



Multnomah County Oregon

# Board of Commissioners & Agenda

connecting citizens with information and services

## BOARD OF COMMISSIONERS

**Diane Linn, Chair**

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## JANUARY 5, 2006 BOARD MEETING FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:30 a.m. Appointment of 2006 Vice-Chair
Pg 3	9:30 a.m. Opportunity for Public Comment on Non-Agenda Matters
Pg 3	9:30 a.m. Citizen Involvement Committee Report on the November Community Meetings Regarding the County Budget
Pg 3	9:47 a.m. Approval of 2005-2009 Collective Bargaining Agreement between Multnomah County and the Multnomah County Prosecuting Attorneys Association
Pg 4	10:15 a.m. Resolution Authorizing the Sheriff to Dispose of Found/Unclaimed Property Pursuant to MCC 15.650
Pg 4	10:20 a.m. If Needed Executive Session

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

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Thursday, January 5, 2006 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

Appointment of Commissioner District 4 Lonnie Roberts as Multnomah County Vice-Chair for the 2006 Calendar Year Pursuant to Section 3.60 of the Multnomah County Home Rule Charter

### **CONSENT CALENDAR - 9:30 AM** **NON-DEPARTMENTAL**

- C-1 Appointment of Suzanne McKinney and Reappointments of Shirley Davies and Rob Delf to the Multnomah County COMMUNITY HEALTH COUNCIL
- C-2 Appointment of Michael Tom to the Multnomah County MERIT SYSTEM CIVIL SERVICE COMMISSION

### **DEPARTMENT OF COMMUNITY SERVICES**

- C-3 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to CHARLES R & DEBORAH K GRANT
- C-4 RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property to the Former Owner ARTHUR B. LOVELL
- C-5 RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, RUB-A-DUB CAR WASH, INC.
- C-6 RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to OCF JOSEPH E. WESTON PUBLIC FOUNDATION, an Oregon Non-Profit Corporation

### **DEPARTMENT OF COUNTY MANAGEMENT**

- C-7 Amendment 3 to Public Works Construction Contract 4600005410 with Pardue Restoration for Waterproofing Repairs Phase 2; Additional Work and Contract Extension

### **REGULAR AGENDA - 9:30 AM**

**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.

**NON-DEPARTMENTAL - 9:30 AM**

- R-1 Citizen Involvement Committee Report on the November 2005 Community Open Houses/Community Discussions Regarding the Multnomah County 2006-2007 Budget. Presented by Jessica Hamilton. 15 MINUTES REQUESTED.

**DEPARTMENT OF HEALTH - 9:45 AM**

- R-2 Budget Modification HD-17 Appropriating \$19,525 to the Health Department from a Contract with the American Lung Association of Oregon to Evaluate a Motivational Enhancement Model

**DEPARTMENT OF COUNTY MANAGEMENT - 9:47 AM**

- R-3 Approval of 2005-2009 Collective Bargaining Agreement between Multnomah County and the Multnomah County Prosecuting Attorneys Association

**DEPARTMENT OF COUNTY HUMAN SERVICES - 9:50 AM**

- R-4 NOTICE OF INTENT to Apply for Department of Justice, Office on Violence Against Women Grants to Encourage Arrest Policies and Enforcement of Protection Orders Program
- R-5 NOTICE OF INTENT to Apply for Department of Justice Safe Havens Funding for the Continuation of Safe Visitation Services for Victims/Batters and their Children
- R-6 Budget Modification DCHS-07 Reclassifying a Vacant Administrative Assistant to Administrative Secretary in Department Administration, as Determined by the Human Resources Class/Comp Unit
- R-7 Budget Modification DCHS-14 Decreasing Mental Health & Addiction Services Appropriation by \$80,400 to Reflect the Ending of the Outstation

Contract with the State and Cutting 1.08 FTE Alcohol and Drug Evaluation Specialists

- R-8 Budget Modification DCHS-16 Reclassifying a Research/Evaluation Analyst 2 to Program Development Specialist Senior in the Mental Health & Addiction Services Division, Alcohol & Drug Treatment Administration, as Determined by the Human Resources Class/Comp Unit
- R-9 Budget Modification DCHS-17 Appropriating \$375,000 from a New Substance Abuse and Mental Health Services Administration Grant "Warrior Down" for Mental Health and Addiction Services Division
- R-10 Budget Modification DCHS-18 Appropriating \$393,057 of Title XIX Revenue for Temporary Workers for the Medicare Modernization Act in Aging and Disabilities Services Division
- R-11 Budget Modification DCHS-19 Reclassifying a Vacant Program Development Specialist to a Contract Specialist in Department Administration, as Determined by the Human Resources Class/Comp Unit
- R-12 Budget Modification DCHS-20 Reclassifying an Office Assistant 2 to Office Assistant Senior in the Aging and Disability Services Division, Adult Care Home Program, as Determined by the Human Resources Class/Comp Unit

**SHERIFF'S OFFICE - 10:15 AM**

- R-13 RESOLUTION Authorizing the Sheriff to Dispose of Found/Unclaimed Property Pursuant to MCC 15.650

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Thursday, January 5, 2006 - 10:20 AM  
Multnomah Building, First Floor Commissioners Conference Room 112  
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)(h). Only Representatives of the News Media and Designated Staff are allowed to attend. News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Session. No Final Decision will be made in the Session. Presented by Agnes Sowle. 15 MINUTES REQUESTED.



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 01/05/06  
 Agenda Item #: C-1  
 Est. Start Time: 9:30 AM  
 Date Submitted: 12/12/05

**BUDGET MODIFICATION:** -

**Agenda Title: Appointment of Suzanne McKinney and Reappointments of Shirley Davies and Rob Delf to the Multnomah County COMMUNITY HEALTH COUNCIL**

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

<b>Date Requested:</b>	<u>01/05/2006</u>	<b>Time Requested:</b>	<u>Consent Calendar</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Chair's Office</u>
<b>Contact(s):</b>	<u>Chair Diane Linn, Andy Smith</u>		
<b>Phone:</b>	<u>503/988-3308</u>	<b>Ext.:</b>	<u>83308</u>
		<b>I/O Address:</b>	<u>503/600</u>
<b>Presenter(s):</b>	<u>N/A</u>		

**General Information**

**1. What action are you requesting from the Board?**

Request approval of appointment of Suzanne McKinney and reappointments of Shirley Davies and Rob Delf to the Multnomah County Community Health Council

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

The County is required under federal guidelines and County Code to have a Community Health Council (CHC). The CHC assists and advises the County Health Department in promoting its vision of healthy people in healthy communities. The CHC supports and guides the Health Department in its mission to provide comprehensive health care that is quality driven, affordable and culturally competent to the people of Multnomah County. It provides input and feedback for development, implementation and evaluation of Health Department programs including, but not limited to all programs funded through the Federal Bureau of Primary Health Care. The CHC also serves as the Citizen Budget Advisory Committee for the County Health Department. Members can range from 9 to 25 members: consumers of County health programs constitute the majority; remaining members are health care providers and representatives of the community. Members are appointed to three-

year terms by the County Chair from nominees selected by the current Council with approval of the Board of County Commissioners. Sonia Manhas, Health Department, Community Health Council Manager, is liaison to the Community Health Council.

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

No current year/ongoing fiscal impact.

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

No legal and/or policy issues involved.

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

N/A

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/12/2005

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** C-2  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 12/23/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **Appointment of Michael Tom to the Multnomah County MERIT SYSTEM  
CIVIL SERVICE COMMISSION**

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

<b>Date Requested:</b>	<u>1/05/2006</u>	<b>Time Requested:</b>	<u>Consent Calendar</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>Chair's Office</u>
<b>Contact(s):</b>	<u>Chair Diane Linn, Andy Smith</u>		
<b>Phone:</b>	<u>503/988-3308</u>	<b>Ext.</b>	<u>83308</u>
<b>Presenter(s):</b>	<u>N/A</u>	<b>I/O Address:</b>	<u>503/600</u>

**General Information**

**1. What action are you requesting from the Board?**

Request the Board approve appointment of Michael Tom to the Multnomah County Merit System Civil Service Commission

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

Pursuant to Multnomah County Home Rule Charter, Section 7.20, the Merit System Civil Service Commission makes recommendations to the Board of County Commissioners regarding personnel rules. The Commission hears appeals regarding personnel actions not covered by collective bargaining agreements from employees in the classified service and hears appeals regarding personnel actions from applicants for the classified service. There are three members appointed to 6-year terms by the County Chair with approval of the Board of County Commissioners.

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

No current year/ongoing fiscal impact.

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

No legal and/or policy issues involved.

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

A panel was convened to interview potential candidates. The panel was convened by Carol Brown, Executive Secretary to the Merit System Civil Service Commission.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/23/2005

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

**Board Clerk Use Only**

Meeting Date: 01/05/06  
 Agenda Item #: C-3  
 Est. Start Time: 9:30 AM  
 Date Submitted: 12/06/05

**BUDGET MODIFICATION:**

**Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to CHARLES R & DEBORAH K GRANT**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>	<b>I/O Address:</b>	<u>503/4/TT</u>

**General Information**

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to CHARLES R & DEBORAH K GRANT.

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

The subject property is a small strip that came into county ownership through the foreclosure of delinquent tax liens on September 26, 2000. The parcel is approximately 0.5' x 30' and is approximately 15 sq ft in size. It is located between 3343 SE Yamhill St and 929 SE 34<sup>th</sup> Ave. We propose to sell the strip to the owner of the Yamhill St property.

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

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 15 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225

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

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

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

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

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

No citizen or government participation is anticipated.



**EXHIBIT B**



Subject parcel

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

**LEGAL DESCRIPTION:**

N 0.5' OF S 6.98' OF W 29.5' OF LOT 15 BLOCK 22, SUNNYSIDE

**ADJACENT PROPERTY ADDRESS:** 3343 SE Yamhill St.  
**TAX ACCOUNT NUMBER:** R280568  
**GREENSPACE DESIGNATION:** No designation  
**SIZE OF PARCEL:** Approximately 15 square feet  
**ASSESSED VALUE:** \$100

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

<b>BACK TAXES &amp; INTEREST:</b>	<b>\$16.88</b>
<b>TAX TITLE MAINTENANCE COST &amp; EXPENSES:</b>	<b>\$50.00</b>
<b>RECORDING FEE:</b>	<b>\$26.00</b>
<b>SUB-TOTAL</b>	<b>\$92.88</b>
<b>MINIMUM PRICE REQUEST OF PRIVATE SALE</b>	<b>\$100.00</b>

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**Required Signatures**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date:** 12/05/05

**Budget Analyst:**

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**Date:**

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**Department HR:**

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**Date:**

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**Countywide HR:**

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**Date:**

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**BOGSTAD Deborah L**

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**From:** GRACE Becky J  
**Sent:** Tuesday, December 06, 2005 3:59 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Jan 5 Agenda Grant Private Sale

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

**From:** CREAN Christopher D  
**Sent:** Wednesday, November 30, 2005 4:35 PM  
**To:** GRACE Becky J  
**Subject:** RE: Jan 5 Agenda Grant Private Sale

Becky –

I have reviewed the resolution and deed for the Grant sale and they may be forwarded for signature as proposed.  
Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Wednesday, November 30, 2005 3:53 PM  
**To:** CREAN Christopher D  
**Subject:** Jan 5 Agenda Grant Private Sale

Hi Chris,

Attached for your review and approval are the Jan 5<sup>th</sup> Agenda Documents for the Grant Private Sale.  
Thank you,

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing the Private Sale of a Tax Foreclosed Property to CHARLES R. GRANT & DEBORAH K. GRANT.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 15 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. CHARLES R. GRANT & DEBORAH K. GRANT have agreed to pay \$100, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

**The Multnomah County Board of Commissioners Resolves:**

1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to CHARLES R. GRANT & DEBORAH K. GRANT, the following described real property in Multnomah County, Oregon:

N 0.5' OF S 6.98' OF W 29.5' OF LOT 15 BLOCK 22, SUNNYSIDE

ADOPTED this 5th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements  
shall be sent to the following address:  
CHARLES R. GRANT &  
DEBORAH K. GRANT  
830 NE HAZELFERN PL  
PORTLAND OR 97232-2626

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

**Bargain and Sale Deed D062041 for R280568**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES R. GRANT & DEBORAH K. GRANT, Husband and Wife, Grantees, the following described real property in Multnomah County, Oregon:

N 0.5' OF S 6.98' OF W 29.5' OF LOT 15 BLOCK 22, SUNNYSIDE

The true consideration for this conveyance is \$100.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-001**

Authorizing the Private Sale of a Tax Foreclosed Property to CHARLES R. GRANT & DEBORAH K. GRANT

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$100 on the County's current tax roll.
- c. Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 15 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. CHARLES R. GRANT & DEBORAH K. GRANT have agreed to pay \$100, an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

**The Multnomah County Board of Commissioners Resolves:**

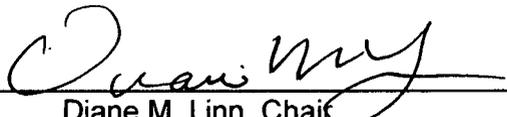
1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County, is authorized to execute a Bargain and Sale deed conveying to CHARLES R. GRANT & DEBORAH K. GRANT, the following described real property in Multnomah County, Oregon:

N 0.5' OF S 6.98' OF W 29.5' OF LOT 15 BLOCK 22, SUNNYSIDE

ADOPTED this 5th day of January, 2006.

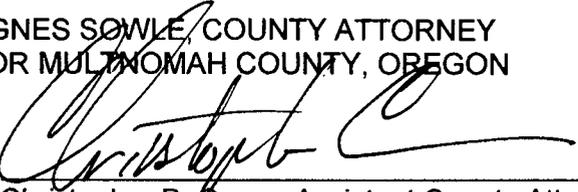


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney







**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** C-4  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 12/06/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property to the Former Owner ARTHUR B. LOVELL**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
		<b>I/O Address:</b>	<u>503/4/TT</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property by the former owner ARTHUR B. LOVELL.

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

The subject property (as shown in Exhibit A) was foreclosed on for delinquent real property taxes and came into County ownership on October 17, 2005. A letter dated November 4, 2005 was sent to the former owner of record, providing the opportunity to repurchase the property. The former owner requested to repurchase the property on contract from Tax Title on November 29, 2005. A check for the down payment was received on December 5, 2005.

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

The repurchase 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 B).

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

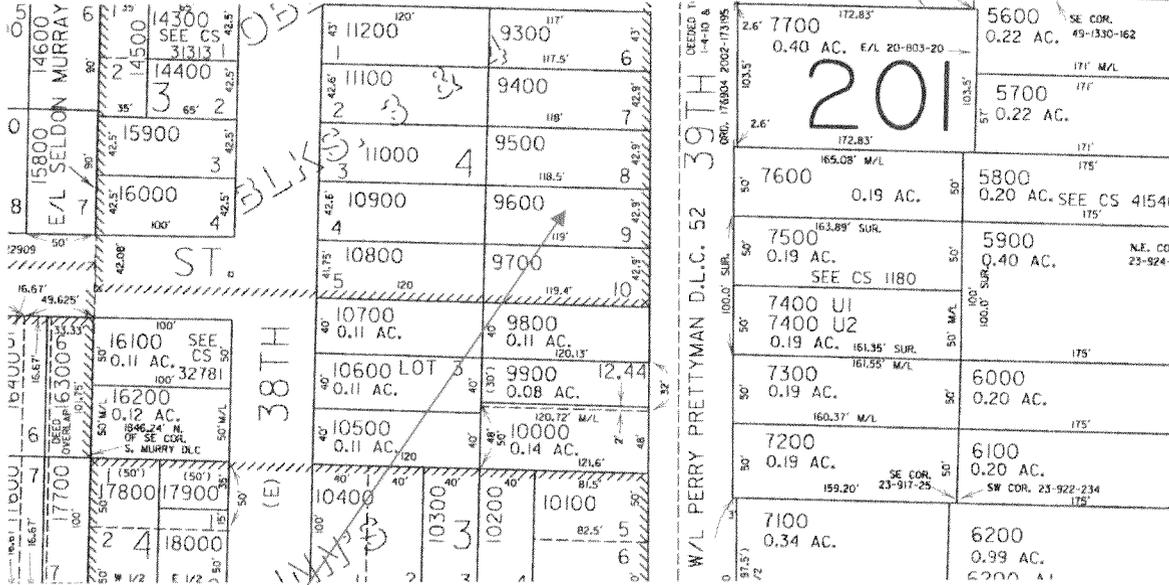
Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to repurchase a property foreclosed on for delinquent property taxes.

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

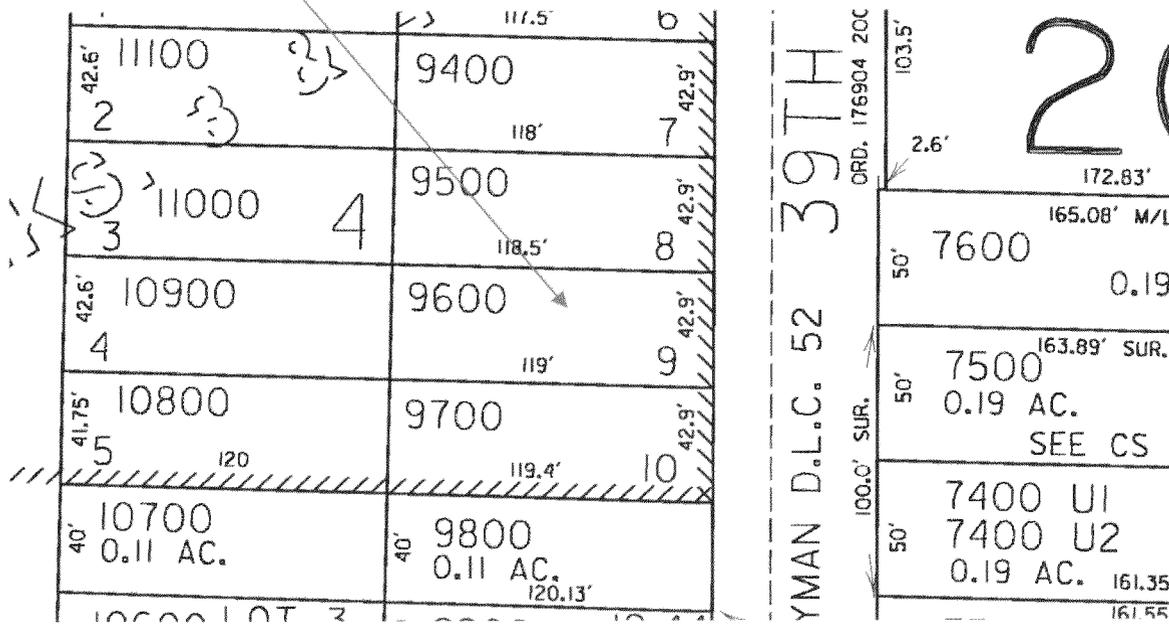
No citizen or government participation is anticipated.

EXHIBIT A

R229503  
1727 SE 39<sup>th</sup> Ave



Subject



**EXHIBIT B  
PROPOSED PROPERTY LISTED FOR REPURCHASE  
FISCAL YEAR 2006**

**LEGAL DESCRIPTION:**

LOT 9 BLOCK 4, OBERST located in the City of Portland, Multnomah County, Oregon.

PROPERTY ADDRESS: 1727 SE 39<sup>TH</sup> Ave  
 TAX ACCOUNT NUMBER: R229503  
 GREENSPACE DESIGNATION: No designation  
 SIZE OF PARCEL: 4,998 Square Feet  
 ASSESSED VALUE: \$213,430

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

BACK TAXES & INTEREST:	\$18,850.16
TAX TITLE MAINTENANCE COST & EXPENSES:	\$257.50
PENALTY & FEE:	\$685.31
CITY LIENS: (Proof of Payment from the City has been received)	\$0.
SUB-TOTAL	\$19,535.47
MINIMUM PRICE REQUEST FOR REPURCHASE	\$19,537.47

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**Required Signatures**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

**Date:** 12/05/06

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

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**From:** GRACE Becky J  
**Sent:** Tuesday, December 06, 2005 3:53 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Jan 5 Agenda Documents for Lovell Repurchase

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

**From:** CREAN Christopher D  
**Sent:** Friday, December 02, 2005 11:42 AM  
**To:** GRACE Becky J  
**Subject:** RE: Jan 5 Agenda Documents for Lovell Repurchase

Becky –

I have reviewed the resolution and contract for the Lovell Repurchase contract sale and they may be forwarded for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Thursday, December 01, 2005 12:21 PM  
**To:** CREAN Christopher D  
**Subject:** Jan 5 Agenda Documents for Lovell Repurchase

Hi Chris,

Attached for your review and approval are the Lovell Repurchase documents for the Jan 5 Board Agenda. I used the same contract that we used for the Auction, I did add into the contract second page Tax Payments so you might want to scrutinize that section a little extra.

Thanks,

12/6/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing the repurchase of a Tax Foreclosed Property by the former owner, ARTHUR B. LOVELL.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and ARTHUR B. LOVELL is the former owner of record.
- b. ARTHUR B. LOVELL has applied to the County to repurchase the property for \$19,535.47 on contract, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received a down payment in the amount of \$300.00 from ARTHUR B. LOVELL.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is authorized to execute the attached Contract 15816.
2. Upon Purchaser's performance of all the obligations of the Contract 15816 and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County is authorized to execute a deed conveying to ARTHUR B. LOVELL, the following described real property in the City of Portland, Multnomah County, Oregon:

LOT 9 BLOCK 4, OBERST

ADOPTED this 5th day of January, 2005.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:  
ARTHUR B. LOVELL  
1727 SE 39<sup>TH</sup> AVE  
PORTLAND OR 97214-5213

After recording please return to:  
Multnomah County Tax Title 503/4<sup>th</sup> floor

## CONTRACT 15816 OF SALE

THIS CONTRACT is made and entered into on Monday January 5, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **ARTHUR B. LOVELL** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the certain real property situated in the County of Multnomah, State of Oregon, described as follows:

### LOT 9 BLOCK 4, OBERST

#### Purchase Price

Purchaser agrees to pay for described real property the sum of \$19,535.47 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$300.00 has been paid, with receipt acknowledged by the County. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$217 on the 15<sup>th</sup> of January, and a payment on the 15<sup>th</sup> day of each month for a period of 10 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

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

#### Application of Payments

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

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

### **Default**

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

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

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

### **Tax Payments.**

1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.
2. Escrow for tax payments: purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months shall be set by November 15<sup>th</sup> of each year for the duration of this contract. County shall issue a written notice no later than December 30<sup>th</sup> of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15<sup>th</sup> of each and every month along with the installment payment on a separate check. The first escrow payment is due on January 15<sup>th</sup> in the amount of \$198. The escrow payment needs to be made by a separate check or money order from the contract payment.

### **Terms and Conditions:**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any waste or removal of all or part of the improvement without first obtaining express written permission from the County.
3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

### **Insurance**

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

### **Binding Effect/Assignment Restricted**

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

### **Indemnity and Hold Harmless Agreement**

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

### **Waste**

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

### **Lead Based Paint Inspection**

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

3. Purchaser or its agents may, prior to closing, enter the Property to inspect the Property as needed. Coordination of the date and time the inspection(s) is requested needs to be made with the Tax Title Section at 503-988-3590.

### **Hazardous Materials**

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

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

### **Title Insurance**

The County does not provide title insurance.

### **Property Sold "AS IS"**

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

### **Remedies.**

**TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

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

2. The parties agree the remedies for the failure to close this transaction shall be limited to the remedies set forth in this contract and the parties waive any further remedies, which may be available to either. If this transaction does not close, the County may pursue cancellation of this contract under ORS 275.220.
3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

**Severability**

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

**Entire Agreement**

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

**Conveyance of Title**

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

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

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

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M Linn, Chair

REVIEWED:

BUYER:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

ARTHUR B. LOVELL

By \_\_\_\_\_  
Christopher D. Crean, Asst County Attorney

/s/ \_\_\_\_\_

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

This instrument, "Contract 15816 of Sale", was acknowledged before me the 5<sup>th</sup> day of January, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

STATE OF  
  
COUNTY OF

This instrument, "Contract 15816 of Sale", was acknowledged before me this \_\_\_\_\_ Day of \_\_\_\_\_, 2006 by ARTHUR B. LOVELL.

\_\_\_\_\_  
Notary Public –State of

## Exhibit A

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

#### Lead Warning Statement

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

#### County's Disclosure (initial)

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

#### Buyer's Acknowledgment (initial)

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

**Certification of Accuracy**

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

For the County:

\_\_\_\_\_  
Gary Thomas

\_\_\_\_\_  
Program Supervisor

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-002**

Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, ARTHUR B. LOVELL

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and ARTHUR B. LOVELL is the former owner of record.
- b. ARTHUR B. LOVELL has applied to the County to repurchase the property for \$19,535.47 on contract, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c. The Tax Title Section has received a down payment in the amount of \$300.00 from ARTHUR B. LOVELL.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is authorized to execute the attached Contract 15816.
2. Upon Purchaser's performance of all the obligations of the Contract 15816 and upon Tax Title's receipt of the full balance due, the Chair on behalf of Multnomah County is authorized to execute a deed conveying to ARTHUR B. LOVELL, the following described real property in the City of Portland, Multnomah County, Oregon:

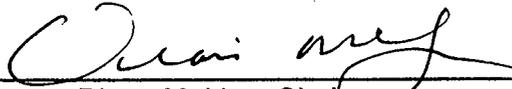
**LOT 9 BLOCK 4, OBERST**

ADOPTED this 5th day of January, 2006.

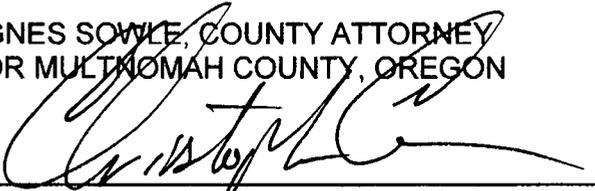


REVIEWED:

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements shall be sent to the following address:  
ARTHUR B. LOVELL  
1727 SE 39th AVENUE  
PORTLAND, OR 97214-5213

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

## **CONTRACT 15816 OF SALE**

THIS CONTRACT is made and entered into on Thursday January 5, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **ARTHUR B. LOVELL** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the certain real property situated in the County of Multnomah, State of Oregon, described as follows:

### **LOT 9 BLOCK 4, OBERST**

#### **Purchase Price**

Purchaser agrees to pay for described real property the sum of \$19,535.47 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$300.00 has been paid, with receipt acknowledged by the County. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$217 on the 15<sup>th</sup> of January, and a payment on the 15<sup>th</sup> day of each month for a period of 10 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

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

#### **Application of Payments**

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

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

### **Default**

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

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

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waste or removal of all or part of the improvement without first obtaining express written permission from the County.

3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

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**Indemnity and Hold Harmless Agreement**

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in

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

### **Waste**

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

### **Lead Based Paint Inspection**

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

### **Hazardous Materials**

As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §

172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

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

**Title Insurance**

The County does not provide title insurance.

**Property Sold "AS IS"**

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

**Remedies.**

**TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

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

**Severability**

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

**Entire Agreement**

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

**Conveyance of Title**

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

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

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

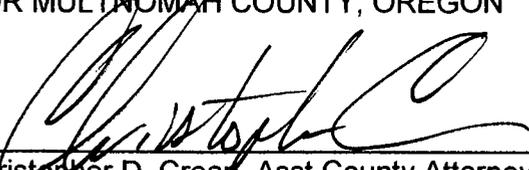
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Asst County Attorney

BUYER:

ARTHUR B. LOVELL

By \_\_\_\_\_

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH )

This instrument, "Contract 15816 of Sale", was acknowledged before me the 5th day of January, 2006 by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

STATE OF                                    )  
  ) ss  
COUNTY OF                                )

This instrument, "Contract 15816 of Sale", was acknowledged before me this \_\_\_\_\_ day of January, 2006.

\_\_\_\_\_  
Notary Public for  
My Commission expires:

## EXHIBIT A

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

#### Lead Warning Statement

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

#### County's Disclosure (initial)

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

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

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

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

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

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

#### Buyer's Acknowledgment (initial)

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

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

\_\_\_ (e) Buyer has (check one below):

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

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

## Certification of Accuracy

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

For Multnomah County:

\_\_\_\_\_  
Gary Thomas

\_\_\_\_\_  
Program Supervisor

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

Until a change is requested, all tax statements shall be sent to the following address:  
ARTHUR B. LOVELL  
1727 SE 39th AVENUE  
PORTLAND, OR 97214-5213

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

## CONTRACT 15816 OF SALE

THIS CONTRACT is made and entered into on Thursday January 5, 2006 by Multnomah County, Oregon, ("the County"), a municipal corporation, and **ARTHUR B. LOVELL** ("purchaser").

The County agrees to sell, in accordance with the statutes of the State of Oregon and in consideration of the covenants and agreements made on the part of the purchaser, and purchaser agrees to buy the certain real property situated in the County of Multnomah, State of Oregon, described as follows:

### LOT 9 BLOCK 4, OBERST

#### Purchase Price

Purchaser agrees to pay for described real property the sum of \$19,535.47 which is the true and actual consideration paid for this transfer. A down payment in the amount of \$300.00 has been paid, with receipt acknowledged by the County. At closing, the down payment shall be credited to the purchase price and the Buyer shall pay the remainder to the County with interest charged at a rate of 6% per annum on the dates and in the amounts as follows:

Not less than \$217 on the 15<sup>th</sup> of January, and a payment on the 15<sup>th</sup> day of each month for a period of 10 years, until the full amount of both the principal and interest has been paid in full, provided always that the purchaser may pay the full amount of both principal and interest due at any time without penalty for early payment.

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

#### Application of Payments

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

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

### **Default**

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

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

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

### **Tax Payments.**

1. In addition to payment of installments as agreed in this contract, purchaser agrees to pay all taxes lawfully assessed and levied against said property during the term of this contract before they become delinquent.
2. Escrow for tax payments: purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months shall be set by November 15<sup>th</sup> of each year for the duration of this contract. County shall issue a written notice no later than December 30<sup>th</sup> of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15<sup>th</sup> of each and every month along with the installment payment on a separate check. The first escrow payment is due on January 15<sup>th</sup> in the amount of \$198. The escrow payment needs to be made by a separate check or money order from the contract payment.

### **Terms and Conditions.**

1. Purchaser agrees to pay and discharge all municipal liens and assessments of any kind and nature assessed against the property before they become delinquent.
2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by purchaser and shall not permit any

waste or removal of all or part of the improvement without first obtaining express written permission from the County.

3. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property.
4. Purchaser shall promptly make all required repairs, alterations and additions, including, without limitation, any required alteration of the property due to purchaser's specific use of the property. Purchaser also agrees to complete any alterations or repairs necessary to comply with any applicable federal, state and local laws including those pertaining to air and water quality, hazardous materials and other environmental zoning, land use statutes, ordinances and regulations.
5. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in ORS 475.005 or any "nuisance" as described in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.
6. In any proceeding to enforce any provision of this contract, the Purchaser shall be liable to the County for any costs, including attorney fees, incurred by the County in the proceeding, provided only that the County is determined to be a prevailing party in the proceeding.

#### **Insurance**

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

#### **Binding Effect/Assignment Restricted**

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

#### **Indemnity and Hold Harmless Agreement**

Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others. This indemnification of the County by purchaser includes, without limitation, costs incurred in

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

#### **Waste**

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

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

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As used in this contract, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §

172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

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

**Title Insurance**

The County does not provide title insurance.

**Property Sold "AS IS"**

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

**Remedies.**

**TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT.**

1. If the conditions described in the LEAD-BASED PAINT section above are satisfied or waived by purchaser and the transaction does not thereafter close, through no fault of County, before the close of business on the Closing Date, purchaser may forfeit the [earnest money deposit] to County as liquidated damages.
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3. Nothing herein shall be interpreted to limit the purchaser's obligations under any provision of this contract as applicable, to defend, hold harmless and indemnify the County.

**Severability**

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

**Entire Agreement**

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

**Conveyance of Title**

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

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

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



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Diane M Linn*  
\_\_\_\_\_  
Diane M Linn, Chair



## EXHIBIT A

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

#### Lead Warning Statement

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

#### County's Disclosure (initial)

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

#### Buyer's Acknowledgment (initial)

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

0.1.24

## Certification of Accuracy

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

For Multnomah County:

\_\_\_\_\_  
Gary Thomas

\_\_\_\_\_  
Program Supervisor

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



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 01/05/06  
**Agenda Item #:** C-5  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 12/08/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing the Repurchase of a Tax Foreclosed Property to the Former Owner RUB-A-DUB CAR WASH, INC.**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.</b>	<u>22591</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		
	<b>I/O Address:</b>	<u>503/4/TT</u>	

### General Information

- 1. What action are you requesting from the Board?**  
 The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property by the former owner RUB-A-DUB CAR WASH, INC.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**  
 The subject property (as shown in Exhibit A) was foreclosed on for delinquent property taxes and came into County ownership on October 17, 2005. A letter dated November 4, 2005 was sent to the former owner of record, providing the opportunity to repurchase the property. The former owners' Trustee called Tax Title on November 29, 2005 and requested to repurchase the property.
- 3. Explain the fiscal impact (current year and ongoing).**  
 The repurchase 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 B).
- 4. Explain any legal and/or policy issues involved.**  
 Multnomah County Code Section 7.402 provides for 30 days notice to the former owner of record to

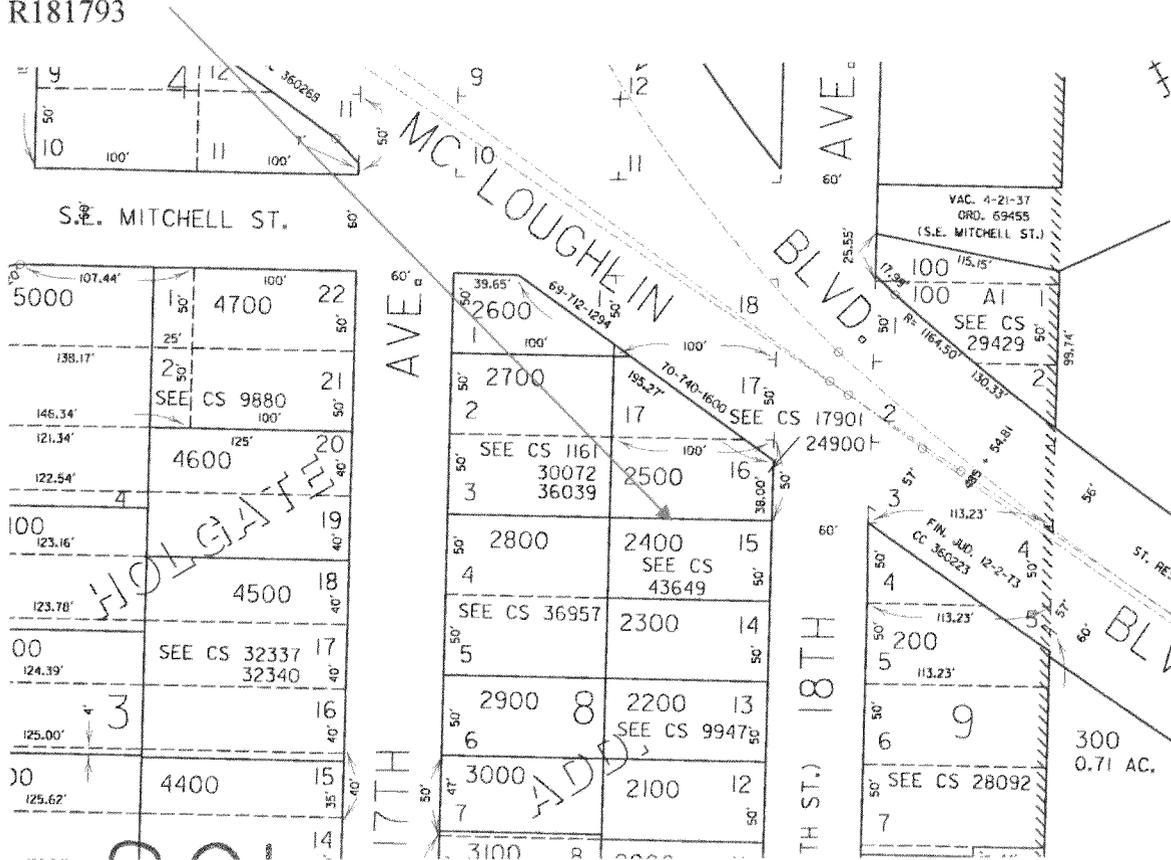
repurchase a property foreclosed on for delinquent property taxes.

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

Payment of all liens to the City by the purchaser.

EXHIBIT A

R181793



5135 SE 18<sup>th</sup> Ave Subject



**EXHIBIT B  
PROPOSED PROPERTY LISTED FOR REPURCHASE  
FISCAL YEAR 2006**

**LEGAL DESCRIPTION:**

Lot 15 Block 8, HOLGATE ADDITION, located in the City of Portland, Multnomah County, Oregon.

**PROPERTY ADDRESS:** 5135 SE 18<sup>th</sup> Ave  
**TAX ACCOUNT NUMBER:** R181793  
**GREENSPACE DESIGNATION:** No designation  
**SIZE OF PARCEL:** 5,000 Square Feet  
**ASSESSED VALUE:** \$244,940

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

<b>BACK TAXES &amp; INTEREST:</b>	<b>\$78,324.38</b>
<b>TAX TITLE MAINTENANCE COST &amp; EXPENSES:</b>	<b>\$257.50</b>
<b>PENALTY &amp; FEE:</b>	<b>\$3385.62</b>
<b>CITY LIENS: (Proof of Payment from the City has been received)</b>	<b>\$0.</b>
<b>SUB-TOTAL</b>	<b>\$81,967.50</b>
<b>MINIMUM PRICE REQUEST FOR REPURCHASE</b>	<b>\$81,967.50</b>

---

**Required Signatures**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

**Date:** 12/07/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

**BOGSTAD Deborah L**

---

**From:** GRACE Becky J  
**Sent:** Thursday, December 08, 2005 9:49 AM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Jan 5 Board Agenda Rub-A-Dub Repurchase

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

**From:** CREAN Christopher D  
**Sent:** Wednesday, December 07, 2005 9:10 AM  
**To:** GRACE Becky J  
**Subject:** RE: Jan 5 Board Agenda Rub-A-Dub Repurchase

Becky –

I have reviewed the proposed resolution and deed for the sale to Rub-A-Dub and they may be forwarded for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Wednesday, December 07, 2005 8:25 AM  
**To:** CREAN Christopher D  
**Subject:** FW: Jan 5 Board Agenda Rub-A-Dub Repurchase

Sorry☺

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

**From:** GRACE Becky J  
**Sent:** Wednesday, December 07, 2005 8:23 AM  
**To:** CREAN Christopher D  
**Subject:** Jan 5 Board Agenda Rub-A-Dub Repurchase

Hi Chris,

Attached for your review and approval are the Jan 5<sup>th</sup> Board Agenda Documents for the Rub A Dub Repurchase.  
Thank you,

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing the repurchase of a Tax Foreclosed Property by the former owner, RUB-A-DUB CAR WASH, INC.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and RUB-A-DUB CAR WASH, INC is the former owner of record.
- b. RUB-A-DUB CAR WASH, INC has applied to the County to repurchase the property for \$81,967.50 which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is authorized to execute Bargain and Sale Deed D062045 conveying to the former owner the following described real property located in the City of Portland, Multnomah County, Oregon:

Lot 15 Block 8, HOLGATE ADDITION

2. The County's Tax Title section is authorized to forward the signed deed to the appropriate Escrow Officer under letter of instruction which shall provide: (a) that the deed is to be processed only upon the receipt by the County of all funds the County is due in consideration for the above described property, and all municipal charges have been paid in compliance with ORS 307.100, and (b) that if the escrow is closed without the proper payment to the County the deed and any copies shall be returned to the County.

ADOPTED this 5th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements  
Shall be sent to the following address:  
RUB-A-DUB CAR WASH, INC  
%JOHN MITCHELL, INC., TRUSTEE  
PO BOX 2289  
LAKE OSWEGO OR 97035

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

**Bargain and Sale Deed D062045 for R181793**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RUB-A-DUB CAR WASH, INC, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

Lot 15 Block 8, HOLGATE ADDITION

The true consideration paid for this transfer is \$81,967.50.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-003**

Authorizing the Repurchase of a Tax Foreclosed Property by the Former Owner, RUB-A-DUB CAR WASH, INC.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described below through the foreclosure of liens for delinquent property taxes, and RUB-A-DUB CAR WASH, INC is the former owner of record.
- b. RUB-A-DUB CAR WASH, INC has applied to the County to repurchase the property for \$81,967.50 which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.

**The Multnomah County Board of Commissioners Resolves:**

1. The Chair is authorized to execute Bargain and Sale Deed D062045 conveying to the former owner the following described real property located in the City of Portland, Multnomah County, Oregon:

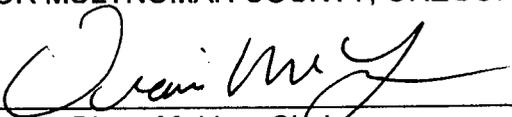
Lot 15 Block 8, HOLGATE ADDITION

2. The County's Tax Title section is authorized to forward the signed deed to the appropriate Escrow Officer under letter of instruction which shall provide: (a) that the deed is to be processed only upon the receipt by the County of all funds the County is due in consideration for the above described property, and all municipal charges have been paid in compliance with ORS 307.100, and (b) that if the escrow is closed without the proper payment to the County the deed and any copies shall be returned to the County.

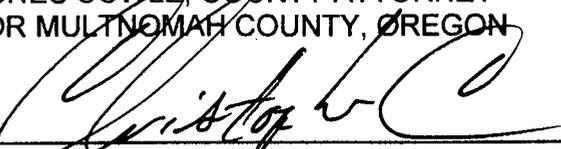
ADOPTED this 5th day of January, 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

Until a change is requested, all tax statements  
Shall be sent to the following address:  
RUB-A-DUB CAR WASH, INC  
%JOHN MITCHELL, INC., TRUSTEE  
PO BOX 2289  
LAKE OSWEGO OR 97035

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

**Bargain and Sale Deed D062045 for R181793**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RUB-A-DUB CAR WASH, INC, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

Lot 15 Block 8, HOLGATE ADDITION

The true consideration paid for this transfer is \$81,967.50.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

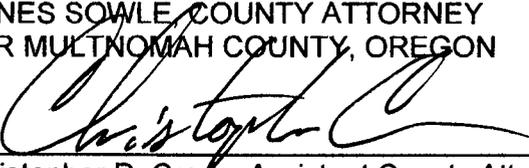
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH         )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

Until a change is requested, all tax statements  
shall be sent to the following address:  
RUB-A-DUB CAR WASH, INC  
%JOHN MITCHELL, INC., TRUSTEE  
PO BOX 2289  
LAKE OSWEGO OR 97035

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

**Bargain and Sale Deed D062045 for R181793**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RUB-A-DUB CAR WASH, INC, Grantee, that certain real property, located in the City of Portland, Multnomah County, Oregon more particularly described as follows:

Lot 15 Block 8, HOLGATE ADDITION

The true consideration paid for this transfer is \$81,967.50.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Diane M. Linn*  
\_\_\_\_\_  
Diane M. Linn, Chair

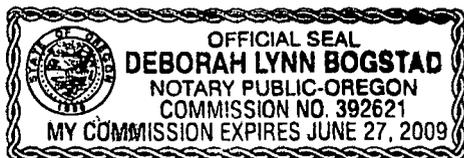
REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Christopher D. Crean*  
\_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



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



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 01/05/06  
 Agenda Item #: C-6  
 Est. Start Time: 9:30 AM  
 Date Submitted: 12/06/05

**BUDGET MODIFICATION:**

**Agenda Title: RESOLUTION Authorizing the Private Sale of a Tax Foreclosed Property to OCF JOSEPH E. WESTON PUBLIC FOUNDATION, an Oregon Non-Profit Corporation**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>Consent Item</u>
<b>Department:</b>	<u>Community Services</u>	<b>Division:</b>	<u>Tax Title</u>
<b>Contact(s):</b>	<u>Gary Thomas</u>		
<b>Phone:</b>	<u>503-988-3590</u>	<b>Ext.:</b>	<u>22591</u>
		<b>I/O Address:</b>	<u>503/4/TT</u>
<b>Presenter(s):</b>	<u>Gary Thomas</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Tax Title Section is requesting the Board to approve the private sale of a tax foreclosed property to OCF JOSEPH E WESTON PUBLIC FOUNDATION % JOSEPH E WESTON.

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

The subject property is a rectangular shaped strip that came into county ownership through the foreclosure of delinquent tax liens on September 28, 2004. The parcel is approximately 6' x 26' in dimension and is approximately 156 sq ft in size. It is located between 3212-3300 and 3310-3330 SW Beaverton Hillsdale Hwy. Both adjacent properties have multi family structures on them. We propose to sell it to the owner of the 3212-3300 SW Beaverton Hillsdale Hwy property.

Surveys show that the subject parcel was created in the 1970s because a detached garage located on the 3310-3330 property encroached onto the 3212-3300 property. Although taxes were paid for some years the parcel was never associated with the logical property owner. The sale of the

property to the prospective purchaser will straighten out the east property line.

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

Although no written confirmation from the City of Portland was obtained, the Tax Title Division is confident that the shape and size of the property, approximately 156 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225

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

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

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

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

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

No citizen or government participation is anticipated.

EXHIBIT A

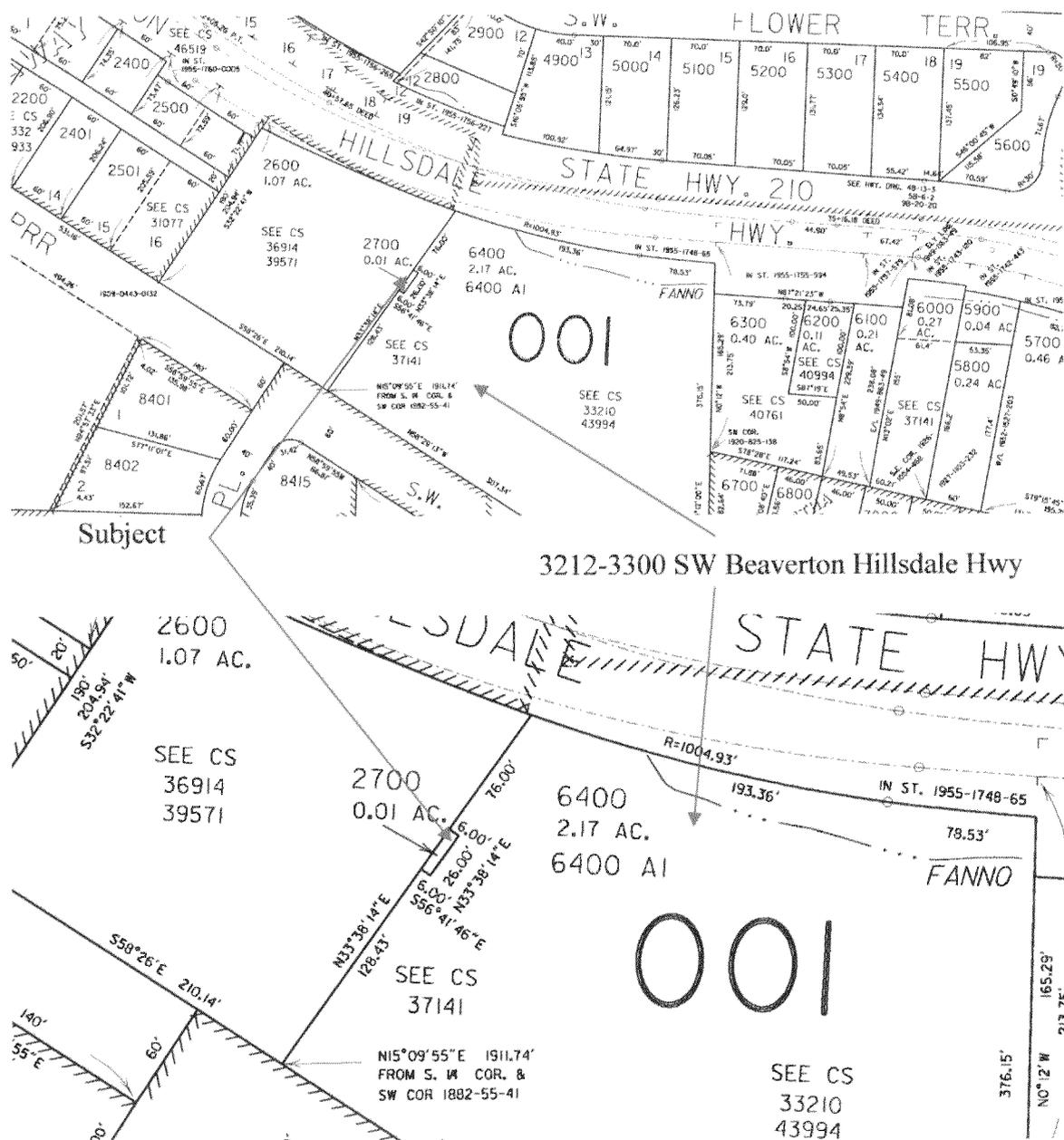


EXHIBIT B



Subject strip

3212-3300 SW Beaverton Hillsdale Hwy

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

**LEGAL DESCRIPTION:**

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South15°09'55"West 1911.74 feet; thence North33°38'14"East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South56°41'46"East a distance of 6.00 feet; thence North33°38'14"East, a distance of 26.00 feet; thence North56°41'46"West a distance of 6.00 feet to the West line of said Brunke tract; thence South33°38'14"West 26.00 feet to the TRUE POINT OF BEGINNING.

**ADJACENT PROPERTY ADDRESS:** 3212 – 3330 SW Beaverton Hillsdale Hwy.  
**TAX ACCOUNT NUMBER:** R328697  
**GREENSPACE DESIGNATION:** No designation  
**SIZE OF PARCEL:** Approximately 156 square feet  
**ASSESSED VALUE:** \$200

**ITEMIZED EXPENSES FOR TOTAL PRICE OF PRIVATE SALE**

<b>BACK TAXES &amp; INTEREST:</b>	\$65.84
<b>TAX TITLE MAINTENANCE COST &amp; EXPENSES:</b>	\$15.52
<b>RECORDING FEE:</b>	\$26.00
<b>SUB-TOTAL</b>	<b>\$107.36</b>
<b>MINIMUM PRICE REQUEST OF PRIVATE SALE</b>	<b>\$100.00</b>

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**Required Signatures**

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**Department/  
Agency Director:**

*M. Cecilia Johnson*

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**Date:** 12/05/05

**Budget Analyst:**

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**Date:**

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**Department HR:**

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**Date:**

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**Countywide HR:**

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**Date:**

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**BOGSTAD Deborah L**

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**From:** GRACE Becky J  
**Sent:** Tuesday, December 06, 2005 4:02 PM  
**To:** BOGSTAD Deborah L  
**Subject:** FW: Private Sale R328697 to Joseph Weston January 5 Board Agenda

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

**From:** CREAN Christopher D  
**Sent:** Wednesday, November 30, 2005 11:51 AM  
**To:** GRACE Becky J  
**Subject:** RE: Private Sale R328697 to Joseph Weston January 5 Board Agenda

Becky –

I have reviewed the proposed resolution and deed for the Weston sale and they may be forwarded for signature as proposed. Thanks.

- Chris

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

**From:** GRACE Becky J  
**Sent:** Tuesday, November 29, 2005 1:27 PM  
**To:** CREAN Christopher D  
**Subject:** Private Sale R328697 to Joseph Weston January 5 Board Agenda

Hi Chris,

Attached for your review and approval are the Board Agenda Documents for the Private Sale of R328697 to Joseph Weston on January 5th.

Thanks,

12/6/2005

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
**RESOLUTION NO. \_\_\_\_\_**

Authorizing the Private Sale of a Tax Foreclosed Property to OCF Joseph E. Weston Public Foundation, an Oregon Non-Profit Corporation.

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$200 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Portland, the Tax Title Division is confident that the shape and size of the property, approximately 156 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. OCF Joseph E. Weston Public Foundation has agreed to pay \$100 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

**The Multnomah County Board of Commissioners Resolves:**

- 1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale Deed conveying to OCF Joseph E. Weston Public Foundation, the real property described in the attached Exhibit A.

ADOPTED this 5th day of January, 2006.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

---

Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

## EXHIBIT A (RESOLUTION)

### LEGAL DESCRIPTION:

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South15°09'55"West 1911.74 feet; thence North33°38'14"East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South56°41'46"East a distance of 6.00 feet; thence North33°38'14"East, a distance of 26.00 feet; thence North56°41'46"West a distance of 6.00 feet to the West line of said Brunke tract; thence South33°38'14"West 26.00 feet to the TRUE POINT OF BEGINNING.

**Multnomah County Deed No.: D062040**

**Tax Account No.: R328697**

Until a change is requested, all tax statements  
Shall be sent to the following address:  
OCF JOSEPH E. WESTON  
PUBLIC FOUNDATION  
% JOSEPH E. WESTON  
2154 NE BROADWAY ST #200  
PORTLAND OR 97232-1561

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

**Bargain and Sale Deed D062040 for R328697**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to OCF JOSEPH E. WESTON PUBLIC FOUNDATION, an Oregon Non-Profit Corporation, Grantee, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$100.

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

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5<sup>th</sup> day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH        )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

**EXHIBIT A (DEED)**

**LEGAL DESCRIPTION:**

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South15°09'55"West 1911.74 feet; thence North33°38'14"East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South56°41'46"East a distance of 6.00 feet; thence North33°38'14"East, a distance of 26.00 feet; thence North56°41'46"West a distance of 6.00 feet to the West line of said Brunke tract; thence South33°38'14"West 26.00 feet to the TRUE POINT OF BEGINNING.

**Multnomah County Deed No.: D062040**

**Tax Account No.: R328697**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-004**

Authorizing the Private Sale of a Tax Foreclosed Property to OCF Joseph E. Weston Public Foundation, an Oregon Non-Profit Corporation

**The Multnomah County Board of Commissioners Finds:**

- a. Multnomah County acquired the real property described in Exhibit A through the foreclosure of liens for delinquent real property taxes.
- b. The property has an assessed value of \$200 on the County's current tax roll.
- c. Although no written confirmation was obtained from the City of Portland, the Tax Title Division is confident that the shape and size of the property, approximately 156 square feet, and its location make it unsuitable for the construction or placement of a dwelling thereon under current zoning ordinances and building codes, as provided under ORS 275.225.
- d. OCF Joseph E. Weston Public Foundation has agreed to pay \$100 an amount the Board finds to be a reasonable price for the property in conformity with ORS 275.225.

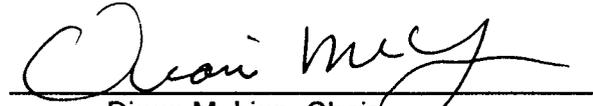
**The Multnomah County Board of Commissioners Resolves:**

1. Upon Tax Title's receipt of the payment of \$100, the Chair on behalf of Multnomah County is authorized to execute a Bargain and Sale Deed conveying to OCF Joseph E. Weston Public Foundation, the real property described in the attached Exhibit A.

ADOPTED this 5th day of January, 2006.

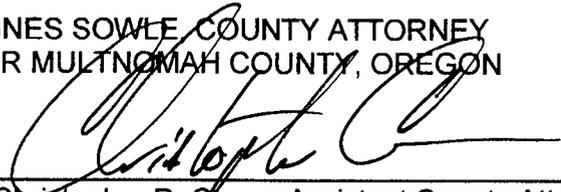


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

\_\_\_\_\_  
Christopher D. O'Leary, Assistant County Attorney

## EXHIBIT A (RESOLUTION)

### LEGAL DESCRIPTION:

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South $15^{\circ}09'55''$ West 1911.74 feet; thence North $33^{\circ}38'14''$ East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South $56^{\circ}41'46''$ East a distance of 6.00 feet; thence North $33^{\circ}38'14''$ East, a distance of 26.00 feet; thence North $56^{\circ}41'46''$ West a distance of 6.00 feet to the West line of said Brunke tract; thence South $33^{\circ}38'14''$ West 26.00 feet to the TRUE POINT OF BEGINNING.

**Multnomah County Deed No.: D062040**

**Tax Account No.: R328697**

Until a change is requested, all tax statements  
shall be sent to the following address:  
OCF JOSEPH E. WESTON  
PUBLIC FOUNDATION  
% JOSEPH E. WESTON  
2154 NE BROADWAY ST #200  
PORTLAND OR 97232-1561

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

**Bargain and Sale Deed D062040 for R328697**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to OCF JOSEPH E. WESTON PUBLIC FOUNDATION, an Oregon Non-Profit Corporation, Grantee, the real property described in the attached Exhibit A.

The true consideration for this conveyance is \$100.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37 (2004)).**

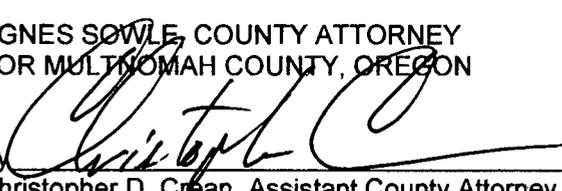
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH            )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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

## EXHIBIT A (DEED)

### LEGAL DESCRIPTION:

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South15°09'55"West 1911.74 feet; thence North33°38'14"East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South56°41'46"East a distance of 6.00 feet; thence North33°38'14"East, a distance of 26.00 feet; thence North56°41'46"West a distance of 6.00 feet to the West line of said Brunke tract; thence South33°38'14"West 26.00 feet to the TRUE POINT OF BEGINNING.

**Multnomah County Deed No.: D062040**

**Tax Account No.: R328697**

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PUBLIC FOUNDATION  
% JOSEPH E. WESTON  
2154 NE BROADWAY ST #200  
PORTLAND OR 97232-1561

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

**Bargain and Sale Deed D062040 for R328697**

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IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 5th day of January 2006, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

*Diane M. Linn*  
\_\_\_\_\_  
Diane M. Linn, Chair

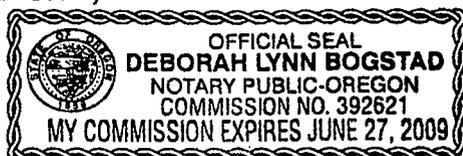
REVIEWED: \_\_\_\_\_

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By *Christopher D. Crean*  
\_\_\_\_\_  
Christopher D. Crean, Assistant County Attorney

STATE OF OREGON                    )  
  ) ss  
COUNTY OF MULTNOMAH            )

This Deed was acknowledged before me this 5th day of January 2006, by Diane M. Linn, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.



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

## EXHIBIT A (DEED)

### LEGAL DESCRIPTION:

Beginning at a point from which the South one-quarter corner of Section 17, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, State of Oregon bears South $15^{\circ}09'55''$ West 1911.74 feet; thence North $33^{\circ}38'14''$ East along the West line of that tract of land described in deed to Robert Brunke by instrument recorded 4-19-1882 in Book 55 Page 41, Records of Multnomah County, a distance of 128.43 feet to the TRUE POINT OF BEGINNING; thence leaving said West line and running South $56^{\circ}41'46''$ East a distance of 6.00 feet; thence North $33^{\circ}38'14''$ East, a distance of 26.00 feet; thence North $56^{\circ}41'46''$ West a distance of 6.00 feet to the West line of said Brunke tract; thence South $33^{\circ}38'14''$ West 26.00 feet to the TRUE POINT OF BEGINNING.

**Multnomah County Deed No.: D062040**

**Tax Account No.: R328697**



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

### Board Clerk Use Only

**Meeting Date:** 01/05/06  
**Agenda Item #:** C-7  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 12/15/05

### BUDGET MODIFICATION:

**Agenda Title:** **Amendment 3 to Public Works Construction Contract 4600005410 with Pardue Restoration for Waterproofing Repairs Phase 2; Additional Work and Contract Extension**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>Consent Calendar</u>
<b>Department:</b> <u>DCM</u>	<b>Division:</b> <u>Facilities &amp; Property Mgmt</u>
<b>Contact(s):</b> <u>Clark Jurgemeyer, John Lindenthal, Doug Butler</u>	
<u>503 988-3074</u>	
<b>Phone:</b> <u>503 988-4213</u> <b>Ext.</b> <u>86294</u>	<b>I/O Address:</b> <u>274/FPM</u>
<b>Presenter(s):</b> <u>Not Applicable</u>	

### General Information

1. **What action are you requesting from the Board?**  
Approval of Contract Amendment.
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
As required by new PCRB Rules, request approval of amendment #3 for the Contract with Pardue Restoration to provide additional construction services for the Waterproofing Repairs at the Juvenile Justice Center. The amendment exceeds the 33% threshold for increasing the contract without Board approval. Please see the Attachments (Memo to Board and Copy of Contract Amendment.)
3. **Explain the fiscal impact (current year and ongoing).**  
The increase is within the project budget.
4. **Explain any legal and/or policy issues involved.**  
Complies with requirements of PCRB Rule 48-0330

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

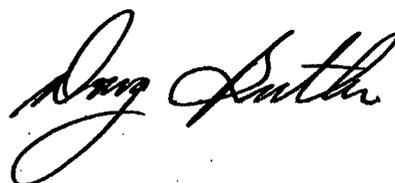
None.

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/14/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



Department of Business and Community Services

MULTNOMAH COUNTY OREGON

MEMORANDUM

Facilities and Property Management

401 North Dixon

Portland, Oregon 97227

(503) 988-3322 phone

(503) 988-5082 fax

**DATE:** December 12, 2005

**TO:** Public Contract Review Board  
Multnomah County Oregon

**FROM:**  Doug Butler, Manager  
Facilities and Property Management

**SUBJECT:** **REQUEST APPROVAL TO AMEND CONTRACT NUMBER  
460005410 WITH PARDUE RESTORATION FOR  
WATERPROOFING REPAIRS**

**General**

Facilities and Property Management requests the Public Contract Review Board to approve Amendment #3 to contract number 460005410 with Pardue Restoration for the purpose of adding funding for additional masonry repair services on the Juvenile Justice Center as part of the Waterproofing Repair Project.

**Background**

When the new PCRB Rules went into effect on March 1, 2005, they created new or different requirements for the processing of amendments to various types of contracts. Formal Renovation/Remodel Construction Contracts (exceeding \$75,000) now require approval of the Public Contract Review Board to amend a contract that exceeds 33% of the original amount of the contract per PCRB Rule 48-0330, Contract Amendments.

The County has a contract with Pardue Restoration to provide services for the repair of waterproofing at the Juvenile Justice Center. Formal competition was solicited for the original contract (Bid #B05-8497) and the contract was awarded to the contractor named above as the most responsive, responsible contractor.

The original amount of the contract was \$77,232.00. The services included cleaning and sealing cement masonry unit wall areas and mortar repair where required.

Amendment #1 was executed against this contract. Amendment #1 requested the following changes:

- 1) Additional cost for substituting sealing and caulking products when originally specified product did not function adequately. Additional cleaning and caulking of windows was also required due to substituted product. The contract was increased by \$16,992.40 (a 22% increase) for a new total of \$94,224.40. See Attachment 1.

Amendment #2 was executed against this contract. Amendment #2 requested the following changes:

2) Additional Cleaning and caulking of windows as required by product substitution. Amendment #1 included the increase to the price of the linear feet but did not include the base amount of linear feet that needed to be added for the new product. The contract was increased by \$5,688.00 (a 29% increase) for a new total of \$99,912.40. See Attachment 2.

#### **Current Need and Scope of Services**

During the final punch list, masonry deterioration was observed below one overflow scupper. A quote was provided by the Contractor to replace the damaged masonry faces and to install a sheet metal box and downspout to correct the design which was causing the damage. In order to maintain the 10-year waterseal warranty, the current Contractor needs to provide this repair.

This Amendment #3 is a 34% increase to the original contract amount and now requires PCRB approval under the new rules. Multnomah County has determined that the additional work is needed. The contract termination date needs to be extended to accommodate the additional time required to process this amendment request. The new contract termination date will be March 15, 2006.

#### **Estimated Cost**

A total of \$3,450.00 is required to complete the additional work on the project for Amendment #3. The new total for the contract is \$103,362.40. The funds are in the project budget. See Amendment 3 included in packet.

#### **Summary**

For the reasons stated above Facilities and Property Management believes it is in the best interest of Multnomah County and the public to request this amendment to the contract in order to complete the project. Please contact Clark Jurgemeyer, Project Manager, at extension 83074 if additional information is required.

#### **Attachments**

c: Clark Jurgemeyer  
John Lindenthal  
File

FACILITIES AND PROPERTY MANAGEMENT

CONTRACT ROUTING SLIP

Document Type:

New Contract  Amendment  Exemption  Other \_\_\_\_\_

Contractor: **Pardue Restoration**  
 dba Associated Masonry Res Inc

Contract No: 4600005410

*[Handwritten signature]*  
 Amnd. #1

Project Name: JJC Waterproofing Repairs Phase 2

EEO Certification: 03/31/2007

Dollar Amount: \$16,992.40

RX No: 005818

ROUTING	INITIALS	DATE	I/O ADDRESS
Section Manager	<i>[Signature]</i>	<u>9/14/05</u>	274/FM
Contracts Manager	<i>[Signature]</i>	<u>9/14/05</u>	274/FM
Facilities Director	<i>[Signature]</i>	<u>9/14/05</u>	274/FM
Contracts Compliance	<i>[Signature]</i>	<u>9/27/05</u>	503/4
CPCA Senior Buyer	<i>[Signature]</i>	<u>9/29</u>	503/4
CPCA Manager	↓	↓	503/4
County Attorney	N/A	_____	503/5
County Chair	<i>[Signature]</i>	<u>9/29</u>	503/4 (CPCA Manager Signs)
Contractor	_____	<u>10-12-05</u>	

*[Handwritten signature]*  
 9/13/05



MULTNOMAH COUNTY OREGON

Class II Contract

Vendor Address
PARDUE RESTORATION DBA ASSOCIATED MASONRY RES INC PO Box 82054 PORTLAND OR 97282-0054

Information	
Contract Number	4600005410
Date	05/20/2005
Vendor No.	25180
Contact/Phone	BCS Facilities / X83322
Validity Period:	06/15/2005 - 09/30/2005
Minority Indicator:	Not Identified

Estimated Target Value: 94,224.40 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	JJC WATERPROOFING REPAIRS  Plant: F030 Community Service Requirements Tracking Number: B05-8497 BASE BID + ALTERNATES 1 & 3 WORK TO BE COMPLETED 90 DAYS FROM NOTICE TO PROCEED For questions call Clark Jurgemeyer 503-988-3322 ext. 83074. dlaney	77,232.000	Dollars	\$ 1.0000
0002	CHANGE ORDER #1  Plant: F070 County Management Requirements Tracking Number: B05-8497 1. SUBSTITUTE DEGUSSA BSM 40VOC FOR THE WB CONCENTRATE +\$13,478.40 2. SUBSTITUTE DOW CORNING 790 SILICONE FOR THE POLYURETHANE SPECIFIED + \$1264.00. 3. CLEAN 42 WINDOWS +2,250.00 FOR QUESTIONS CONTACT C. JURGEMEYER AT 83074 laney 09/09/2005	16,992.400	Dollars	\$ 1.0000

# CONSTRUCTION CHANGE ORDER (No CAF Required)

PROJECT: Juvenile Justice Center Waterproofing Repairs phase two	CHANGE ORDER NUMBER: 1
	CONTRACT NUMBER: 4600005410
VENDOR: Pardue Restoration Dbas Assoc. Masonry Res. Inc. Portland, Oregon 97202	PROJECT NUMBER: CP10.45.03B
	CONTRACT FOR: Public Works
	CONTRACT DATE: 06/15/2005

The parties agree to the following changes in this contract:

1. SUBSTITUTE DEGUSSA BSM 40VOC FOR THE WB CONCENTRATE +\$13,478.40
2. SUBSTITUTE DOW CORNING 790 SILICONE FOR THE POLYURETHANE SPECIFIED + \$1264.00.
3. CLEAN 42 WINDOWS +2,250.00

Original Contract Price .....	\$77,232.00
Net changes to the Contract Price by previous Change Order(s) .....	\$0.00
Contract Price prior to this Change Order .....	\$77,232.00
Change in Contract Price as a result of this Change Order .....	\$16,992.40
The new Contract Sum including this Change Order will be .....	\$94,224.40
Net changes to the Contract Time by previous Change Order(s) .....	0 days
The Change in Contract Time as a result of this Change Order .....	17 days
The Date of Completion as of the date of this Change Order .....	September 30, 2005

Multnomah County

By: *Wang Lin*  
Chair  
Date: 9/29/05

Contractor

By: *Mary Pini*  
Date: Oct. 2, 2005

Approved:

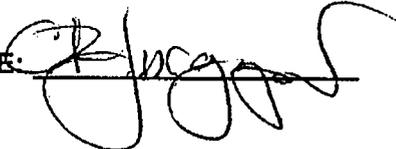
*[Signature]*  
Project Manager  
Date: 2005.09.14

*[Signature]*  
Director, Facilities Management

Date: 9/14/05



**CONTRACTOR NOTICE TO PROCEED**

**DATE:** August 16, 2005 **CONTRACT:** # 104496566  
**TO:** Pardue Restoration – Marvin Price **RELEASE:** #  
**CC:** Scott Edwards Architecture LLP – Peter Grimm  
County – Brett Taute  
**FROM:** Clark Jurgemeyer **SIGNATURE:**   
**BUILDING:** 311 Juvenile Justice Complex  
**PROJECT:** CP10.45.03B – Waterproofing Repairs (Phase Two) Material Substitution

The County directs the A/E Service Provider to start work on the above-referenced project in accordance with the A/E Scope of Services requested by the County and the corresponding Cost Proposal offered by the A/E Service Provider. Project schedules and timelines will start as of the date of this notice. All work shall be in conformance with the existing or proposed contract, purchase order, or release order.

This notice acts as a placeholder until the appropriate authorization (e.g. contract, purchase order, release order, contract change order, purchase order change, or [release] change order) is fully executed. This notice has the full weight and authority of the pending authorization (as amended below). When the executed authorization is received, it shall supercede this notice.

**NOTICE TERMS**

Begin work on the above-referenced project (*check one*):

- Immediately
- On (date):

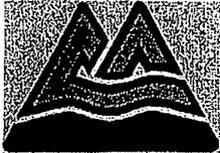
**CONDITIONS**

This notice to proceed applies to (*check one*):

- All phases, stages and elements of the proposed work
- Proposed work excluding the following specific phases, stages or elements (*describe*):
- Only the following specific phases, stages, or elements of the proposed work (*describe*):  
Based upon the Architect's acceptance of the test panels using Degussa water repellent material, we accept your proposal dated August 9, 2005 to substitute Degussa BSM 40VOC for the WB Concentrate for an increase in Contract Amount of \$13,478.40, but no change in Contract Time.

**COMMENTS**

If the product or its application emits an odor, limit infiltration into the building at air intakes and building entrances using filter fabric or other such construction aids as practical.



Department of Business and Community Services

**MULTNOMAH COUNTY OREGON**

**TRANSMITTAL FAX**

Facilities and Property Management  
401 N. Dixon Street (First Floor)  
Portland, Oregon 97227-1865

phone (503) 988-3322  
fax (503) 988-5082  
(503) 988-5643

**DATE:** 2005.08.16 **TO FAX:** 503 233-9787

**TO >** **Contact Person:** Marvin Price  
**Organization:** Pardue Restoration

**Address:** 3127 SE 22<sup>nd</sup> Avenue  
**City:** Portland, OR 97202  
**Telephone:** 503 223-9797

**CC:** Scott Edwards Architecture LLP – Peter Grimm (503 226-3715)  
Multnomah County - Brett Taute

**FROM:** Clark Jurgemeyer (503 988-3074, 503 988-5643 fax)

**SUBJECT:** B311 Juvenile Justice Complex – Material Substitution

Please deliver the following information to the person named above immediately upon receipt. The person may be contacted at the phone number listed above. If you do not receive the number of paged indicated, please call as soon as possible to notify the sender.

**MESSAGE:**

Contractor Notice to Proceed (Material Substitution) for Degussa BSM 40VOC in lieu of specified Prosoco WB Concentrate.

Please forward additional proposals for the scope and cost to complete the following:

- (1) Clean window glazing and mullions, where acrylic sealer was previously applied.
- (2) Substitute silicone for urethane sealant (and indicate warranty period).

**TOTAL NUMBER OF PAGES (including this page as Page 1):** 2



# PARDUE RESTORATION

3427 SE 22nd Avenue, Portland, OR 97202  
P.O. Box 82054, Portland, OR 97282

Office (503) 233-9797  
Mobile (503) 799-1397  
Fax (503) 233-9787

PETER GRIMM  
SCOTT EDWARDS ARCHITECTURE

AUGUST 9, 2005

CLARK JURGEMEYER  
MULTNOMAH COUNTY

RE: JUVENILE JUSTICE. WATER REPELLENT.

GENTLEMEN:

DURING THE TESTING PROCESS DISCUSSED IN OUR MEETING AT THE SITE LAST WEEK WE FOUND THAT THE APPLICATION OF THE BG&AG TO ANY AREA WHICH HAS THE "MYSTERY" SEALER IN/ON IT RESULTS IN A "MOTTLED", "DARKENED" APPEARANCE WITH A "BROWNISH" STAIN IN THE PORES OF THE CMU.

EXACERBATING THE PROBLEM IS THE DIFFICULTY OF REMOVING THE MATERIAL WHERE THIS HAS OCCURED.

AS THE ORIGINAL WATER REPELLENT WAS BSM 40 WE ASKED THE REGIONAL MANAGER FOR DEGUSSA TO COME TO THE SITE AND TEST TO DETERMINE IF BSM 40 VOC COULD BE USED SANS THE NEED TO "STRIP" AND IF THE NECESSARY COVERAGE RATE TO OBTAIN A WARRANTY WOULD BE PROHIBITIVELY EXPENSIVE.

THE ATTACHED LETTER FROM DEGUSSA ADDRESSES THESE CONCERNS.

SHOULD YOU DECIDE TO USE BSM40VOC THE COST WOULD BE AS FOLLOWS:

1. I WILL HOLD THE COST OF LABOR AND EQUIPMENT TO APPLY AT CURRENT LEVELS.

2. MATERIAL COST: EXISTING BUDGET FOR WB CONCENTRATE:	\$143.50/GAL.
	@ 9 PATTS WATER TO ONE PART WB
	\$ 14.35/GAL
	@ 100 SQ.FT./GAL.
	\$ 0.1435/SQ.FT.
	@ 72,000 SQ.FT.
	\$ 10,322.00 COST
FOR DEGUSSA BSM 40VOC	\$ 21.50/GAL.
	@ 65 SQ.FT./GAL
	\$ 0.3307/SQ.FT.
	@ 72,000 SQ.FT.
	\$ 23,810.40

TOTAL COST ADD: \$23,810.40  
(\$10,322.00)  
 \$13,478.40





## PARDUE RESTORATION

3427 SE 22nd Avenue, Portland, OR 97202  
P.O. Box 82054, Portland, OR 97282

Office (503) 233-9797  
Mobile (503) 799-1397  
Fax (503) 233-9787

THE COST DIFFERENCE OF \$13,478.40 MAY WELL BE MORE THAN OFFSET BY THE ELIMINATION OF THE STRIPPING.

SINCERELY,

MARVIN J. PRICE  
PRESIDENT

**degussa.**

**Services Business Line**

**FAX**

1 page

To: **Marv Price, Pardus Restoration**  
Subject: **Juvenile Detention Facility, Portland OR**  
Fax Number: **503)233-9787**

**Degussa Corporation**  
379 Interpace Parkway  
P.O. Box 677  
Parlisspeny, NJ 07054-0677

**Bob Dooley**  
Western Regional Manager

Direct: **360)576-8642**  
Fax: **360)576-6671**

**bdooley257@degussa.com**  
**www.degussa.com**

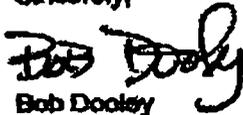
**August 8, 2005**

Dear Marv:

As discussed, I've visited the above jobsite at your invitation and performed test applications of Chem-Trete BSM 40VOC. My findings are that the material can be applied successfully in all areas. At the recommended coverage rate of 65 sq. ft./gal., we would issue a 10 year water repellency warranty.

I hope this information is helpful. Please advise if you have any questions or need more information. Thanks for the opportunity to serve as your material supplier on this project.

Sincerely,



Bob Dooley

Chem-Trete/Aqua-Trete/Protectosil





**CONTRACTOR NOTICE TO PROCEED**

**DATE:** August 22, 2005 **CONTRACT:** # 104496566

**TO:** Pardue Restoration – Marvin Price **RELEASE:** #

**CC:** Scott Edwards Architecture LLP – Peter Grimm  
County – Brett Taute

**FROM:** Clark Jurgemeyer **SIGNATURE:** 

**BUILDING:** 311 Juvenile Justice Complex

**PROJECT:** CP10.45.03B – Waterproofing Repairs (Phase Two) Caulking

The County directs the A/E Service Provider to start work on the above-referenced project in accordance with the A/E Scope of Services requested by the County and the corresponding Cost Proposal offered by the A/E Service Provider. Project schedules and timelines will start as of the date of this notice. All work shall be in conformance with the existing or proposed contract, purchase order, or release order.

This notice acts as a placeholder until the appropriate authorization (e.g. contract, purchase order, release order, contract change order, purchase order change, or [release] change order) is fully executed. This notice has the full weight and authority of the pending authorization (as amended below). When the executed authorization is received, it shall supercede this notice.

**NOTICE TERMS**

Begin work on the above-referenced project (*check one*):

- Immediately
- On (date):

**CONDITIONS**

This notice to proceed applies to (*check one*):

- All phases, stages and elements of the proposed work
- Proposed work excluding the following specific phases, stages or elements (*describe*):
- Only the following specific phases, stages, or elements of the proposed work (*describe*):  
We accept your proposal dated August 12, 2005 for the following:
  1. Clean 42 windows for an increase in Contract Amount of \$2,250.00
  2. Substitute Dow Corning 790 Silicone for the Polyurethane specified for an increase in Contract Amount of \$1,264.00.
  3. Increase unit cost for additional caulking from \$4.50 to \$5.50 per linear foot.

**COMMENTS**

No change in Contract Time.



## PARDUE RESTORATION

3427 SE 22nd Avenue, Portland, OR 97202  
P.O. Box 82054, Portland, OR 97282

Office (503) 233-9797  
Mobile (503) 799-1397  
Fax (503) 233-9787

PETER GRIMM  
SCOTT EDWARDS ARCHITECTURE  
1630 SW. MORRISON ST.  
SUITE 210  
PORTLAND, OR 97205

AUGUST 12, 2005

RE: JUVENILE JUSTICE.

1. THE COST TO CLEAN 42 WINDOWS WILL BE: \$2,250.00.
2. THE COST TO CHANGE FROM POLYURETHANE TO DOW CORNING 790 SILICONE FOR THE 1,264 LF OF SEALANT REPLACEMENT WILL BE: \$1,264.00
3. THE UNIT COST FOR THE CAULKING REPLACEMENT WITH POLYURETHANE WAS : \$4.50  
AT 1,264 LF THE TOTAL IS \$5,688.00. WITH SILICONE: \$6,952.00

SINCERELY,

MARVIN J. PRICE  
PRESIDENT



FACILITIES AND PROPERTY MANAGEMENT

CONTRACT ROUTING SLIP

Document Type:

New Contract  Amendment  Exemption  Other \_\_\_\_\_

Contractor: **Pardue Restoration  
dba Associated Masonry Res Inc**

Contract No: **4600005410** ✓

Project Name: **JJC Waterproofing Repairs Phase 2**

Change Order: 2

EEO Certification: **03/31/2007**

Dollar Amount: **\$5,688.00**

RX No: **005824**

ROUTING	INITIALS	DATE	I/O ADDRESS
Section Manager	<u>JAL</u>	<u>9/29/05</u>	274/FM
Contracts Manager	<u>CB</u>	<u>9/29/05</u>	274/FM
Facilities Director	<u>AS</u>	<u>9/30/05</u>	274/FM
Contracts Compliance	_____	_____	503/4
CPCA Senior Buyer	_____	_____	503/4
CPCA Manager	<u>[Signature]</u>	<u>10/18</u>	503/4
County Attorney	<u>NA</u>	_____	503/5
County Chair	<u>✓</u>	<u>10/18/05</u>	503/4 (CPCA Manager Signs)
Contractor	<u>✓</u>	<u>10/24/05</u>	

*mt 9/29/05*  
*2900*  
060104  
*GTS*



# Class II Contract

Vendor Address
PARDUE RESTORATION DBA ASSOCIATED MASONRY RES INC PO Box 82054 PORTLAND OR 97282-0054

Information
<b>Contract Number</b> 4600005410 <b>Date</b> 05/20/2005 <b>Vendor No.</b> 25180 <b>Contact/Phone</b> BCS Facilities / X83322 <b>Validity Period:</b> 06/15/2005 - 09/30/2005 <b>Minority Indicator:</b> Not Identified

**Estimated Target Value:** 99,912.40 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<b>JJC WATERPROOFING REPAIRS</b>  Plant: F030 Community Service Requirements Tracking Number: B05-8497 <b>BASE BID + ALTERNATES 1 &amp; 3</b> <b>WORK TO BE COMPLETED 90 DAYS FROM NOTICE TO PROCEED</b> <i>For questions call Clark Jurgemeyer 503-988-3322 ext. 83074.</i> <i>dlaney</i> <b>Ship to:</b>	77,232.000	Dollars	\$ 1.0000
0002	<b>CHANGE ORDER #1</b>  Plant: F070 County Management Requirements Tracking Number: B05-8497 <b>1. SUBSTITUTE DEGUSSA BSM 40VOC FOR THE WB CONCENTRATE +\$13,478.40</b> <b>2. SUBSTITUTE DOW CORNING 790 SILICONE FOR THE POLYURETHANE SPECIFIED + \$1264.00.</b> <b>3. CLEAN 42 WINDOWS +2,250.00</b> <b>FOR QUESTIONS CONTACT C. JURGEMEYER AT 83074</b> <i>laney 09/09/2005</i> <b>Ship to:</b>	16,992.400	Dollars	\$ 1.0000
0003	<b>Change Order #2</b>  Plant: F070 County Management Requirements Tracking Number: B05-8497 <b>CHANGE ORDER #2 CAULKING REPLACEMENT</b> <b>Ship to:</b> Multnomah County Dept of County Management 501 SE Hawthorne Blvd, 4th Fl Portland OR 97214	5,688.000	Dollars	\$ 1.0000

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/05

<b>PRODUCER</b> USI Northwest 700 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Associated Masonry Restoration, Inc. dba Pardue Restoration PO Box 82054 Portland, OR 97282	INSURER A: Oregon Automobile Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBRAD LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C01163957	07/28/05	07/28/06	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C01163957	07/28/05	07/28/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> Multnomah County Facilities Management 401 N Dixon St Portland, OR 97227-1865	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the Issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE  
04/01/200

<b>PRODUCER</b> 877-945-7378 Willis North America, Inc. - Regional Cert Center 26 Century Blvd. P. O. Box 305191 Nashville, TN 372305191		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Associated Masonry Restoration Inc. dba Pardue Restoration P.O. Box 82054 Portland, OR 97282		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: SAIF Corporation INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC#</b> 36196-0

**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED, IT MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	467238	4/1/2005	4/1/2006	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,00 E.L. DISEASE - EA EMPLOYEE \$ 500,00 E.L. DISEASE - POLICY LIMIT \$ 500,00

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
**RE: Operations of the named insured.**

<b>CERTIFICATE HOLDER</b> Multnomah County Facilities Management Attn: Allen Profit 2505 SE 11th Portland, OR 97202	<b>CANCELLATION</b> 10 days nonpayment of premium SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Cindy Klauce</i>
---	--

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# CONSTRUCTION CHANGE ORDER (No CAF Required)

PROJECT: Juvenile Justice Center Waterproofing Repairs Phase two	CHANGE ORDER NUMBER: 2
VENDOR: Pardue Restoration Dbas Assoc. Masonry Res. Inc. Portland, Oregon 97202	CONTRACT NUMBER: 4600005410
	PROJECT NUMBER: CP10.45.03B
	CONTRACT FOR: Public Works
	CONTRACT DATE: 06/15/2005

The parties agree to the following changes in this contract:

1. Caulking replacement with Polyurethane + \$5688.00.

Original Contract Price .....	\$77,232.00
Net changes to the Contract Price by previous Change Order(s) .....	\$16,992.00 <i>etc.</i>
Contract Price prior to this Change Order .....	\$94,224.00
Change in Contract Price as a result of this Change Order .....	\$5,688.00
The new Contract Sum including this Change Order will be .....	\$99,912.00 <i>etc.</i>
Net changes to the Contract Time by previous Change Order(s) .....	17 days
The Change in Contract Time as a result of this Change Order .....	0 days
The Date of Completion as of the date of this Change Order .....	September 30, 2005

Multnomah County

By: *Diane King*  
Chair  
Date: 10/18/05

Approved:  
*[Signature]*  
Project Manager  
Date: 2005.10.11

Contractor

By: *[Signature]*  
Date: 10-21-05

*[Signature]*  
Director, Facilities Management  
Date: 10/11/05





# PARDUE RESTORATION

3427 SE 22nd Avenue, Portland, OR 97202  
P.O. Box 82054, Portland, OR 97282

Office (503) 233-9797  
Mobile (503) 799-1397  
Fax (503) 233-9787

PETER GRIMM  
SCOTT EDWARDS ARCHITECTURE  
1630 SW. MORRISON ST.  
SUITE 210  
PORT., OR 97205

AUGUST 12, 2005

RE: JUVENILE JUSTICE.

1. THE COST TO CLEAN 42 WINDOWS WILL BE: \$2,250.00.
2. THE COST TO CHANGE FROM POLYURETHANE TO DOW CORNING 790 SILICONE FOR THE 1,264 LF OF SEALANT REPLACEMENT WILL BE: \$1,264.00
3. THE UNIT COST FOR THE CAULKING REPLACEMENT WITH POLYURETHANE WAS : \$4.50 AT 1,264 LF THE TOTAL IS \$5,688.00. WITH SILICONE: \$6,952.00

*cont*

*2042*

*- 5,688 -*  
*1,264 already*  
*approved*

SINCERELY,

*Marvin J. Price*  
MARVIN J. PRICE  
PRESIDENT



# FACILITIES AND PROPERTY MANAGEMENT

## CONTRACT ROUTING SLIP

Document Type:

New Contract  Amendment  Exemption  Other \_\_\_\_\_

Contractor: Pardue Restoration

Contract No: 4600005410

Project Name: JJC Waterproofing Repair

Amendment/Change Order No: 3

Dollar Amount of Change: \$3,450.00

RX No: 005891

ROUTING	INITIALS	DATE	I/O ADDRESS
Section Manager	<u>JAP</u>	<u>12/24/05</u>	274/FM
Contracts Manager	<u>CB</u>	<u>11/22/05</u>	274/FM
Facilities Director	<u>AD</u>	<u>11/22/05</u>	274/FM
Contracts Compliance	_____	_____	503/4
CPCA Senior Buyer	_____	_____	503/4
CPCA Manager	_____	_____	503/4
County Attorney	<u>JL</u>	<u>12/14/05</u>	503/5
County Chair	<u>JL</u>	_____	503/4 (CPCA Manager Signs)
Contractor	_____	_____	

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Attorney signature)  Attached  Not Attached Contract #: 4600005410  
 Amendment #: 3

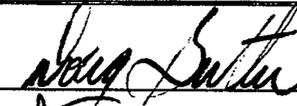
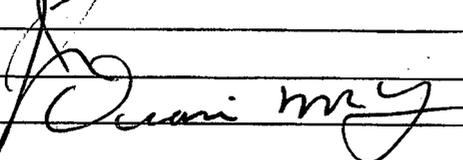
CLASS I	CLASS II	CLASS III A
Contracts \$75,000 and less per 12 month period  <input type="checkbox"/> Professional Services Contracts <input type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	Contracts over \$75,000 per 12 month period  <input type="checkbox"/> Professional Services Contracts <input checked="" type="checkbox"/> PCRB Contracts <input type="checkbox"/> Maintenance Agreements <input type="checkbox"/> Licensing Agreements <input checked="" type="checkbox"/> Public Works Construction Contracts  <input type="checkbox"/> Architectural & Engineering Contracts <input type="checkbox"/> Revenue Contracts <input type="checkbox"/> Grant Contracts <input type="checkbox"/> Non-Expenditure Contracts	<input type="checkbox"/> Government Contracts (190 Agreement)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <b style="text-align: center;">CLASS III B</b> <input type="checkbox"/> Government Contracts (Non-190 Agreement)  <input type="checkbox"/> Expenditure <input type="checkbox"/> Non-Expenditure <input type="checkbox"/> Revenue <hr/> <input type="checkbox"/> Interdepartmental Contracts

Department: DBCS Division: FACILITIES Date: 12/12/05  
 Originator: CLARK JURGEMEYER Phone: 83074 Bldg/Rm: 274/L1  
 Contact: WARREN GRAY/Jan Thompson Phone: 84056 Bldg/Rm: 274/1  
 Description of Contract: Waterproofing repairs phase 2 - amendment 3 for additional work and extend contract termination date.

RENEWAL:  PREVIOUS CONTRACT #(S): \_\_\_\_\_  
 RFP/BID: B05-8497 RFP/BID DATE: 03/31/2005  
 EXEMPTION #: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 Effective DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
 CONTRACTOR IS:  MBE  WBE  ESB  QRF State Cert# \_\_\_\_\_ or  Self Cert  Non-Profit  N/A (Check all boxes that apply)

Contractor <u>Pardue Restoration dba Assoc. MasonryRes Inc</u> Address <u>3427 SE 22<sup>nd</sup> Ave</u> City/State <u>Portland, Oregon</u> ZIP Code <u>97202</u> Phone <u>503-233-9797</u> Employer ID# or SS# <u>91-1600600</u> Contract Effective Date <u>06/15/2005</u> Term Date <u>09/13/2005</u> Amendment Effect Date <u>12/15/05</u> New Term <u>5/31/06</u> Original Contract Amount <u>\$77,232.00</u> Total Amt of Previous Amendments <u>\$22,680.40</u> Amount of Amendment <u>\$3,450.00</u> Total Amount of Agreement \$ <u>\$103,362.40</u>	Remittance address <u>PO Box 82054</u> (If different) <u>Portland, Oregon 97282</u> Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>invoiced</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Funding Info: Original Requirements Amount \$ _____ Total Amt of Previous Amendments \$ _____ Requirements Amount Amendment: \$ _____ Total Amount of Requirements \$ _____
--	---

REQUIRED SIGNATURES:

Department Manager <u></u>	DATE <u>12/14/05</u>
Purchasing Manager _____	DATE _____
County Attorney <u></u>	DATE <u>12/21/05</u>
County Chair _____	DATE <u>1/6/06</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

COMMENTS: RX005891

APPROVED: MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
 AGENDA # C-7 DATE 01-05-06  
 DEBORAH L. BOGSTAD, BOARD CLERK



# Class II Contract

### Vendor Address

PARDUE RESTORATION  
 DBA ASSOCIATED MASONRY RES INC  
 PO Box 82054  
 PORTLAND OR 97282-0054

### Information

**Contract Number** 4600005410  
**Date** 05/20/2005  
**Vendor No.** 25180  
**Contact/Phone** BCS Facilities / X83322  
**Validity Period:** 06/15/2005 - 03/14/2006  
**Minority Indicator:** Not Identified

**Estimated Target Value:** 103,362.40 USD

Item	Material/Description	Target Qty	UM	Unit Price
0001	<p>JJC WATERPROOFING REPAIRS</p> <p>Plant: F030 Community Service            Requirements Tracking Number: B05-8497            BASE BID + ALTERNATES 1 &amp; 3            WORK TO BE COMPLETED 90 DAYS FROM NOTICE TO PROCEED            For questions call Clark Jurgemeyer 503-988-3322 ext. 83074.            dlaney</p>	77,232.000	Dollars	\$ 1.0000
0002	<p>CHANGE ORDER #1</p> <p>Plant: F070 County Management            Requirements Tracking Number: B05-8497            1. SUBSTITUTE DEGUSSA BSM 40VOC FOR THE WB            CONCENTRATE +\$13,478.40            2. SUBSTITUTE DOW CORNING 790 SILICONE FOR THE            POLYURETHANE SPECIFIED            + \$1264.00.            3. CLEAN 42 WINDOWS +2,250.00            FOR QUESTIONS CONTACT C. JURGEMEYER AT 83074            laney 09/09/2005</p>	16,992.400	Dollars	\$ 1.0000
0004	<p>CHANGE ORDER #2</p> <p>Plant: F070 County Management            Requirements Tracking Number: B05-8497            CHANGE ORDER NO. 2 CAULKING REPLACEMENT-1,264 LF OF            CAULKING REPLACEMENT AT \$4.50 /LF. CHANGE WAS PREVIOUSLY            PROCESSED BUT NOT PROPERLY LINKED TO CONTRACT. WGRAY.</p>	5,688.000	Dollars	\$ 1.0000
0005	<p>CHANGE ORDER #3</p> <p>Plant: F070 County Management            Requirements Tracking Number: B05-8497.            c/o #3 MASONARY REPAIR            dpl 11/21/2005</p>	3,450.000	Dollars	\$ 1.0000

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/28/05

<b>PRODUCER</b> USI Northwest 700 NE Multnomah, Suite 1300 Portland, OR 97232 503 224-8390		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Associated Masonry Restoration, Inc. dba Pardue Restoration PO Box 82054 Portland, OR 97282		<b>INSURERS AFFORDING COVERAGE</b> INSURER A: Oregon Automobile Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C01163957	07/28/05	07/28/06	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (EA OCCUR/RANCE)	\$100,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C01163957	07/28/05	07/28/06	COMBINED SINGLE LIMIT (EA ACCIDENT)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

<b>CERTIFICATE HOLDER</b> Multnomah County Facilities Management 401 N Dixon St Portland, OR 97227-1865	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
--	---

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

<b>ACORD CERTIFICATE OF LIABILITY INSURANCE</b> Page 1 of 2		DATE 05/05/2005
PRODUCER 877-945-7378 Ellis North America, Inc. - Regional Cert Center 28 Century Blvd. P. O. Box 305191 Nashville, TN 372305191	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Parade Restoration PO Box 82054 Portland, OR 97282	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: SAIF Corporation	96196-001
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PERIOD <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	467238	4/1/2005	4/1/2006	<input checked="" type="checkbox"/> WORKERS COMPENSATION <input type="checkbox"/> TOTAL LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re : Operations of the Named Insured

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
Multnomah County CPCA Section 501 SE Hawthorne, Suite 400 Portland, OR 97214	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Cindy Rance</i>

## IMPORTANT

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If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

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# CONSTRUCTION CHANGE ORDER

PROJECT: JJC Waterproofing Repair

CHANGE ORDER NUMBER: 3

VENDOR: Pardue Restoration  
PO Box 82054  
Portland, OR 97282-0054

CONTRACT NUMBER: 4600005410

PROJECT NUMBER: CP10.45.03B

CONTRACT FOR: Construction

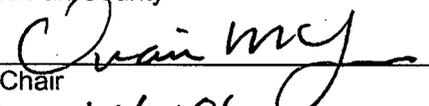
CONTRACT DATE: 6/15/05

The parties agree to the following changes in this contract (per the attached detail):

Additional repair to masonry units, install box and downspout.

Original Contract Price .....	\$77,232.00
Net changes to the Contract Price by previous Change Order(s) .....	22,680.40
Contract Price prior to this Change Order .....	99,912.40
Change in Contract Price as a result of this Change Order .....	3,450.00
The new Contract Sum including this Change Order will be .....	103,362.40
Net changes to the Contract Time by previous Change Order(s) .....	17 days
The Change in Contract Time as a result of this Change Order .....	30* days
The Date of Completion as of the date of this Change Order .....	5/31/06

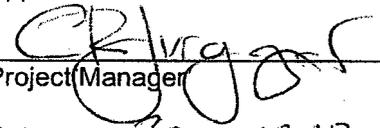
Multnomah County

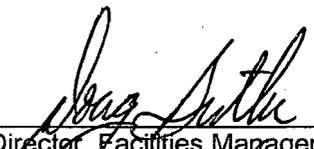
By:   
Chair  
Date: 1.6.06

Contractor

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

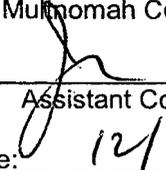
Approved:

  
Project Manager  
Date: 2005 12 13

  
Director, Facilities Management  
Date: 12/14/05

Reviewed:

Agnes Sowle, County Attorney  
For Multnomah County

By:   
Assistant County Attorney  
Date: 12/14/05

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

AGENDA # C-7 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

\* By mutual agreement of the parties work under this contract is suspended due to inclement weather. The work to be done under this change order will be scheduled by mutual agreement of the parties. General Conditions will not apply during the period in which work is suspended.





## PARDUE RESTORATION

3427 SE 22nd Avenue, Portland, OR 97202  
P.O. Box 82054, Portland, OR 97282

Office (503) 233-9797  
Mobile (503) 799-1397  
Fax (503) 233-9787

CLARK JUGEMEYER  
FACILITIES  
MULTNOMAH COUNTY

NOVEMBER 10, 2005

RE: DONALD E. LONG OVERFLOW SCUPPER AND MASONRY REPAIR.

SCOPE OF WORK:

REPAIR ALL MASONRY UNITS WHICH HAVE BEEN ERODED BY WATER FLOWING FROM THE ROOF OVERFLOW.

INSTALL A STAINLESS STEEL SCUPPER AND DOWNSPOUT.

USE TAMPER FREE HARDWARE.

INSTALL BSM40VOC WATER REPELLENT ON NEW MASONRY UNIT SURFACES.

TOTAL COST FOR ALL LABOR , MATERIALS AND EQUIPMENT: \$3,450.00

SINCERELY,

MARVIN J. PRICE  
PRESIDENT

**THOMPSON Jan**

---

**From:** JURGEMEYER Clark R  
**Sent:** Thursday, November 17, 2005 7:01 AM  
**To:** THOMPSON Jan  
**Cc:** LINDENTHAL John A; PROFFITT Alan D; TAUTE Brett  
**Subject:** RE: B311 JJC - Pardue Restoration Change Order for 4600005410

That being the case, I will need the Change Order timeframe extended to be 90 days after Board approval ... so the Contractor may find an appropriate weather window to complete the work.

Thanx.Clark

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

**From:** THOMPSON Jan  
**Sent:** Thursday, November 17, 2005 6:53 AM  
**To:** JURGEMEYER Clark R  
**Cc:** LINDENTHAL John A; PROFFITT Alan D; TAUTE Brett  
**Subject:** RE: B311 JJC - Pardue Restoration Change Order for 4600005410

Sorry, no. Anytime you exceed the 20% or 33% threshold (by even a penny) on a formal contract, we have to get Board approval. I'll get back to you if I need additional information for the request.

jan

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

**From:** JURGEMEYER Clark R  
**Sent:** Thursday, November 17, 2005 6:18 AM  
**To:** THOMPSON Jan  
**Cc:** LINDENTHAL John A; PROFFITT Alan D; TAUTE Brett  
**Subject:** B311 JJC - Pardue Restoration Change Order for 4600005410

**JAN -**

Does this provide enough information to solicit approval without seeking Board approval?

Please advise  
Thanx.Clark

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

**From:** GRAY Warren R  
**Sent:** Wednesday, November 16, 2005 12:03 PM  
**To:** JURGEMEYER Clark R  
**Cc:** THOMPSON Jan  
**Subject:** Pardue Restoration Change Order for 4600005410

Clark;

The latest change order requisition you submitted puts the request \$643.80 over the 33% increase for allowable remodeling work without seeking BOC approval. Please complete a memo to Jan explaining

the overage so that we can get on the Board Docket for approval.

Warren Gray, Contract Specialist, CCA, CCCA, CDT  
Facilities Management  
503-988-4056

①

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 1/15/05

SUBJECT: VIEWPOINT INN

AGENDA NUMBER OR TOPIC:

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: TED WHEELER

ADDRESS: 2028 S.W. JACKSON ST.

CITY/STATE/ZIP: PORTLAND, OR 97201

PHONE: \_\_\_\_\_ DAYS: 503-288-1265 EVES: \_\_\_\_\_

EMAIL: info@wheelerforcom.com FAX: \_\_\_\_\_

SPECIFIC ISSUE:

SUPPORT FOR VIEWPOINT INN PROJECTS

WRITTEN TESTIMONY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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

2

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 1/5/06

SUBJECT:

VIEW Point Farm / LAND use Planning

AGENDA NUMBER OR TOPIC:

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME:

Geoff Thompson

ADDRESS:

70301 E. Larch Mt. M.

CITY/STATE/ZIP:

Carbott OR 97019

PHONE:

DAYS: 503-697-5811

EVES:

EMAIL:

FAX:

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

**IF YOU WISH TO ADDRESS THE BOARD:**

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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





GROEN  
STEPHENS & KLINGE LLP  
ATTORNEYS AT LAW

11100 N.E. 8TH STREET, SUITE 750  
BELLEVUE, WASHINGTON 98004

JOHN M. GROEN  
RICHARD M. STEPHENS  
CHARLES A. KLINGE  
DIANA M. KIRCHHEIM  
BRIAN K. LEWALLEN  
SAMUEL A. RODABOUGH

TELEPHONE  
(425) 453-6206  
FACSIMILE  
(425) 453-6224

December 23, 2005

COPY

*Via Facsimile and U.S. Mail*

Mr. Kim Peoples  
Environmental Compliance Manager  
Multnomah County  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910

Derrick Tokos, Principal Planner  
Land Use Planning Division  
Multnomah County Planning Department  
1600 SE 190th Avenue, Suite 116  
Portland, Oregon 97233

**Re: View Point Inn and Restaurant**

Dear Mr. Peoples and Mr. Tokos:

This letter is sent on behalf of my client Mr. Geoff Thompson regarding the historic View Point Inn and Restaurant.

I received your response yesterday to my earlier letter dated December 13, 2005. As you will see, I disagree with your conclusion that accepting conditional reservations would be a code violation.

As I review the Multnomah County Code, I find **no support** for your interpretation that the code prohibits my clients from accepting conditional reservations for future use of the property. As discussed in my December 13<sup>th</sup> letter, such reservations would be expressly conditional on necessary permits first being approved. In other words, there would be no "use" of the property until the permits are in place. If the permits were not secured in time, the reservations would be cancelled.

Please understand that a number of people have already called and would like to make reservations for the summer months of **2007**. That is a full year and one-half away. Does Multnomah County really have a problem with allowing such **conditional** reservations? The public expects that the View Point Inn will be open by 2007 and there are people who desire to make reservations well in advance. Your letter identifies no legitimate purpose that is advanced by precluding people from making such conditional reservations.

Although your letter cites no provisions of the Multnomah County Code, it is clear that section 38.0010 is the relevant provision. That section states that "[n]o building, structure or land shall be **used**" except for approved uses. Emphasis added. The term "used" is not defined. Perhaps recognizing that a conditional reservation does not actually "use" the property, your

Ms. Kim Peoples, Environmental Compliance Manager  
Derrick Tokos, Principal Planner  
Multnomah County  
December 23, 2005  
Page 2 of 2

GROEN STEPHENS & KLINGE LLP

interpretation instead states that accepting a conditional reservation "supports an unpermitted use." This interpretation based on "support" of an "unpermitted use" is contradictory with the rest of your letter.

For example, you state that it is fine for my clients to contact government agencies and begin taking steps regarding on-site sewage, on-site parking, and historic preservation measures. Likewise, you wholeheartedly state that Mr. Thompson may take preliminary steps with potential hotel and restaurant purveyors. Indeed, you correctly state: "It is recognized that advanced business planning is an essential component of a sound business venture."

These activities all "support" the future commercial use. Although commercial use is not yet approved, you would allow these supportive activities as not being a "use" of the property itself. While that conclusion is correct, and these supportive steps should be allowed, the same principle should apply to a conditional reservation.

Advance advertising and marketing is also a normal component of a sound business venture. While my client knows he cannot, **and will not**, actually open the restaurant and hotel until all necessary permits are in place, it is unfair to block him from engaging in supportive steps that will help ensure the enterprise will be successful. One of those steps is to be able to accept reservations (conditional) at least for the summer season in 2007.

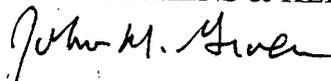
This is a very reasonable request and is consistent with the actual language of the code. The code only precludes "use," it does not preclude actions "supportive" of the eventual use.

We hope you will reconsider your letter and agree that accepting advance conditional reservations, particularly where it is agreed that reservations are subject to cancellation if permits are not first secured, is not a "use" and should not be barred.

We look forward to your response.

Sincerely,

GROEN STEPHENS & KLINGE LLP



John M. Groen  
[groen@GSKlegal.pro](mailto:groen@GSKlegal.pro)

JMG:lch

cc: Geoff Thompson  
Lisa Naito, District 3, Multnomah County Board of Commissioners



**Department of Community Services**  
**MULTNOMAH COUNTY OREGON**

Land Use and Transportation Program  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910  
PH. (503) 988-3043 Fax (503) 988-3389  
[www.co.multnomah.or.us/dbcs/LUT/land\\_use](http://www.co.multnomah.or.us/dbcs/LUT/land_use)

December 22, 2005

John M. Groen  
Groen, Stephens & Klinge, LLP  
11100 NE 8<sup>th</sup> Street, Suite 750  
Bellevue, Washington 98004

Post-it* Fax Note	7671	Date	12/12	# of pages	2
To	John Groen	From	Denise Kelly		
Co./Dept.		Co.	Multnomah		
Phone #		Phone #	503-988-3043		
Fax #	206-458-6004	Fax #			

**RE: View Point Inn**

Dear Mr. Groen,

The County appreciates your client's enthusiasm and forward thinking to kick start his anticipated business venture by seeking an "informal understanding" of what preliminary steps he can undertake while remaining compliant with the County land use code. Additionally, the County acknowledges Mr. Thompson's cooperation and patience as he strives to reach his goals for the Viewpoint Inn. It is in this spirit the County would like to respond to each of the items raised in your recent letter of December 13, 2005.

As you note, the plan amendment process for preserving historic buildings has not concluded. The County will make every effort to update its codes in a timely manner. This will happen once the Secretary of Agriculture concurs and the Commission advises that the amendment is effective. As with any public process, we do not know how it will unfold. While we anticipate that the County will need to implement most, if not all of the plan amendment language, the Commission deferred to counties to address health and safety issues and neighbor impacts such as waste disposal, traffic, parking, noise, and hours of operation. Responding to these issues will be a significant part of our update and may influence the intensity and manner in which development can occur. You will have an opportunity to participate in this process, and your feedback is welcome.

Initiating a conversation with Department of Environmental Quality about options for managing sewage for a more intense use, putting some thought to how on-site parking could be handled, and working with the State Historic Preservation Office to understand what their expectations are for preserving and enhancing the building are actions that Mr. Thompson can take that will help you respond to questions that come up during the legislative process. By taking these steps now, Mr. Thompson puts himself in a position to more rapidly submit a permit application once the County adopts a code that the Commission and Secretary of Agriculture concur is consistent with the plan amendment.

With respect to your inquiry about expressly and "conditionally" soliciting for reservations for lodging or the restaurant use prior to actual use approval, the County continues to maintain that such a practice supports an unpermitted use and is therefore

prohibited until the appropriate land use permit is obtained. Although your letter made no reference to a money deposit being required with the taking of advance reservations for lodging, as is typically done in the hospitality industry, this would be clearly a commercial activity supporting a specific land use.

Alternatively, marketing for lodging or the restaurant without a money deposit again is a practice supporting a use and in this case, a use that currently is not permitted and until such time approval is obtained, is not allowed.

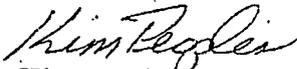
The County would be happy to coordinate with Mr. Thompson on the content of interpretive displays and agrees that advanced planning is appropriate and is a step that can be done in advance of permit approval. This being said, the County appreciates that items will not be displayed/stored outdoors until appropriate permits are obtained.

Finally, the County has no issue with Mr. Thompson fostering business contacts with potential hotel/restaurant purveyors. It is recognized that advanced business planning is an essential component of a sound business venture. As mentioned above, it would be prudent to engage the State Historical Preservation Office to ensure any business plan involving exterior/interior/kitchen facility remodeling is compliant with relevant regulations.

The County does appreciate what may be unique circumstances regarding Mr. Thompson's goals and strategies to achieve those goals. However, at the same time the County believes it has a responsibility to consistently apply the land use code across its jurisdictional responsibilities.

Please feel free to contact me should you have any questions about enforcement of the County land use codes, or speak with Derrick Tokos regarding implementation of the plan amendment.

Sincerely,

  
BY   
Kim Peoples  
Environmental Compliance Manager

xc: Derrick Tokos, Principal Planner  
Sandra Duffy, Asst. County Attorney



GROEN  
STEPHENS & KLINGE LLP  
ATTORNEYS AT LAW

11100 N.E. 8TH STREET, SUITE 750  
BELLEVUE, WASHINGTON 98004

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RICHARD M. STEPHENS  
CHARLES A. KLINGE  
DIANA M. KIRCHHEIM  
BRIAN K. LEWALLEN  
SAMUEL A. RODABOUGH

TELEPHONE  
(425) 453-6206  
FACSIMILE  
(425) 453-6224

December 13, 2005

COPY

*Via Facsimile and U.S. Mail*

Commissioner Lisa Naito  
Multnomah County Board of Commissioners  
District Three Commissioner  
501 SE Hawthorne Blvd., Suite 600  
Portland, OR 97214

**Re: View Point Inn and Restaurant**

Dear Commissioner Naito:

This letter is sent on behalf of my client Mr. Geoff Thompson regarding the historic View Point Inn and Restaurant. We are seeking your help in two specific ways.

As you know, public support for protecting this historic building has been overwhelming. With that support, significant progress has been achieved in Mr. Thompson's effort to preserve the inn and restaurant. On November 15, 2005, the Columbia River Gorge Commission approved an amendment to the Management Plan for the National Scenic Area that sets Gorge-wide policy for preservation of historic buildings. Under that policy, the View Point Inn and Restaurant can be opened to the public as a scenic viewpoint and cultural resource interpretive center, along with re-establishing the historic use as a restaurant and inn. This will allow revenue to be generated that will be re-invested in significant preservation and restoration projects for the structure.

While the efforts of many people have joined together to get this far, there is more work to be done. To that end, Mr. Thompson is seeking your assistance for completing and expediting the process at the Multnomah County level.

Here is the predicament. Mr. Thompson realizes that it will still take additional time for the Secretary of Agriculture to sign the amendment to the Management Plan. Likewise, after the Secretary signs, Multnomah County will need a reasonable amount of time to adopt an ordinance to implement the Management Plan amendment into the County code. Although the operative language of the implementing ordinance is already established by the Gorge Commission's approval, the County will still need to go through its legislative process and that will take additional time. Finally, before the View Point Inn and Restaurant can be opened to the public, a permit must be applied for and approved by the County under the new implementing ordinance. All of these steps are necessary before the View Point Inn and Restaurant can be opened for public enjoyment.

Unfortunately, the View Point Inn has precious little time left and significant repairs must be made before next fall and winter arrive. This means that the facility must be able to be opened as early as possible and certainly in time for the summer 2006 season. Without being able to be open to the public, revenue and financing to make necessary repairs to the chimney, roof, and heating system will not be available.

With this background, Mr. Thompson seeks your assistance in two ways. **First**, any steps that you and your staff can take to expedite the legislative process in enacting the implementing ordinance will be a significant help. The sooner that the draft ordinance can be introduced and brought to hearing, the better it will be for all concerned. If there is any information you need, or questions you might have, Mr. Thompson and I are readily available to meet with you or provide whatever assistance you might need from us.

Mr. Thompson is receiving numerous calls from supporters and the media asking when the public can anticipate being able to come visit the View Point Inn and Restaurant. At this time, he is unable to give a real answer. The bottom line is that historic preservation needs someone to champion the cause at the Multnomah County level. We are hopeful that you are the person to get this job done.

Our goal is to have a ribbon cutting ceremony on Mother's Day, May 14, 2006. Whether on that day or soon thereafter, the official opening of the View Point Inn and Restaurant will be a large media event and a cause for celebration.

Our **second** request for assistance is to secure some clarity from Multnomah County with regard to what actions Mr. Thompson can take to prepare for being able to open the historic property to the public. We know that actual commercial use cannot, and will not, begin until the implementing ordinance and a use permit are approved. Nevertheless, there are advance preparations that Mr. Thompson would like to take so that when he is allowed to be open for business, he can hit the ground running.

The concern is that Mr. Thompson wants to be careful not to take any preliminary steps that would be objectionable to Multnomah County. Attached is a copy of a letter to Mr. Derek Tokos and Mr. Kim Peoples that sets forth the preliminary steps that Mr. Thompson would like to be able to do in advance of actually opening the restaurant and inn.

Any assistance, suggestions, or other input you can provide in this effort to reach an informal understanding with Mr. Tokos and Mr. Peoples will be a significant help. As you review the attached letter, I believe you will agree that Mr. Thompson's request is reasonable.

Commissioner Lisa Naito  
Multnomah County Board of Commissioners  
December 13, 2005  
Page 3 of 3

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Thank you for your consideration.

Sincerely,

GROEN STEPHENS & KLINGE LLP



John M. Groen  
[groen@GSKlegal.pro](mailto:groen@GSKlegal.pro)

JMG:lch



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December 13, 2005

COPY

*Via Facsimile and U.S. Mail*

Mr. Kim Peoples  
Environmental Compliance Manager  
Multnomah County  
1600 SE 190<sup>th</sup> Avenue  
Portland, Oregon 97233-5910

Derrick Tokos, Principal Planner  
Land Use Planning Division  
Multnomah County Planning Department  
1600 SE 190th Avenue, Suite 116  
Portland, Oregon 97233

**Re: View Point Inn and Restaurant**

Dear Mr. Peoples and Mr. Tokos:

This letter is sent on behalf of my client Mr. Geoff Thompson regarding the historic View Point Inn and Restaurant.

As you know, the Columbia River Gorge Commission has adopted an amendment to the Management Plan that establishes Gorge-wide policy for preservation of historic buildings. This is a resource protection amendment (cultural resources) that must be implemented by Multnomah County.

The adoption by the Commission of a Management Plan amendment is a significant change from what has been the status quo for the View Point Inn and Restaurant. Nevertheless, my client fully realizes that **before** the View Point Inn and Restaurant can be opened to the public, Multnomah County must complete its legislative process to enact an implementing ordinance and, pursuant to that ordinance, a use permit must be approved. Mr. Thompson will be doing everything he can to help move those processes along. For example, we are already preparing documentation that will be needed as part of a permit application.

This letter is to seek some clarity or an informal understanding with Multnomah County as to what preliminary steps Mr. Thompson can take in preparation for eventual opening of the scenic viewpoint, interpretive center, and re-establishment of the historic use as a restaurant and inn. We know that actual commercial use cannot, and will not, begin until the implementing ordinance and use permit are approved. Nevertheless, there are advance preparations that any similar business would take so that, once the permits are approved, Mr. Thompson can hit the ground running.

Ms. Kim Peoples, Environmental Compliance Manager  
Derrick Tokos, Principal Planner  
Multnomah County  
December 13, 2005  
Page 2 of 3

GROEN STEPHENS & KLINGE LLP

This letter is to seek clarity that these preliminary steps can be taken without concern for objection from Multnomah County. As you know, we have strived to have a positive and open relationship with each of you and it is in that spirit that this letter is sent.

The first step concerns advance hotel reservations. As you know, under the amendment to the Management Plan, the View Point Inn and Restaurant will be allowed to re-establish its historic use as an inn. Only five rooms for overnight accommodations will be available. A number of people would like to book advance reservations (some even several years out) with the understanding that any reservations would be expressly conditional and subject to cancellation if all necessary permits are not first secured. Although rooms would not be let out until permits are in place, it would still be advantageous to the public and the View Point Inn to allow these advance conditional reservations to be made. Mr. Thompson would like to know that he could accept these conditional reservations without fear of being hit with a notice of violation from Multnomah County.

Similarly, private gatherings that take place entirely within the restaurant facility (i.e. **indoor** events) will be allowed as part of the restaurant use. See section 2 of amendment to the Management Plan. This is to be contrasted with outdoor commercial events. Outdoor commercial events must comply with a much more rigorous set of standards. However, for indoor special events that are part of the restaurant use, there have been numerous inquiries from the public asking to be able to make an advance reservation. Mr. Thompson has declined those reservations. However, as with the hotel reservations, there are people who would like to book conditional advance reservations to have special events inside the restaurant facility. Again, no actual events would take place until necessary permits are secured. Mr. Thompson would like to be able to accept such advance reservations provided that the patron understands and agrees that the reservation is conditional and is subject to cancellation if permits are not first secured.

Third, as with other businesses, advance advertising and other communications of an expected public opening should be allowed. Again, informing the public of an anticipated opening helps to secure a successful start-up to any business.

Fourth, Mr. Thompson would also like to begin detailed planning of the content for interpretive displays, begin gathering historical artifacts and bringing them to the inn, and taking other steps in anticipation of being open to the public for scenic viewing and interpretive displays. Of course, no actual installation of interpretive displays (and particularly outdoor displays) would take place until approved by Multnomah County. However, advance planning will help allow the facility to be ready for the public as soon as possible after permits are approved.

Finally, there are numerous business contacts with potential restaurant suppliers and equipment distributors that should be arranged in advance. Again, while operations cannot begin until permits are in place, significant time can be saved by taking these preliminary steps while the legislative and permit processes at Multnomah County are being completed.

Ms. Kim Peoples, Environmental Compliance Manager  
Derrick Tokos, Principal Planner  
Multnomah County  
December 13, 2005  
Page 3 of 3

GROEN STEPHENS & KLINGE LLP

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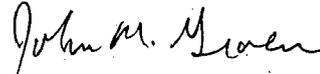
Mr. Thompson realizes that any preliminary steps he takes is at his own risk and that there are no guarantees of any particular time frame when Multnomah County will complete its processes. Nevertheless, he feels that it is important to remain optimistic and take the necessary advance planning steps to put him in the best position possible for a successful start-up.

I hope you will agree that advance planning and conditional reservations (subject to cancellation) is not a "use" of the property for commercial purposes. As described above, any use of the property itself would not begin until all necessary permits are secured.

We look forward to your response.

Sincerely,

GROEN STEPHENS & KLINGE LLP



John M. Groen  
[groen@GSKlegal.pro](mailto:groen@GSKlegal.pro)

JMG:lch

#4

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 1/5/06

SUBJECT: Mental Health Reorganization

AGENDA NUMBER OR TOPIC: (Public Comment)

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: John Holmes

ADDRESS: NAMI of Multnomah County

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: DAYS: (503) 228-5692 EVES: \_\_\_\_\_

EMAIL: jholmes@nami.org FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** R-1  
**Est. Start Time:** 9:30 AM  
**Date Submitted:** 12/21/05

**BUDGET MODIFICATION:**

**Agenda Title:** **Citizen Involvement Committee Report on the November 2005 Community Open Houses/Community Discussions Regarding the Multnomah County 2006-2007 Budget**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>15 mins</u>
<b>Department:</b> <u>Non Departmental</u>	<b>Division:</b> <u>Chair/CIC</u>
<b>Contact(s):</b> <u>Kathleen Todd</u>	
<b>Phone:</b> <u>503-988-3450</u> <b>Ext.</b> <u>83450</u>	<b>I/O Address:</b> <u>503/6/CIC</u>
<b>Presenter(s):</b> <u>Jessica Hamilton, CIC Chair</u>	

**General Information**

1. **What action are you requesting from the Board?**  
Informational Only
2. **Please provide sufficient background information for the Board and the public to understand this issue.**  
Report to the BCC from the CIC on the November 5th and November 19th, 2005  
Community Discussions/Open Houses: format/transcription of discussion groups/evaluation
3. **Explain the fiscal impact (current year and ongoing).**  
NA
4. **Explain any legal and/or policy issues involved.**  
NA
5. **Explain any citizen and/or other government participation that has or will take place.**  
The focus of the Multnomah County Citizen Involvement Committee (CIC) and its Office of Citizen

Involvement (OCI) is citizen driven. The purpose of the November open house events was to inform the public on how the county contributes to the community priority areas and to begin a discussion with the community on what services the County should pay for in next year's budget. Periodic updates to the Board of County Commissioners on CIC/OCI activities are essential in fostering cooperative and cordial working relationships.

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**Required Signatures**

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**Department/  
Agency Director:**

*Kathleen M. Todd*

**Date:** 12/21/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

# Agenda

The purpose of this open house is to inform you of how the county contributes to community goals and begin a discussion of what services we should continue to pay for. This will help the chair in proposing a 2006-2007 budget as county funding diminishes next spring with the expiration of the temporary income tax (ITAX).

## **8:30 - 9:15 - Open House**

Talk directly with county managers about how their programs contribute to the six priorities the county adopted last year. (see other side for priorities)

## **9:10 - Welcome and Review Agenda**

*Jessica Hamilton, CIC Chair*

## **9:15 - Introduction to county budget**

*County Chair Diane Linn*

## **9:30 - 10:00 - Open House Continues**

## **10 - 10:45 - Small Group Discussions:**

- 1) What did you learn or have confirmed that you want to tell the chair about next year's budget? (Individual comments will be recorded by facilitator on flip charts.)
- 2) Group selects the two most important things it wants to pass on to the chair
- 3) Select someone to represent the group's ideas in a discussion with the chair

## **10:45 - 10:50 Break**

## **10:50 - 11:45 Round table discussion**

*Chair and group representatives*

(Group representative should be prepared to report their group's two most important things to pass on to the chair.)

## **11:45 – Summary and Response by Chair Linn**

## **11:55 – Final Comments and Next Steps**

## **Small Groups Purpose:**

The purpose of these small groups is to discuss what you have learned today and provide ideas for what should be in next year's budget. Everything recorded will be passed on to the chair and county commissioners. It will also be posted on the CIC web site [www.citizenweb.org](http://www.citizenweb.org).

## **Small Group Agenda**

- Select a facilitator and recorder if one has not been assigned to your group.
- What did you learn today? What ideas do you want to pass on to the chair?  
(Record these on flip chart)
  - Go around the group once to get everyone's input
  - Continue to collect additional comments from people who have more to say
- Which two things that we have talked about do we think are most important and should we pass on to the whole group?
  - Go down list and let people vote for ones they think are most important
  - Combine comments if there are ones that seem to overlap
  - Select two to share when reporting back
- **SELECT A REPRESENTATIVE TO REPORT BACK ON WHAT YOUR GROUP'S PRIORITIES WERE**

**Budget Forum Evaluation Form**

**Name:**

**Address:** **Zip:**

**Phone:**

**E-Mail:**  
*(Please print clearly)*

Please do not include me when sending information in the future.

Did the forum meet your expectations? If not, why not.

What worked well?

What would you have changed?

Did you have the opportunity to provide input on priorities for County budget decisions?

Other Comments:

**Results from Small Group Discussion**

**November 5<sup>th</sup>, 2005**

Portland - Multnomah Building, 501 SE Hawthorne

8:30 am -12 noon

**Group A**

1. Public process impact on budget decisions-accountability
  - Education #1
  - Human services #2 (safety net)
  - Public safety next to last.  
(Prevention [\$1.00] vs. jail beds [\$3.00])  
Animal services-better community
2. Priority is community education and family services (Includes Seniors)
  - Mental health issues
  - In-home services
  - Animal services

Safety does not mean locked up!

- Concern; new way of budgeting
- No "thinking of soup"
- Hollywood/Sandy Plan-development
- What will you do with the reserve?
- Adults with disabilities under 60-What happens when I-Tax goes away?
- Funding to promote no kill animal shelters-community involvement
  - Multi-co Animal Control-do better for less dollars
- Budget process: Will public input influence decision-making?
  - Specifically education
- Healthcare, living wage jobs-safety and education
- Does County lobby for Medicare and other basic needs?
- County needs to stay focused on education
- Community process say education is #1-budget doesn't reflect this. Public budget input should count.
- "Education" is whole county-not just children. -animal control
- Focus on education/safety net (human services)
- County staff does not reflect diversity in the county.
- Does staff have more clout than public in budget process?
- Does County transportation have an emergency plan? Promote and emphasize public transportation—

10:25am

Listen to us:

- Don't open Wapato on the back of (/at the expense of) seniors and children and mentally ill and disadvantaged and disenfranchised.

- Don't replace the mental health system with a jail system.
- Maintain and expand our (/county) primary care system.
- Keep in mind the efficiency and effectiveness in lifetime education instead of corrections.
- Determine and address the real needs of homeless teens and adults in our community
- There is a need for family wage jobs. We want to know what is the County's econ. Development program:

### **Group B**

#1= Long-term strategy that includes EVERYONE

+including minority communities

#2=Basic Needs should be #1 Priority

Which are #1-Food  
#2-Shelter  
#3-Healthcare  
#4-Education, life skills, job training, etc.  
#5-Safety

(Put safety in perspective; Not 50% of budget)

- Shocking that 50% \$ to safety
  - Then how to fund Wapato without external resources?
  - Comes from other county funds?
- It seems like sometimes relationships are more important than making decisions professionally and based on facts.
- Evaluate Animal Control
- No long term overall strategy and what is Board using as Guiding Principle?
- County should have strategy, long-term goals and action plan.
- Rebuild co. from the ground up
- Less \$ to safety; more building people up
  - Eliminate root causes
  - Then to thriving Economy
- Respect the individual and other good things will follow
  - We've gotten away from really helping people and gone to treating people like criminals
- A theme or core work for the County that everyone can see and understand.
  1. More clarity
  - We want to see long-term results
    2. 2 years
- No plan to sustain things for 10+ years and see real improvements
  - Long-term investments; no just 2 year programs replaced with the "flavor of the month" based on political issues.
  - Sun Schools are a great idea that should be scaled up-Over time expand to really address issues for the entire community.
- Need to engage all members of the community

- What are needs of “specific communities”
  3. Communities of color
  4. Have “communities” host events
  5. Responsibility of all levels of government and Board
- Create partnerships with other organizations to get more community involvement
- 70% of households own pets
  - We should put out the best effort and
- We’re fixated on priority mode and what matters is everybody
- Vibrant communities should be’s
  - Everybody in my community is healthy, has a job, has services, etc.
  - Vibrant communities is really an OUTCOME of the other priorities
    1. Basic needs-Long term strategy that takes everyone into account
    2. Education
    3. Thriving economy
    4. Safety                    1,2,3,4=Vibrant communities
- Stick to one thing instead
- Solid commitment to collaboration with all city, state, organizations, people
  - Sharing of concepts and goals would override petty squabbles (Roads w/Gresham)

### Group C

Top 2

#### #1 BASIC NEEDS

Vulnerable populations (Chronic homeless, disabilities, victims, high risk kids and indivs.)

Multiple components

- Prevention/early intervention, outreach
- Family-focused
- Housing w/spt. Services
- Health
- Education
- Multi-disciplinary approach
- Collaborative
- On-going svces/tx

Lobby for more \$

Decrease barriers to getting svces

#### #2 Accountability

- Maximize use of CGF and state/federal dollars (look at admin. Costs, reduce duplicate)
- To both clients and those who need, but can’t get svces (fall between the cracks)
- Effectiveness
- For delivery and outcomes
- Assure a system w/out “pet projects”
- Way to assure accountability \
  - Evaluation – quality and quantity (with caution)

- Measureable outcomes

Learned today

- Meet basic needs of most vulnerable
  - =economics and ability to care for self
- Focus on indiv's
- Low income
- Disabilities
- Accountability-Comm's increase own budgets while cutting programs
  - Leadership by example

-Learned

- Increase Citizen Voice/Advisory Councils
- Why use CGF for prgms
  - Getting Fed/state \$
  - (supplementing Fed/state\$\$?)?
  - (look at admin. Costs) Co. and contracts
- Include education as a basic need based on a sufficient community
  - Include early childhood education in basic needs and family support
- Schools safe with additional support services, especially for "high risk" kids throughout school ages
- Affordable housing with supportive services
- More \$ from Feds
- Basic Needs
- Negative impact of Fed and State priorities on County services/budgets
- Early intervention-Prevention of homelessness, involved in cjs,
  - (+needs of people w/disabilities, other vulnerable pop's)
- PS as 50% of CGF, used to be 30%-concer re: opg Wapato
- Don't take \$ from prevention/basic needs for WAPATO (\$ from outside CGF)
- Collaboration reqd-City,State, w/in Co., Fed, community, (for services to vulnerable populations)

**Group D**

Top 2

Prevention, intervention, and treatment programs.

- Especially education through all of life-need to be preserved and expanded in order to enhance (community well-being, protect safety, produce or educated and reduce the need for jail beds

DV        MH  
SUN      poverty  
D&A  
Homeless  
Primary care

School counselors, etc.

What did we learn today?

- Mult. Co. is aware of brokerage (collaboration) regarding mental health and substance abuse issues; and is supportive.
  - The county believes that the SUN services system is working (regarding early childhood education and schooling)
  - Consumer involvement (re county human services) is important
- Effective partnerships
  - Leverage resources
- Education affects poverty, homelessness, drug and alcohol abuse, safety.
- It's not clear how cvs can stave off cuts to human service programs five open jail beds
- SUN schools program is a program of before-and-after school activities.
- There are real people conducting the County's programs

Re safety:

- Services to prevent and deal with domestic violence and family violence
- Avoid county participation in secret assaults on civil rights by law-enforcement personnel
- Support school and family programs and reduce a culture of violence.
- Reach the people who are not here today...or at similar future meetings like this.
- [Prevention, intervention and treatment programs need to be maintained in order to enhance community well-being to protect safety, Produce an educated public, and reduce the need for jail beds]

### Group E

Top 2

1. Schools
2. Poverty

- Inadequate services
  - Homelessness...criminalizing poverty
  - Emphasize Arts in schools
  - Expand and strengthen minority/immigrant services
  - Compassion/humanity in services. Respect.
  - A "holistic" approach to schools and poverty and family services
- 
- Problems of lack of government because of personal economic problems related to those who support government
  - How do we solve poverty  
Not a Welfare state

- Must maintain quality of life-including artistic. To keep high standing to keep business in Oregon. People must know that they have to pay taxes to maintain that quality of life.
- Our first problem is seeing that we have good schools, which will mean more dollars for schools
- Better services for minorities so they fit in a positive way into our community-by training especially in English
- Problems with spending so much on crime at the expense of community programs, such as above, that address the basic causes of poverty
- Must keep Arts in school. All kids must have arts
- Better treatment for those kids and others with problems, by the service providers

**Results from Small Group Discussion**

**November 19<sup>th</sup>, 2005**

Gresham - East County Service Center, 600 NE 8th Street

8:30 am -12 noon

**Group A**

Top Two:

1. Effective Public Safety Interventions from birth to seniors
  - education
  - culturally-specific services
  - housing
  - job creation
  - mental health
  - access to good healthcare-physical and mental
  - A&D
2. Decision-making process
  - Increase citizen involvement
  - measure of progress
  - Problems solved by people
  - Culturally specific input
  - should address 1 instead of political pressures

Topic #2

1. County Jail vs. Citizens priorities
    - e.g. prevention-early education, treatment, services for mentally ill
    - tax exemptions on expensive properties questionable.
  2. Citizen Involvement leads to problem solved, get them involved through neighborhood associations, boards, walk a mile
- 
1. Education: #1 Priority
    - Never enough funding
  2. Role of county government in job creation and economic development.
  3. Citizen involvement
    - a. Accountability
    - b. How to make it more like a business
    - c. More involvement, people to solve problems
  4. Children and seniors and families, caregivers-multigenerational concerns
    - a. Access to program, better communication, lack of programs
  5. Sustain and enhance culturally specific services through prevention, intervention, education programs through Multnomah County.
    - a. e.g. reduce language barriers
  6. Emphasis on prevention
    - a. Crimes related to drug and alcohol
    - b. Benchmarks on programs
    - c. Decision-making process
      - i. How much input citizens have
      - ii. Pressure groups influence?
  7. Housing Issues (Homeless youth, mentally ill, public speaking, prevention)
    - a. Diverting them from criminal system

**Group B**

- Public Safety
  - Meth issue
  - Open WAPATO
  - Transferring county policing to local jurisdiction
- Affordable Housing
  - Low-income seniors
  - Homeless, transitional housing
  - Mental health, housing for those
- Services for mental health related issues
  - Maintain and increase these important services
  - For example, risk assessment in corrections for mental health issues
- Efficiency and Accountability
  - Road maintenance
  - Spending priorities
  - Project cost out-runs

Topic 2

- “Real” Affordable Housing
  - Public Safety/Mental Health services
  - Efficiencies for Road Maintenance
  - Transportation low-income seniors
1. Homeless shelter, city governed SUN School Program
  2. Affordable Housing
    - a. County policing given to local jurisdictions
    - b. Open WAPATO
  3. Maintain our quality library system
    - a. Affordable housing for low income Sew.
    - b. Maintain services for mental health issues
  4. Meth issues
    - a. Funds spent on county focus groups
      - i. What came from this?
      - ii. County cost overruns. How? Why?
    - b. Priorities, eco-roof needed
    - c. Public safety

**Group C**

- Continued funding for arts and education
- Citizen involvement funding
- Open WAPATO
- Immigrant Education services
- Early prevention services

- 7-12
- Services for all minorities
- Culturally specific educational services
- “ “ “ “ “ “
- And early childhood and 7-12
- Stay focused on mission
- Follow demographics...in service development
- Keep working systems alive
- Increase quality measures, not just quantity outcome studies
- Look at unmet needs
- Add rehab services to felon programs
- Programs fall short when not adequately funded
- Holistic services provision is needed
- Serving those who are most vulnerable in the most effective ways—how to measure this?
- Holistic approach to basic needs
- Quality measures
  - Expert informed measures
  - Use front line staff observation
- Citizen and professional involvement in RFP creation-or, in earlier discussions re; priorities for funding
- Direct report of outcomes, etc. to citizens
- Simplify service I&R/Access
  - 211,....ETC...

### **Group D**

#### Thoughts?

- Concern with social services/county dept.
- Concern with budget cuts
- Basic needs improvement
- Overwhelmed lots of county services
  - Important to community
- Observe-possible duplication of services with other governments
- Senior and disabled services-system has too many eligibility requirements
- Regulatory changes, i.e. wheelchair tires
  - Assure that city pay attention to above issue
    - Impact of stranded strt., transportation issue
- Challenges with Friday meeting-getting greater needs of para-transport buses
- Basic needs important
- Agency work is not addressed well
  - Need more coordination between Depts.
  - Commissioners can push for efficiency

- Build collaboration with other governments (Gresham, PDX, etc.) to create greater resources
- Build internal efficiencies
- Advocate for stronger commitment to serve diverse communities-Latino, Asian-American, etc.
- Build larger programs-not cut them
- Become more accountable for serving diverse communities-County Auditor
- Define SUN Schools-Services to children, youth and families
- Energy program-LIEAP-cultural services agencies-must serve all populations
- More culturally diverse populations to be served by SUN Schools-students need something more specialized
- Challenges to be included for more opportunity in educational settings-ESC students can be more "main streamed"
- Failures in Mental Health System (MH) – individuals don't receive appropriate treatment-go in to criminal justice system
- MH sites are closing-jail is very inefficient and cruel environment-individuals don't receive help-waste of \$\$-budget
- MH consumers-often failing proposition for self-sufficiency-no treatment is not the answer-specialized services needed-support services for taking meds.
- Library is one of best things we have-central locations-more literacy programs
- Re-evaluate library services with Internet
  - "Guttenberg Project" – move toward electronics Housing Connections
- Helping tools online (Oregon Helps!)
- More library internet stations
- Magazine subscriptions
- Library satellite stations in public agencies
- Cultural center-magazines, books, computers, etc.
- County building-more materials
- Digital divide-privilege to have access to online services-translation needed=library staff needed to offer more direct services
- More diversity in library materials, i.e. language
- -2-1-1 Information and referral phone service
- Health department is very important
  - Multicultural services very needed
- Efficiency in programs-cutting bureaucracy
- [making sure programs are culturally specific]
- Basic needs-coordination/eliminate duplication
  - Collaboration/partnerships
- Better accountability-make sure that community needs are addressed (auditor's office)

## Topic 2

- Basic needs (mental health example)
  - Coordination, collaboration, community partnerships, cultural competency
- Accountability (Wapato Jail Example)

- Reporting to citizens, ensure efficiency, eliminate duplication
- Make sure that programs are culturally specific
- Good planning for future

### **Group E**

#### Learned

1. Some services are working (e.g.SUN)
  - a. Models, effective
2. Community partnerships are working
3. Need to keep it working
4. Where to refer people
5. Community justice is stretched in capacity to keep people out of jail but well supervised
6. Prevention, intervention, treatment in completion with bricks and mortar/jails
7. Strength of library: best in the nation!!
  - a. e.g. partnerships working effectively
8. Parents more involved in schools and communities as a result of SUN
9. County revenue gap is inevitable without change
10. Growing population of 65+ whose medical providers refuse to serve unless source other/in addition to M/C
11. Continue to invest in serving people (integrated delivery system) together in ways that keep them in their communities (best practice/most effective)

Recommendation: Community based/prevention and early intervention (and treatment) is more effective and cost efficient way (than incarceration) to meet public safety goals.

In meeting thriving economy and vibrant community goals. The most effective, efficient investment for the county is in an outstanding educational system.

All system development should remain mindful of and responsive to changing demographics of Multnomah County population.

### **Group F**

- How can churches become involved in helping
- Education and domestic violence
- Celebrate the arts and various cultures
- Homeless-low income to help and children break the homeless cycle
- Lack of funding for jail beds-tax bicycle frames
- Tax employers of undocumented workers

#### Areas of taxation

1. Real estate transfers
2. System development charges

3. Fair tax for individuals and corporations
4. Keep the I-Tax
5. Revamp tax structure-to a more fair system.



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 01.05.06  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

Meeting Date: 01/05/06  
Agenda Item #: R-2  
Est. Start Time: 9:45 AM  
Date Submitted: 12/01/05

**BUDGET MODIFICATION: HD - 17**

**Budget Modification HD-17 Appropriating \$19,525 to the Health  
Department from a Contract with the American Lung Association of  
Agenda Title: Oregon to Evaluate a Motivational Enhancement Model**

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

<b>Date Requested:</b> <u>January 5, 2005</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Health Dept.</u>	<b>Division:</b> <u>CHP3</u>
<b>Contact(s):</b> <u>Angela Burdine, Budget Manager</u>	
<b>Phone:</b> <u>503 988-3663</u> <b>Ext.</b> <u>26457</u>	<b>I/O Address:</b> <u>167/210</u>
<b>Presenter(s):</b> <u>John Dougherty</u>	

**General Information**

**1. What action are you requesting from the Board?**

Request approval of appropriation of \$19,525 from the American Lung Association of Oregon to the Health Department's Program Design and Evaluation Services Unit.

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

The tobacco cessation pilot project will evaluate the feasibility of using a common approach to youth tobacco cessation (motivational enhancement - ME) in 12 middle/high schools. The schools will be recruited from districts in Multnomah county and nearby in nearby counties. Administrative, teaching, and counseling staff in the participating schools will be taught how to assess youth readiness to seek help for their tobacco use, and taught how to deliver respectful messages designed to encourage youth to call the tobacco quit line. If it is determined that it is feasible for staff in the pilot schools to use the ME approach with tobacco-using youth, new funding may sought to implement the approach in more schools and to evaluate it's effectiveness.

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

Increase the Health Department's Budget by \$19,525 and 0.15 FTE for the current fiscal year. This is a one time only expense.

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

None

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

The staff in the schools will participate with John Dougherty in the development of the pilot methods and the feasibility assessment. The work will be done in collaboration with the DHS Tobacco Prevention Program and with the American Lung Association of Oregon.

# 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?  
Health Departments fed/state revenue budget will be increased by \$19,525 from the American Lung Association of Oregon contract.
- What budgets are increased/decreased?  
The Health Departments, CHP3, Program Design & Evaluation Unit budget will increase by \$19,525 for FY06
- What do the changes accomplish?  
Provide funding to evaluate the feasibility of using a common approach to youth tobacco cessation (motivational enhancement - ME)
- Do any personnel actions result from this budget modification? Explain.  
Adds 0.10 Principal Investigator (increasing John Dougherty's FTE by 0.10)
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
funds cover indirect with to cap
- Is the revenue one-time-only in nature?  
OTO With the likelihood that if the pilot is successful, we may be funded to do the implementation of the intervention over a 2-3 year period.
- If a grant, what period does the grant cover?  
The contract period is 11/1/05-7/15/06
- If a grant, when the grant expires, what are funding plans?  
All work will be done with existing staff and will be completed when funding expires.

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

**ATTACHMENT B**

**BUDGET MODIFICATION: HD - 17**

**Required Signatures**

**Department/  
Agency Director:**

*Lillian Shuly*

**Date: 11/30/05**

**Budget Analyst:**

*Debra*

**Date: 12/01/05**

**Department HR:**

*Patricia Keller*

**Date: 11/24/05**

**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 MERLIN.

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	40-16	32194	0030			4CA74-1	50210	0	(19,525)	(19,525)		Contract with American Lung Association of Oregon to test a motivational enhancement model of in-school tobacco cessation referral
2	40-16	32194	0030			4CA74-1	60000	0	9,444	9,444		
3	40-16	32194	0030			4CA74-1	60130	0	2,887	2,887		
4	40-16	32194	0030			4CA74-1	60140	0	1,497	1,497		
5	40-16	32194	0030			4CA74-1	60240	0	300	300		
6	40-16	32194	0030			4CA74-1	60270	0	150	150		
7	40-16	32194	0030			4CA74-1	60350	0	91	91		
8	40-16	32194	0030			4CA74-1	60355	0	959	959		
9	40-16	32194	0030			4CA74-1	60370	0	40	40		
10	40-16	32194	0030			4CA74-1	60410	0	600	600		
11	40-16	32194	0030			4CA74-1	60440	0	3,457	3,457		
12	40-16	32194	0030			4CA74-1	60460	0	100	100		
13									0		0	
14									0			
15	70-80	3500			705210		50316		(1,497)	(1,497)		Insurance (60140)
16	70-80	3500			705210		60330		1,497	1,497		Insurance (60140)
17									0			
18	70-03	3503			709525		50310		(40)	(40)		Telecomm (60370)
19	70-03	3503			709525		60200		40	40		Telecomm (60370)
20									0			
21	90-40	3501			904100		50310		(600)	(600)		Motor Pool (60410)
22	90-40	3501			904100		60240		600	600		Motor Pool (60410)
23									0			
24	90-40	3504			904400		50310		(100)	(100)		Mail & Distribution (60460)
25	90-40	3504			904400		60230		100	100		Mail & Distribution (60460)
26									0			
27	19	1000			9500001000		50310		(91)	(91)		Central Indirect (60350)
28	19	1000			9500001000		60470		91	91		Central Indirect (60350)
29									0			
30	40-90	1000	0030		409050		50370		(959)	(959)		Department Indirect (60355)
31	40-90	1000	0030		409001		60240		959	959		Use additional dept indirect to offset over-expenditures due to emergency responses
32									0		0	
33									0			
34									0			
35									0			
									0	0	0	GRAND TOTAL

**5. ANNUALIZED PERSONNEL CHANGE**

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

						<b>ANNUALIZED</b>			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9798	61166	PRINCIPAL INVESTIGATOR	700451	0.15	14,166	4,331	2,246	20,743
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.15</b>	<b>14,166</b>	<b>4,331</b>	<b>2,246</b>	<b>20,743</b>

**6. CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						<b>CURRENT YEAR</b>			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
1505	9798	61166	PRINCIPAL INVESTIGATOR	700451	0.10	9,444	2,887	1,497	13,828
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
<b>TOTAL CURRENT FY CHANGES</b>					<b>0.10</b>	<b>9,444</b>	<b>2,887</b>	<b>1,497</b>	<b>13,828</b>



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** R-3  
**Est. Start Time:** 9:47 AM  
**Date Submitted:** 12/19/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **Approval of 2005-2009 Collective Bargaining Agreement between Multnomah County and the Multnomah County Prosecuting Attorneys Association**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>5 minutes</u>
<b>Department:</b>	<u>Department of County Management</u>	<b>Division:</b>	<u>Human Resources/Labor Relations</u>
<b>Contact(s):</b>	<u>Carol Brown</u>		
<b>Phone:</b>	<u>503-988-5135</u>	<b>Ext.:</b> <u>28387</u>	<b>I/O Address:</b> <u>503/4</u>
<b>Presenter(s):</b>	<u>Carol Brown, Jo'ey Stewart, Charles French, Stacy Heyworth</u>		

## **General Information**

**1. What action are you requesting from the Board?**

The Department of County Management recommends approval of the 2005-2009 labor agreement for employees of Multnomah County represented by Multnomah County Prosecuting Attorneys Association (MCPAA)

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

**Compensation:**

- 9/1/05 3% COLA.
- 7/1/06 COLA based on second half CPI-W, minimum of 2%, maximum of 4%
- 7/1/07 COLA based on second half CPI-W, minimum of 2%, maximum of 4%
- 7/1/08 COLA based on second half CPI-W, minimum of 2%, maximum of 4%
- 7/1/06 Change payment of employees to salary basis and change leave accruals to pay period basis instead of hourly.

**Vacation Leave:**

For employees eligible for retirement at time of separation, pay all earned accrued vacation leave up to maximum accrual limits.

**Bereavement Leave:**

Changed the Bereavement Leave language to be consistent with County rules for management service – decreased the number of initial days from 5 to 3; added immediate household members; added domestic partners and their family members to be treated the same as a spouse and family, added step-relatives, and decreased the travel requirement for the additional 3 days from 500 miles to 350 miles.

**Holidays** – Changed Holiday provisions to be consistent with rules for management service – allows substitution of Christmas holiday for other religious holiday of employee's choosing, and adds eve leave holiday.

**Parental Leave** – Revised to be consistent with state and federal laws and County personnel rules.

**Leave Sequencing** – Adds language consistent with County personnel rules requiring use of paid leave prior to approval of leave without pay.

**Health and Welfare** modified to clarify employee and county premium contributions.

**Retirement** – Changed to reflect new OPSRP retirement plan per statutory changes.

**Professional Recognition Leave** – Reduced service requirement for eligibility from 16 years to 15 years.

**Personnel File** - Added language clarifying Association's right of access to personnel files and records necessary for contract and grievance administration.

**Termination** Extend new contract to 6/30/09.

**Addendum A - Salary Table**

Increases amounts by 3% COLA effective 9/1/05 per Article 7

Market Adjustments: The first 2 steps of DDA 1 and 2, and the first 3 steps of DDA 3 and 4 are eliminated. A new top step for levels I, III and IV that is 5% higher than the current last step is added effective 7/1/05.

Effective 7/1/07, a new step is added for Levels III and IV that is 5% higher than the last step.

Adds semi-monthly salary amounts to table.

Changes wage payment method from hourly to salaried.

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

MCPAA wages will be increased by 3% effective September 1, 2005. This equates to a 2.5% increase on an annual basis. Departments were instructed to plan for a general wage increase in FY 05-06 so there is adequate funding in the budget to cover this wage settlement. The estimated cost to implement this increase in FY 2005-2006 is \$205,000.

In addition, a market adjustment to add one additional step to the salary range on July 1, 2005, which is 5% higher than the current last step, will ensure Multnomah County remains at market in our labor market, consistent with our compensation philosophy. The District Attorney's Office will cover these costs, estimated at \$150,000 for FY 2005-2006, from existing budgeted funds.

The total cost for FY 2005-2006 is estimated to be \$355,000.

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

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

---

**Required Signatures**

---

**Department/  
Agency Director:**

*David A. Boyer*

---

**Date:** 12/19/05

---

**Budget Analyst:**

*Christy*

---

**Date:** 12/18/05

---

**Department HR:**

---

**Date:**

---

**Countywide HR:**

*Carolyn B.*

---

**Date:** 12/16/05

---

**BOGSTAD Deborah L**

---

**From:** SHORT Kathryn A  
**Sent:** Friday, December 16, 2005 10:51 AM  
**To:** BROWN Carol L; BOGSTAD Deborah L  
**Subject:** RE: MCPAA Contract and APR

Hi Deb,

I reviewed the contract and it looks good to me.

*Kathryn A. Short  
Office of Multnomah County Attorney  
501 S.E. Hawthorne Blvd. Suite 500  
Portland, OR 97214  
503-988-3138  
503-988-3377 (fax)*

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

**From:** BROWN Carol L  
**Sent:** Friday, December 09, 2005 10:02 AM  
**To:** BOGSTAD Deborah L  
**Cc:** SOWLE Agnes; SHORT Kathryn A; ELKIN Christian; CAMPBELL Joseph H; MARCY Scott; STEWART Joey A  
**Subject:** MCPAA Contract and APR

Deb, here is the draft APR and a marked up version of the changes to the MCPAA contract. I still need the Budget unit to fill in some information, and review by the County Attorney, but thought I would send it on to you so you can tell me if I need to make any other changes or corrections on the APR. Do you need a version of the contract without the markup also? Thanks for your help.

**Carol L. Brown**  
**Senior Human Resources Manager**  
**Department of County Management**  
**501 SE Hawthorne Blvd, 503/4**  
**Portland, OR 97214**  
**503.988.5135 ext 28387**  
**Fax 503.988.5670**  
[carol.l.brown@co.multnomah.or.us](mailto:carol.l.brown@co.multnomah.or.us)

***"Everyone is entitled to his own opinion, but not his own facts." - Daniel Patrick Moynihan***

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12/19/2005

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**2005-2009**

**AGREEMENT**



**between**

**Multnomah County, Oregon,**

**The Multnomah County District Attorney**

**and**

**Multnomah County Prosecuting Attorneys Association**



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**2005-2009  
AGREEMENT  
BETWEEN  
MULTNOMAH COUNTY, OREGON  
AND  
MULTNOMAH COUNTY PROSECUTING ATTORNEYS  
ASSOCIATION**



**LABOR RELATIONS SECTION  
501 SE HAWTHORNE BLVD, 4<sup>TH</sup> FLOOR  
PORTLAND, OR 97214  
503-988-5135**

**This document is available in accessible format upon request  
<http://www.co.multnomah.or.us/dss/labor/>**

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**AGREEMENT**

**Between**

**MULTNOMAH COUNTY, OREGON,**

**THE MULTNOMAH COUNTY DISTRICT ATTORNEY,**

**And**

**MULTNOMAH COUNTY PROSECUTING ATTORNEYS ASSOCIATION**

---

**ARTICLE 1**

**PREAMBLE**

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Multnomah County District Attorney, hereinafter referred to as the District Attorney, and the Multnomah County Prosecuting Attorneys Association, hereinafter referred to as the Association.

The purpose of this Agreement is to set forth those matters pertaining to compensation and working conditions subject to limitations of ORS 8.610 to 8.850 as is consistent with the County's objective of providing services to the public of Multnomah County.

The parties agree as follows:

**ARTICLE 2**  
**RECOGNITION AND ASSOCIATION SECURITY**

**A. Recognition.** The County and District Attorney recognize the Association as the sole and exclusive bargaining representative for the purpose of establishing compensation and working conditions subject to limitations of ORS 8.610 to 8.850 for all Deputy District Attorneys of Multnomah County excluding:

1. First Assistant District Attorney;
2. Chief Deputy for Circuit Court;
3. Chief Deputy for Family Justice.

Each party reserves the right to reopen and negotiate changes in Section A of this Article in the event the District Attorney reorganizes the District Attorney's office. Such negotiations shall take place not less than ten (10) working days following written notice by any party to the other party. Article 4 of this Agreement shall remain in full force and effect during any renegotiation of this Article. During the pendency of such renegotiation, members of the Association may have direct contact with the District Attorney.

**B. Association Security /Check Off.**

1. Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing, and there shall be no discrimination exercised against any employee covered by this Agreement because of his or her membership or Association activities.

2. The County agrees to deduct each pay period from the pay of employees covered by this Agreement as applicable:

- a) .5 of the current monthly Association membership dues of those Association members who individually request such deductions in writing.
- b) Deductions shall cease the pay period following permanent appointment to a position which is excluded from the bargaining unit, upon written request of the employee.

c) A monthly service fee, in-lieu-of-dues, for any member of the bargaining unit who has not joined the Association within thirty (30) days of hire. This in-lieu-of-dues (service fee) shall be segregated by the Association and used on a pro rata basis solely to defray the cost of its services in negotiation and administering this contract.

3. The amount of monthly in-lieu-of-dues (service fee) shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non- Union members of the bargaining unit.

4. The Association expressly agrees that it will safe-guard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Any such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or the employee may request that such in-lieu-of-dues payment not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested that this has been done.

5. In-lieu-of-dues payment (service fee) shall be segregated from regular Association dues for accounting purposes.

6. Funds derived from in-lieu-of-dues payment (service fee) shall not be expended for political purposes by the Association.

7. The Association Agrees to provide a system so that any employee who objects to the expenditure of a portion of the in-lieu-of-dues payment (service fee) for ideological reasons can request and receive a rebate of such payment.

8. Deduction of membership dues must be authorized in writing. The amount to be deducted shall be certified in writing to the County by the Association President. The aggregate of all deductions shall be remitted, together with an itemized statement, to the Treasurer of the Association at an address certified to the County in writing by the Association President,

within five (5) working days after it is withheld or by such time as the parties mutually agree in writing.

9. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement, or any combination thereof, arising out of application of Section B of this Article. In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee must be made to employee affected, the Association shall be solely responsible for such reimbursement.

### **ARTICLE 3**

### **MANAGEMENT RIGHTS**

The District Attorney shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the office and its employees; determining the levels of service and methods of operation and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge; to determine work schedules and assign work; and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

### **ARTICLE 4**

### **NO STRIKE CLAUSE**

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, or strike at any County facility or at any location where County services are performed during the life of this Agreement. If any such work stoppage, slowdown, picketing, or strike shall take place, the Association will immediately notify such employees so engaging in such activities to cease and

desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization when called upon to cross such picket line in the line of duty as required by the District Attorney to fulfill the professional functions of the office.

Any employee engaging in any activity in violation of this Article shall be subject to disciplinary action, including discharge, by the District Attorney without application of the grievance procedure.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

## **ARTICLE 5**

### **SETTLEMENT OF DISPUTES**

#### **Grievance Procedure.**

A. Any grievance or dispute which may arise between the District Attorney and individual members of the Association involving the promotion, demotion, rotation, or assignment of any member shall be settled in the following manner:

1. **Presentation of Grievance.** After first attempting to resolve the grievance informally, any employee or the Association may present in writing such grievance to the employee's Section or Unit Manager within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this

provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract allegedly violated, and remedies sought.

**2. Resolution Process.** Within ten (10) days of the receipt of written grievance, a review panel shall be formed consisting of one member of the Association's Executive Committee, the Chief Deputy of the Grievant's Division and a third party agreed upon by the other two (2). Within 60 days of the receipt of the grievance the panel shall submit a recommendation to the District Attorney. The District Attorney will within 30 days of receipt of the panel's recommendation, review the recommendation and make a final determination as to the merits of the grievance.

**B. Interpretation.** This article is not intended to limit any remedy at law available to the Association, any of its members, the District Attorney, or Multnomah County to enforce the terms of this contract.

## **ARTICLE 6**

### **NO DISCRIMINATION**

**No Discrimination.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, or political affiliation. It is further agreed that there will be no discrimination against the disabled unless bona fide job-related reasons exist as provided by the Americans with Disabilities Act and rules promulgated under its terms.

**ARTICLE 7**  
**COMPENSATION AND BENEFITS**

**A. Compensation.**

1. **Intent.** The salary matrix, responsibility levels, and administrative policies set forth herein are intended to promote selection and retention of qualified individuals to perform quality prosecutorial services.

2. **Salaries.**

a. **September 1, 2005.** Effective and retroactive to September 1, 2005, each of the steps in the wage scale in effect on July 1, 2005 shall be increased by an amount equal to three (3%) percent. Employees covered by this Agreement shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum "A".

b. **July 1, 2006.**

(1) **CPI formula.** Effective July 1, 2006, the rates and ranges indicated in Addendum A, and in effect June 30, 2006, shall be increased by the percentage increase in the Portland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), second half of 2004 to second half of 2005, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

(2) **Reopener.** If the County's estimated general fund resources in the executive budget for FY 2006 - 2007 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.b. above shall not be implemented and negotiations will commence on or before April 15, 2006, for substitute terms for Article 7, Subsection A.2.b.

c. **July 1, 2007**

(1) **CPI formula.** Effective July 1, 2007 the rates and ranges covered by the Agreement and in effect June 30, 2007, shall be increased by the percentage increase in the Portland Consumer

Price index for Urban Wage Earners and Clerical Workers (CPI-W), second half of 2005 to second half of 2006, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%).

(2) **Reopener.** If the County's estimated general fund resources in the executive budget for FY 2007 - 2008 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.c. above shall not be implemented and negotiations will commence on or before April 15, 2004 for substitute terms for Article 7, Subsection A.2.c.

d. **July 1, 2008.**

(1) **CPI formula.** Effective July 1, 2008, the rates and ranges covered by the Agreement and in effect June 30, 2008, shall be increased by the percentage increase in the Portland Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), second half of 2006 to second half of 2007, with a minimum increase of two percent (2%) and a maximum increase of four percent (4%),

(2) **Reopener.** If the County's estimated general fund resources in the executive budget for FY 2008-2009 fall fifteen percent (15%) or more below the estimated general fund resources in the preceding year's executive budget, the terms of Subsection A.2.c. above shall not be implemented and negotiations will commence on or before April 15, 2008 for substitute terms for Article 7, Subsection A.2.d.

3. **Salary Administration.** The District Attorney shall have sole responsibility for determining future allocation of bargaining unit members to the salary matrix and for determining the rate of advancement subject to the following guidelines:

a. Responsibility levels set forth in Addendum B shall serve as a guide in determination of the allocation of individuals to Levels I, II, III, or IV of the salary matrix. Any dispute as to the application of this sub-section

shall be resolved under the terms of Article 5, Sections A and B, Settlement of Disputes.

b. Advancement to all steps shall be guided by normal improvement in knowledge, ability, performance, tenure in office, and maintenance of high-level professional and office demeanor. A Deputy's job performance shall be reviewed by the District Attorney within forty-five (45) days before or after his or her hiring anniversary date. Each Deputy may expect to be advanced in salary to a higher step at that time or given a written explanation for the reason(s) advancement has been denied.

Nothing herein is intended to prevent more frequent job performance review or reallocation by the District Attorney.

Salary payments are made on a semi-monthly basis, with 24 (twenty-four) pay periods per calendar year. It is recognized that the County retains the right to decide as to the frequency of payment to employees, e.g. bi-weekly, twice (2x) monthly, or monthly, upon sixty (60) days written notice to the Association.

c. Effective July 1, 2006, employees shall be paid on a salary basis, rather than hourly, in the same method and frequency as management service employees.

4. **Budgeting.** The County shall budget funds sufficient to provide for the salaries and anticipated normal advancement, as set forth in Paragraphs 2 and 4 of this section. Monies appropriated for salaries and normal advancement may be used only for such purpose.

In the event of a change in the budgeted staffing levels for Deputy District Attorneys covered by this Agreement, it is understood that appropriations for salaries and normal advancement shall be increased or decreased in proportion to the increase or decrease in budgeted staffing requirements.

5. **Promotions, Rotations, and Demotions.**

a. **Definitions.**

(1) **Promotion.** An advancement in responsibility intended to be of a permanent duration.

(2) **Rotation.** A temporary change in responsibility for a designated period of time after which the deputy will resume his or her original responsibilities.

(3) **Demotion.** A reduction in responsibility intended to be of a permanent duration.

b. **Promotions.** A promotion in level shall be accompanied by an increase in pay to a salary step on the new level which is higher than the salary rate immediately prior to the promotion.

c. **Rotations.** Should the District Attorney institute a program of temporary rotation in level of responsibilities, he shall provide notice of intent to institute a temporary placement in writing to those deputies affected. A deputy who is temporarily assigned to a lower level of responsibility shall be continued at a salary level the equivalent of that he or she received at his or her higher level of responsibility. A deputy who is assigned full time to a higher level of responsibility for a period of time in excess of thirty (30) calendar days shall be paid at the lowest step in the salary range of the higher classification which will result in an increase in pay, or at his or her election may maintain his or her former salary level.

d. **Demotions.** Should a Deputy be demoted to a lower level of job responsibility, his salary may be reduced according to the degree of demotion consistent with the salary matrix. The District Attorney shall give notice of intent to demote in writing to the affected Deputy.

## **B. Benefits.**

### **1. Annual Leave.**

a. **Accrual.** Each employee shall accrue vacation in accordance with the below cited schedule. Vacation time on the books of the District Attorney's office as of June 30, 1987, from prior system conversions shall be honored and shall not be applied to the cumulative maximums cited below.

(1) Less than two (2) years (4,176 hours) of County service: 0.0462 hours per hour worked (twelve (12) days per year), cumulative to a maximum of 200 hours.

(2) Two (2) years (4,176 hours) but less than five (5) years (10,440 hours) of County service: 0.0654 hours per hour worked (seventeen (17) days per year), cumulative to a maximum of 240 hours.

(3) Five (5) years (10,440 hours) but less than eight (8) years (16,704 hours) of County service: 0.0846 hours per hour worked (twenty-two (22) days per year), cumulative to a maximum of 320 hours.

(4) Eight (8) years (16,704 hours) or more of County service: 0.1038 hours per hour worked (twenty-seven (27) days per year), cumulative to a maximum of 400 hours.

(5) Effective July 1, 2006, employees will accrue annual leave on a pay period basis, rather than an hourly basis, in accordance with the following matrix. In the event the County changes the frequency of pay periods, the pay period annual leave accrual rate shall be calculated based on the number of annual leave hours accrued per calendar year divided by the number of pay periods per calendar year.

<u>Years of Service</u>	<u>Hours Accrued Per Pay Period (24 periods)</u>	<u>Hours Accrued Per Year</u>	<u>Maximum Hours Accruable</u>
Less than 2	4	96	200
2 up to 5	5.67	136	240
5 up to 8	7.33	176	320
8 or more	9.0	216	400

**b. Part-time.**

(1) Part-time permanent employees shall accrue vacation based on service years in accordance with the above schedule, e.g., a five (5)-year employee working half time would be eligible for approximately eighty-eight (88) hours per year.

(2) Effective July 1, 2006, part-time employees will accrue annual leave on a pro-rata basis based on their assigned FTE.

(3) Determination of service years shall be in accordance with the specific terms or practice applied to exempt employees.

**c. Leave of Absence Accrual.** Vacation leave shall not accrue during a leave of absence without pay.

**d. Payoff.**

(1) After 1,040 hours of County service, unused accrued earned vacation time shall be paid to the employee at his or her regular rate of pay at the time of separation from service, provided that the maximum payoff shall be one hundred and twenty (120) hours except for vacation accrued and available prior to the implementation of the entitlement program and still unused at the time of the employee's termination.

(2) For employees who have reached PERS and/or OPSRP retirement eligibility, all unused accrued earned annual leave time up to the maximum accruals set forth in Section 1,a. above shall be paid to the employee, at his or her regular rate of pay at the time of separation from service, provided the employee submits evidence of retirement eligibility issued by the Oregon PERS, or its successor, no later than five (5) business days prior to the employee's last day of work.

**e. Death Benefit.** Regardless of length of County service, in the event of death of an employee, unused accrued vacation time shall be paid the employee's heirs at his or her regular rate of pay. Except as otherwise provided by Oregon Law, such payment shall be paid directly to an

employee's beneficiary as designated on the employee's Life Insurance enrollment card.

**2. Sick Leave.** Sick leave is an absence with pay which may be used when the employee is directly affected by any of the health conditions listed below, or when specified others are affected by the conditions listed, and require the employee's care.

Specified others:

- Members of the employee's immediate household: or
- The employee's spouse, parents, or children as defined in the federal Family and Medical Leave Act (hereinafter referred to as the "FMLA"); or
- The employee's parents-in-law as defined in the Oregon Family Leave Act (hereinafter referred to as "OFLA") ; or
- The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

Covered health conditions:

- Any condition covered by FMLA or OFLA; or
- Any other illness, injury, or quarantine based on exposure to contagious disease; or
- Medical and dental appointments.

**a. Accrual.**

(1) Employees shall accrue sick leave at the rate of .0461 hours for each hour worked. Sick leave may be accrued on an unlimited basis.

(2) Effective July 1, 2006, full-time employees shall accrue sick leave at the rate of ninety-six (96) hours per calendar year which will be accrued at four (4) hours per pay period. Part time employees will accrue sick leave on a pro-rata basis, based on assigned FTE.

For example, a half time (.50 FTE) employee will accrue sick leave at

the rate of 2 hours per pay period. In the event the County changes the frequency of pay periods, the sick leave pay period accrual rate shall be the number of hours earned per calendar year (96) divided by the number of pay periods per calendar year.

b. **Unused Entitlements.** Employees shall, in addition to any accruals earned, be entitled to any unused entitlement which may be on the books of the District Attorney's Office as of June 30, 1990, from prior system conversions.

c. **Holiday Conversion.** Full-time employees who have worked the twelve (12) months preceding July 1, 2000, and each fiscal year thereafter, may at their option, convert accrued unused sick leave to personal holiday time to be taken at the discretion of the employee with consent of the supervisor in accordance with the following schedule:

Hours of Sick Leave Used in 24 Pay Periods Preceding July 1 of Any Year	Allowable Additional Personal Holidays
None	3 days
0.1 - 8 hours	2 days
8.1 - 16 hours	1 day

The hours of sick leave used shall be for the 24 pay periods preceding July 1 of any year, or some reasonable proration if a new payroll system is implemented during a fiscal year. Absences covered by the federal Family and Medical Leave Act will not be counted when calculating the number of sick leave hours taken for purposes of this holiday conversion provision.

d. **Workers' Compensation Supplement.** In the event an employee suffers an occupational injury, illness, or disease, salary continuation shall only be paid in an amount equal to the difference between the Workers' Compensation payment and 100% of the employee's biweekly

net take-home pay. The terms and limitations of such payment shall be in accordance with the Local 88 Agreement regarding this matter in effect at the time of injury.

**3. Bereavement Leave.** An employee shall be granted not more than three (3) days leave of absence with full pay in the event of a death in the immediate family or immediate household of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay. For purposes of bereavement leave, an employee's immediate family shall be defined as his or her spouse, or domestic partner, parents, step-parents, children, step-children, siblings, step-siblings, grandchildren, grandparents, brother-in-law, sister-in-law and the parents, step-parents, children, siblings, step-siblings and grandparents of his or her spouse or domestic partner. Immediate household shall be defined as any person residing at the employee's residence on a regular basis. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the District Attorney upon request.

**4. Holidays.** The following days shall be recognized and observed as paid holidays:

- Any day the President of the United States and/or the Governor of Oregon declares a holiday for all employees employed in the public sector.
- New Year's Day (January 1st).
- Rev. Dr. Martin Luther King's Birthday (3rd Monday in January).
- Washington's Birthday (3rd Monday in February).
- Memorial Day (last Monday in May).
- Independence Day (July 4).
- Labor Day (1st Monday in September).
- Veteran's Day (November 11).
- Thanksgiving Day (4th Thursday in November).

- Christmas Day (December 25), or with supervisory approval, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for December 25.
- Eight (8) hours to be used between Thanksgiving Day and New Year's Day or for any religious holiday during the fiscal year. Eight (8) hours will be prorated for part-time employees based on their normal FTE.

**5. Family Leave.**

a. **Parental Leave.** The parties agree that accrued paid leave followed by the use of unpaid leave may be utilized for parental leave purposes in accordance with the County's Family Medical Leave Act policy in effect as of July 1, 2005, (County Policy No. 2-60) and as allowed by Oregon's Family Leave Act (OFLA) and/or the federal Family Medical Leave Act (FMLA).

b. **Dependent Care.** To the degree allowable by law, salary reduction shall be allowable under the terms of this Agreement for any employee participating in the County Dependent Care Assistance Plan.

c. **Sequencing of Leaves.** Unless otherwise allowed by law, the use of accrued leave and leave without pay shall be exhausted in the following sequences:

(1) Leave for illness or injury, that does not qualify for FMLA/OFLA will be taken in the following order:

(a) Sick Leave until exhausted;

(b) All other accrued paid leave, sequenced at the employee's option, until all other accrued paid leaves are exhausted;

(c) Leave without pay.

(2) Leave that qualified under FMLA and/or OFLA will be taken in the following order:

(a) Paid accrued leave until it is exhausted; employees will determine what order paid accrued leave is used;

(3) Leave for other purposes will be taken in the following order:

(a) Paid accrued leave, sequenced at the employee's option, until all paid accrued leave is exhausted.

(b) Leave without pay.

**6. Health and Welfare.**

a. **Medical-Hospital.** The County agrees to contribute monthly on behalf of each full-time eligible employee the monthly premium for one (1) of the health plans offered by the County. Employees covered by this agreement shall not be eligible for the fully paid ODS PPO Plus Plan coverage. Employees may choose to participate in the ODS PPO Plus Plan but employee will pay the difference between what the County pays for either ODS Preferred Plan or the Kaiser Plan (whichever has the higher County Payment) and ODS PPO Plus Plan.

The County reserves the right to alter or amend the medical plans.

b. **Dental Plan.** The County agrees to contribute monthly on behalf of each full-time eligible employee the monthly premium for one (1) of the dental plans offered by the County, as selected by the employee.

c. **Coverage.**

(1) **Who is Covered.** Coverage for the medical and dental plans shall include the employee and his or her immediate family, i.e., spouse and eligible dependent children. Additionally, in lieu of spouse coverage an employee may enroll his or her domestic partner with whom he or she has a domestic partnership, as defined in the ordinance governing benefits for exempt employees, and the partner's eligible dependents for coverage subject to the terms set forth in the Affidavit provided for exempt employees. As a further precondition of coverage, all employees enrolling for new or changed

coverage after the signing date of this Agreement, whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the Affidavit cited above. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership provided for exempt employees. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees.

(2) **Commencement of Coverage:** Coverage under Section 6.a. commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire, unless the employee commences work on the first calendar day of the calendar month in which case coverage commences at the time the employee commences work.

(3) **Coverage at Termination:** If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteenth (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A resigns effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

**(4) Coverage when Going on Unpaid Leave:** If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

**(5) Coverage Upon Return from Unpaid Leave:** If the employee is scheduled to and returns from an authorized unpaid leave of absence on or before the fifteen (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of the immediately succeeding calendar month. (Example: Employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of subsection b. above and this subsection, Employee B's coverage will

not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

d. **Part-time Employees**. Part-time employees, those employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase either Kaiser or the Plus Plan option by paying the difference in cost from the Major Medical Plan to their selected plan based on the coverage level. Part-time employees will pay one-half of the dental premiums.

e. **Eligibility and Limitations**. Medical or dental coverage upon hire, termination or in connection with a Leave of Absence Without Pay shall be the same as for Local 88 employees.

f. **Flexible Spending Accounts**. To the extent permitted by law, Flexible Spending Accounts (FSA), which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan.

g. **Opt-Out: Cash in Lieu of Benefits**.

(1) Employees who certify themselves as covered under a non-County medical/vision plan may elect to waive medical/vision benefits per the provisions of the Employee Benefits Board. Employees may waive medical/vision coverage and still elect County dental coverage if no other dental coverage is available to them. Part-time employees retaining dental coverage must pay 50% of the premium for such coverage as required under Subsection d. above. Opt-out reimbursement for full-time employees is limited to \$150 per month. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. Part-time employees who opt-out of medical plan coverage

will be reimbursed \$75 per month with proof of other coverage. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan.

(2) If an employee who has waived County coverage through "Opt out" loses his or her non-County coverage, he or she may enroll in the County plan within thirty (30) days of losing the non-County coverage without waiting for Open Enrollment.

**7. Retirement.**

a. Each eligible employee shall be a member of the Oregon Public Employee Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP) pursuant to ORS 238 and 238A subject to the terms and conditions of the Integration Agreement between PERS and the County. The County shall "pick up" the employee contribution to PERS (6%) and/or OPSRP as permitted by ORS 238.205(5)(a) and ORS 238.330

b. For retirement purposes, sick leave in application to final average salary under the terms of ORS 238.350 shall be applied to members of this bargaining unit.

c. Employees who retire from the County shall be entitled to maintain their group medical insurance benefits subject to timely payment of fifty percent (50%) of the premium for such coverage until such time as the person is eligible for Medicare, subject to the specific terms and limitations of Ordinance 629 applying to exempt employees or its successor.

**8. Deferred Compensation.** The County will make available to members of the Association a deferred compensation plan.

**9. Life Insurance.** The County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$20,000). Retirees of Multnomah County with at least ten (10) years of service with the Office of the District Attorney (Multnomah County) will be provided with two thousand dollars (\$2,000) term life insurance coverage during the period of time they receive pension benefits. Employees will designate their

beneficiaries. Employees, at their option, may purchase from the same life insurance carrier supplemental term life insurance by payroll deduction with premiums varying according to age of the employee. Insured employees will be provided a certificate evidencing such insurance.

**10. MCPAA Association Activities.** An Association officer, negotiator, or any designated representative who attends or performs necessary Association meetings or activities during regular office hours which cannot be performed at any other time shall not be required to forfeit vacation time, sick pay, or personal holidays for time so spent. Any person who utilizes office time in such a manner shall be required to provide prior notification to the Chief Deputy and, upon approval, shall further be required to make up such work loss after regular office hours. A written list of hours lost and hours compensated shall be provided to the Chief Deputy within two (2) weeks of the Association activity.

**11. Bar Dues.** In order to enhance recruitment, the parties agree that the annual Bar Dues of all employees in this bargaining unit as of the date of the annual bar billing shall be employer-paid. Such payment is made in recognition that:

a. Bar membership is a condition of employment for all employees in the bargaining unit; and

b. Employees are prohibited by statute from practicing law except as Deputy District Attorneys.

**12. Mileage.** Employees shall be reimbursed for mileage in accordance with the same terms and limitations as exempt employees.

**13. Disability.**

a. **Short-Term.** Any full-time or part-time employee covered by this Agreement may participate consistent with carrier contract(s) in the County's short-term disability insurance program, the monthly premium to be paid by the employee through payroll deduction.

b. **Long-Term.** The County will provide long-term disability insurance to all members of the bargaining unit who are regularly scheduled

to work at least half-time. The coverage will be the same as those in the current UNUM group policy available to Multnomah County employees.

**14. Amendment in Process.** It is understood that certain Health and Welfare issues referred to in a letter to the association's Attorney dated July 31, 1996, as well as certain provisions for leave sharing in the event of catastrophic illness, may be the subject of amendment for Local 88 and other bargaining units. In such event, the terms and conditions of the amendment with Local 88 shall apply to this bargaining unit.

**15. Training.** The County will provide training opportunities each calendar year at no cost to the employee. Where practical, the County will attempt to gain MCLE accreditation for such training.

**16. Catastrophic Leave Program.** The Parties recognize that a Catastrophic Leave Program has been implemented which allows the donation of vacation leave to ill or injured employees who have exhausted all paid leave. This program may be terminated only subject to the terms and conditions of the implementing Ordinance.

## **ARTICLE 8**

### **PROFESSIONAL RECOGNITION LEAVE**

The District Attorney may recognize deputies by awarding up to four (4) weeks of paid time off as Professional Recognition Leave, subject to the following provisions:

**1.** No more than one (1) person shall be permitted on such leave during the same period of time, unless specifically approved by the District Attorney.

**2.** The award is subject to budgetary limitations and shall be made at the discretion of the District Attorney, based on his or her determination of exemplary work and professionalism of the deputy receiving the award. The criteria includes but not limited to the following:

- A. Integrity and professionalism.
- B. Dedication and commitment to public service.
- C. High ethical standards.
- D. Meritorious work ethic.
- E. Leadership qualities.
- F. Community activity apart from employment.

3. Those considered for the award shall have fifteen 15 total years of service with the Multnomah County District Attorney's Office, including time served prior to resignation or other separation by deputies who had periods of interrupted service.

4. The deputy may request to use an amount of vacation, equal to, or less than, the amount of the award of Professional Recognition Leave, in order to lengthen the total period of leave. Such additional leave is subject to the approval of the District Attorney.

## **ARTICLE 9**

### **PERSONNEL FILE**

1. **File Review.** The County, upon request, shall provide an employee the opportunity to review the employee's official personnel file. Copies of the contents of this file shall be provided at the County's expense.

2. **Written Response.** The employee may respond in writing to any item placed in the official personnel file. Any written response will become a part of the file.

3. **Association Copy.** The Association shall be furnished a copy of the files or any portion thereof at no expense to the Association, when and to the extent that the file information is relevant to issues of contract or grievance administration. Medical records will be disclosed by the County only upon presentation of a valid release signed by the employee. Records compiled prior to the date of employment of an employee may be withheld from disclosure to the Association or the employee.

**ARTICLE 10**  
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the District Attorney's office shall be governed by Article 3 (Management Rights). The County and the Association for the life of this Agreement each unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

**ARTICLE 11**  
**SAVINGS CLAUSE AND FUNDING**

1. **Savings Clause.** Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

2. **Funding.** The parties recognize that revenue needed to fund the compensation and benefits provided by the Agreement must be approved annually by established budget procedures. All such compensation and benefits are, therefore, contingent upon sources of revenue and annual budget certification by the Tax Supervising and Conservation Commission. The County has no intention of cutting the compensation and benefits specified in this agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement.

The Board of County Commissioners agrees to include in its annual budget amounts sufficient enough to fund the compensation and benefits provided by this Agreement, but makes no guarantee as to the certification of such budget pursuant to establish budget procedures under Oregon law.

In the event of a delay in such certification, the County will make every reasonable effort to correct whatever budget deficiencies that exist, if any, in order to obtain certification. Retroactive monetary adjustment shall be made only if any scheduled economic improvement is delayed due to a delay in certification, unless otherwise precluded by State or Federal law or administrative regulation.

**ARTICLE 12**  
**TERMINATION**

This Agreement shall be effective as of July 1, 2005, unless otherwise provided herein, and shall remain in full force and effect until the 30th day of June, 2009, and shall be automatically renewed from year-to-year thereafter, unless either party shall notify the other in writing no later than January 1, 2009, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_  
day of \_\_\_\_\_, 2005.

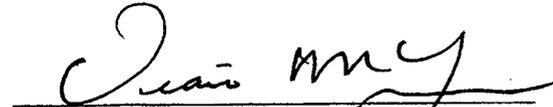
MULTNOMAH COUNTY  
PROSECUTING ATTORNEYS  
ASSOCIATION

  
Stacey Heyworth, President

  
Charles French, Vice President

  
Dennis Shen, Secretary-Treasurer

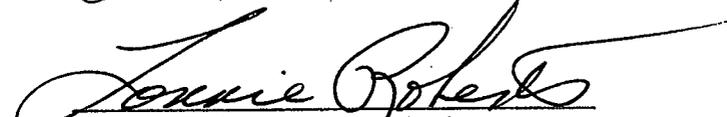
MULTNOMAH COUNTY, OREGON  
BOARD OF COUNTY COMMISSIONERS

  
Diane Linn, County Chair

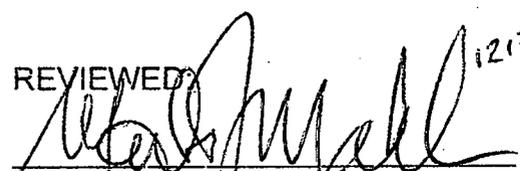
  
Maria Rojo de Steffey, Commissioner

  
Serena Cruz, Commissioner

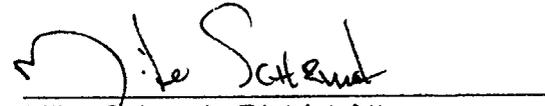
  
Lisa Naito, Commissioner

  
Lonnie Roberts, Commissioner

REVIEWED:

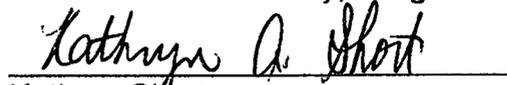
 (21323)  
Mark J. Makler  
of Attorneys for Multnomah County  
Prosecuting Attorneys Association

MULTNOMAH COUNTY  
DISTRICT ATTORNEY:

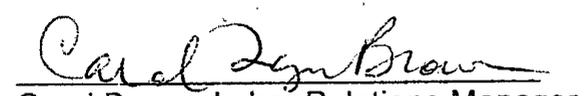
  
Mike Schrunk, District Attorney

REVIEWED:

Agnes Sowle, County Attorney  
For Multnomah County, Oregon:

  
Kathryn Short  
Assistant County Attorney

NEGOTIATED FOR THE COUNTY BY:

  
Carol Brown, Labor Relations Manager  
Department of County Management

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-3 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

**ADDENDUM A  
SALARY TABLE  
EFFECTIVE JULY 1, 2005**

I	A	B	C	D	E	F	G	H
Hourly	25.41	26.69	28.00	29.41				
Semi-monthly	2,210.67	2,322.03	2,436.00	2,558.67				
<b>II</b>								
Hourly	28.00	29.41	30.89	32.43	34.05			
Semi-monthly	2,436.00	2,558.67	2,687.43	2,821.41	2,962.35			
<b>III</b>								
Hourly	32.43	34.05	35.78	37.54	39.46	41.51	43.59	45.78
Semi-monthly	2,821.41	2,962.35	3,112.86	3,265.98	3,433.02	3,611.37	3,792.33	3,982.86
<b>IV</b>								
Hourly	37.54	39.46	41.51	43.59	45.78	48.05	50.46	52.98
Semi-monthly	3,265.98	3,433.02	3,611.37	3,792.33	3,982.86	4,180.35	4,390.02	4,609.52

Effective July 1, 2005:

- The first two steps of the June 30, 2005 salary table were eliminated for DDA I and II.
- The first three steps of the June 30, 2005 salary table were eliminated for DDA III and IV.
- A new step which is meritorious was added to level I which is 5% higher than the June 30, 2005 step E.
- A new step which is meritorious was added to levels III and IV which is 5% higher than the 6/30/05 Step J.

The above added steps are meritorious. Eligibility is on the appropriate anniversary after June 30, 2005.

**ADDENDUM A  
SALARY TABLE  
EFFECTIVE SEPTEMBER 1, 2005**

I	A	B	C	D	E	F	G	H
Hourly	26.17	27.49	28.84	30.29				
Semi-monthly	2,276.99	2,391.69	2,509.08	2,635.43				
<b>II</b>								
Hourly	28.84	30.29	31.82	33.40	35.07			
Semi-monthly	2,509.08	2,635.43	2,768.05	2,906.05	3,051.22			
<b>III</b>								
Hourly	33.40	35.07	36.85	38.67	40.64	42.76	44.90	47.15
Semi-monthly	2,906.05	3,051.22	3,206.25	3,363.96	3,536.01	3,719.71	3,906.30	4,102.35
<b>IV</b>								
Hourly	38.67	40.64	42.76	44.90	47.15	49.49	51.97	54.57
Semi-monthly	3,363.96	3,536.01	3,719.71	3,906.30	4,102.35	4,305.76	4,521.72	4,747.81

Note: Above new rates are per Article 7.A.2.a.

Effective July 1, 2006, employees will be paid on a salary basis.

Effective July 1, 2007, a new step is added to the Deputy District Attorney III and IV which is 5% higher than Step H. The added step is meritorious. Eligibility is on the appropriate anniversary occurring after June 30, 2007.

**ADDENDUM B**  
**RESPONSIBILITY LEVELS**

**DEPUTY DISTRICT ATTORNEY I**

This level includes newly hired deputies without substantial criminal trial experience. Responsibilities include misdemeanor and traffic case preparation, trial misdemeanor screening and issuing, traffic case negotiation, beginning domestic relations, beginning juvenile division, misdemeanor arraignments, presiding court, felony arraignments, and felony preliminary hearings. Deputies proven through time and experience may be assigned greater responsibilities involving plea negotiation, special case assignments and may try more difficult misdemeanor cases.

**DEPUTY DISTRICT ATTORNEY II**

This level includes deputies newly assigned to Circuit Court activity. Responsibilities are now focused on the screening, issuing, and prosecuting of felonies. This level would include those prosecuting primary Class C and Class B felonies, e.g., forgery, theft, burglary, robbery II and III, UUV, PCS, etc. Also, included would be subordinates in the Pretrial Unit, more senior domestic relations and more senior juvenile deputies.

**DEPUTY DISTRICT ATTORNEY III**

This level includes senior deputies with juvenile court and Circuit Court major case responsibilities. Deputies at this level have minimal administrative responsibilities but handle violent crimes against persons, complex frauds, and governmental corruption. Examples include rape, murder, assault I, automobile homicides, robbery I, economic crimes involving unusual complexity or large dollar amounts and any governmental corruption case.

**DEPUTY DISTRICT ATTORNEY IV**

This level includes deputies with major case responsibility and administrative responsibility. This level includes team captains or those with unique responsibilities, skills or knowledge as recognized by the District Attorney.

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# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-4 DATE 01.05.06  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** R-4  
**Est. Start Time:** 9:50 AM  
**Date Submitted:** 12/14/05

**BUDGET MODIFICATION:** -

**NOTICE OF INTENT to Apply for Department of Justice, Office on Violence**

**Agenda** **Against Women Grants to Encourage Arrest Policies and Enforcement of**  
**Title:** **Protection Orders Program**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>10 minutes</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>DV</u>
<b>Contact(s):</b> <u>Chiquita Rollins</u>	
<b>Phone:</b> <u>503-988-4112</u> <b>Ext.</b> <u>84112</u>	<b>I/O Address:</b> <u>167/630</u>
<b>Presenter(s):</b> <u>Chiquita Rollins</u>	

## **General Information**

**1. What action are you requesting from the Board?**

Multnomah County Department of County Human Services (DCHS) is requesting approval to apply for funds from US Department of Justice- Office on Violence Against Women, Grants To Encourage Arrest Policies And Enforcement Of Protection Orders Program

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

Domestic violence is a crime that requires the criminal justice system to hold offenders accountable for their actions through investigation, arrest, and prosecution of violent offenders, and through close judicial scrutiny and management of offender behavior.

The primary purpose of the Arrest program is to encourage communities to adopt a coordinated community response (CCR) in the treatment of domestic violence as a serious violation of criminal law. This program challenges the entire community to listen, communicate, identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability.

At each juncture in the criminal justice process, concerns for victim safety should guide the actions of all partners in the system. Criminal justice agencies must collaborate among themselves and in meaningful partnership with nonprofit, nongovernmental sexual assault and domestic violence programs, including local shelters, victim service organizations and domestic violence coalitions, to ensure that victim safety is a paramount consideration in the development of any strategy to address domestic violence.

This grant submission will expand on existing partnerships and collaborative efforts with the Portland Police Bureau and the United Way-funding Domestic Violence Enhanced Response Team (DVERT). In addition, it will provide added focus on stalking of domestic violence victims through a MCSO Officer specifically assigned to investigate and follow-up on high risk/high lethality cases in all county jurisdictions (Portland, Gresham and unincorporated areas).

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

This is a two-year grant that will begin on October 1, 2006 and end on September 30, 2008. The Department of County Human Services and its partners will request a total of \$750,000 for the entire project. This figure includes both direct and indirect costs. The continuation of the project for year two will depend on the availability of funds, our progress in meeting the project's goals and objectives and the timely submission of all required data and progress reports.

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

There are no significant legal or policy issues.

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

The Multnomah County Sheriff's Office, the Portland City Police and community-based organizations of Raphael House and Volunteers of America will receive part of the grant funds. Other agencies that are participating in the larger DVERT project include the District Attorney's Office, Oregon Department of Human Services (Self-Sufficiency and Child Welfare), Legal Aid Services of Oregon, El Programa Hispano, and Gresham Police Department.

# 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?  
US Department of Justice, Office on Violence Against Women – Grants To Encourage Arrest Policies And Enforcement Of Protection Orders Program
- Specify grant (matching, reporting and other) requirements and goals.  
This grant provides funding to support programs that encourage communities to adopt a coordinated community response (CCR) in the treatment of domestic violence as a serious violation of criminal law. The program design is to create community change through providing opportunity to the entire community to listen, communicate, identify problems, and share ideas that will result in new responses to ensure victim safety and offender accountability.
- Explain grant funding detail – is this a one time only or long term commitment?  
This funding provides a maximum of \$750,000 for a 2-year period (\$375,000 annually) to provide all services, including coordination. Our submission will fund an expansion of the existing DVERT project, by funding one Portland Police Sergeant who will be assigned specifically to DVERT; one MCSO Officer who will be assigned to work the high risk/high lethality cases in the unincorporated areas of Multnomah County and to work domestic violence stalking cases in all jurisdictions; two community-based victim advocates who will be available to work with all DVERT partners (law enforcement, District Attorney, Probation, Child Welfare, etc.); and .2 FTE to expand coordination of the DVERT project. There is no guarantee of funding beyond this period.
- What are the estimated filing timelines?  
Deadline for filing is 5:30 pm (EST), January 11, 2006
- If a grant, what period does the grant cover?  
October 1, 2006 through September 30, 2008.
- When the grant expires, what are funding plans?  
The DVERT project has had a significant impact and success in removing or controlling dangerous, repeat domestic violence offenders. In the past, advocates associated with law enforcement agencies have been grant funded. This year for the first time, the City of Portland has provided funding for some of these positions. We will continue to seek city, state and federal funds and foundation grants to continue funding.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The grant will pay for department overhead costs, indirect costs, direct costs and minimal supervision costs.

**ATTACHMENT B**

**Required Signatures**

**Department/  
Agency Director:**

*Pat Surface*

**Date:** 12/14/05

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 12/14/05

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-5 DATE 01.05.06  
DEBORAH L. BOGSTAD, BOARD CLERK

Board Clerk Use Only	
Meeting Date:	<u>01/05/06</u>
Agenda Item #:	<u>R-5</u>
Est. Start Time:	<u>9:53 AM</u>
Date Submitted:	<u>12/14/05</u>

**BUDGET MODIFICATION:** -

**Agenda Title:** **NOTICE OF INTENT to Apply for Department of Justice Safe Havens Funding for the Continuation of Safe Visitation Services for Victims/Batters and their Children (Reapplication)**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>10 minutes</u>
<b>Department:</b>	<u>Dept. of County Human Services</u>	<b>Division:</b>	<u>DV</u>
<b>Contact(s):</b>	<u>Caren Baumgart</u>		
<b>Phone:</b>	<u>503-988-3691</u>	<b>Ext.:</b>	<u>24103</u>
		<b>I/O Address:</b>	<u>167/630</u>
<b>Presenter(s):</b>	<u>Chiquita Rollins, Caren Baumgart</u>		

## General Information

**1. What action are you requesting from the Board?**

Multnomah County Department of County Human Services (DCHS) is requesting approval to apply for funds from US Department of Justice Office on Violence Against Women, Safe Havens Supervised Visitation and Safe Exchange Grant Program for continuation funds for the Safety Matters program that presently provides safe visitation and exchange for children of Domestic Violence victims. This project has been funded for the last four years by DOJ and this re-application will continue funding for the 5th year and 6th year of the grant project.

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

The Safe Havens Supervised Visitation and Safe Exchange Grant Program provides an opportunity for communities to support the supervised visitation and safe exchange of children, by and between parents, in situations involving domestic violence, child abuse, sexual assault, or stalking. Studies have shown that the risk of violence is often greater for victims of domestic violence and their children after separation from an abusive situation. Even after separation, batterers often use

visitation and exchange of children as an opportunity to inflict additional emotional, physical, and/or psychological abuse on victims and their children. The original application for funding in 2002 was made at the request of the Family Violence Coordinating Council. Since then, the Domestic Violence Coordinator's Office has received four years of federal funding to develop and implement a supervised visitation program at the Gateway Children's Campus. Existing funding will end September 30, 2006. The YWCA of Greater Portland currently provides the grant-funded visitation supervision and safe exchange. In addition, Russian Oregon Social Services, El Programa Hispano and Volunteers of America-Home Free have provided grant-funded victim services related to insuring safety.

This NOI requests approval to apply for renewal of the grant for services during the fifth and six year of the project. The application will be submitted under the multi-jurisdiction category, which will increase the amount of funds available and will extend services to families involved in civil court proceedings in Clackamas and Washington County. These jurisdictions have requested supervised visitation in the past through the Safe Haven funded project.

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

This is a two-year grant that will begin on October 1, 2006 and end on September 30, 2008. The Department of County Human Services and its partners will request a total of \$750,000 for the entire project. This figure includes both direct and indirect costs. The continuation of the project for year two will depend on the availability of funds, our progress in meeting the project's goals and objectives and the timely submission of all required data and progress reports

**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.**

This project has an advisory committee made up of community stakeholders and partners. Presently the membership includes law enforcement, judges, civil attorneys, DV victim service providers, batterers intervention service providers, Court Appointed Special Advocates (CASA), supervised visitation service providers (both funded by the grant and independent providers), DCHS and DHS staff and community members with a past history of domestic violence or a strong desire to implement social change that will reduce domestic violence.

The grant is a partnership with The YWCA of Greater Portland, Catholic Charities - El Programa Hispano, Ecumenical Ministries - Russian Oregon Social Services and Volunteers of America-Home Free.

# 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?  
US Department of Justice, Office on Violence Against Women – Safe Haven Supervised Visitation and Exchange
- Specify grant (matching, reporting and other) requirements and goals.  
This grant provides funding to support programs that offer supervised visitation and exchange of children whose parents have a history of domestic violence. The goal is to provide safe visitation in a child friendly atmosphere that allows for the greatest level of safety for the victim and their children.
- Explain grant funding detail – is this a one time only or long term commitment?  
This funding provides a maximum of \$750,000 for a 2-year period to provide all services, including coordination. Our request will fund a Project Coordinator (county staff), contracted services for victim advocacy, and visitation and exchange supervision, and space, supplies, travel and training. There is no guarantee of funding beyond this renewal period. The grant requires the development of a sustainability plan and the project's advisory committee will continue to work with the contractor to develop this plan for the duration of the grant.
- What are the estimated filing timelines?  
Deadline for filing is 5:30 pm Eastern Standard Time, January 26, 2006
- If a grant, what period does the grant cover?  
October 1, 2006 through September 30, 2008.
- When the grant expires, what are funding plans?  
Implementation plans include a sliding fee scale that will allow for some level of self-sufficiency by the agency providing services. Additional funding will require research during the grant period of other options to increase the ability of the service to become self-sufficient. An advisory committee that presently meets quarterly will be utilized to address and research this issue. A sub-committee has been established to research and develop a plan. The current contractor, YWCA, has agreed to the goal of sustainability by the end of the grant period.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The grant will pay the project's portion of staff space, phones, and other materials and supplies. It covers federal indirect costs, direct costs and minimal supervision costs

**ATTACHMENT B**

**Required Signatures**

**Department/  
Agency Director:**

*Pat Surface*

**Date:** 12/14/05

**Budget Analyst:**

*Christy*

**Date:** 12/14/05

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** R-6  
**Est. Start Time:** 9:56 AM  
**Date Submitted:** 12/21/05

**BUDGET MODIFICATION: DCHS - 07**

**Budget Modification DCHS-07 Reclassifying a Vacant Administrative Assistant to Administrative Secretary in Department Administration, as  
 Agenda Title: Determined by Human Resources Class/Comp Unit**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>3 mins</u>
<b>Department:</b>	<u>Dept. of County Human Services</u>	<b>Division:</b>	<u>DCHS ADMIN</u>
<b>Contact(s):</b>	<u>Al Stickel</u>		
<b>Phone:</b>	<u>503 988-3691</u>	<b>Ext.</b>	<u>84135</u>
		<b>I/O Address:</b>	<u>167/620</u>
<b>Presenter(s):</b>	<u>Al Stickel/Colette Umbras</u>		

**General Information**

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-7 reclassifying a position in Department Administration (Program Offer 25004).

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

This modification reflects a Class/Comp decision on a reclassification request from Department management.

As determined by the Classification and Compensation unit the duties outlined in the job description for this position are closely aligned with the Administrative Secretary classification rather than the Administrative Assistant position. Seventy-five percent of the responsibilities for this position are performing secretarial and administrative tasks. This starts with the calendar management for the Department Director, screening of phone calls, visitors and mail, to the attending and minute taking at meetings. Also included is the independent response to routine inquiries.

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

For current fiscal year, the reclassification is budget neutral. The pay range for an Administrative Assistant (\$36,728 - \$45,122) is within the pay range for an Administrative Secretary (\$32,594 - \$40,131). Personnel costs will decrease over time as the pay scale for Administrative Secretary is lower than Administrative Assistant.

**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?  
N/A
- What budgets are increased/decreased?  
N/A
- What do the changes accomplish?  
Approval of a classification decision from Class/Comp initiated by Department Management.
- Do any personnel actions result from this budget modification? Explain.  
Reclassification of a vacant Administrative Assistant to Administrative Secretary.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

# ATTACHMENT B

BUDGET MODIFICATION: DCHS - 7

## Required Signatures

Department/  
Agency Director:

*For the Director of Adult Services*

Date: 12/07/05

Budget Analyst:

*Michael D. Jaspis*

Date: 12/09/05

Department HR:

*CRumbas*

Date: 12/07/05

Countywide HR:

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

**Budget Modification or Amendment: DCHS-07**

**ANNUALIZED PERSONNEL CHANGE**

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

						<b>ANNUALIZED</b>			
Fund Ctr	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-00	6054	63194	Admin Assistant	710386	(1.00)	(39,684)	(12,132)	(11,207)	(63,023)
26-00	6005	63194	Admin Secretary	710386	1.00	39,684	12,132	11,207	63,023
									0
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									0
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									0
									0
									0
									0
									0
									0
<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

*effective date of BCC approval*

						<b>CURRENT YEAR</b>			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-00	6054	63191	Admin Assistant	710386	0.83	32,938	10,070	9,302	52,310
26-00	6005	63191	Admin Secretary	710386	0.83	32,938	10,070	9,302	52,310
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									0
<b>TOTAL CURRENT FY CHANGES</b>					<b>1.66</b>	<b>65,876</b>	<b>20,140</b>	<b>18,604</b>	<b>104,620</b>



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY  
MANAGEMENT  
HUMAN RESOURCES  
CLASS/COMP

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD, 4<sup>th</sup> floor  
PO BOX 14700  
PORTLAND OR 97293-0700

PHONE (503) 988-5015 x24422  
FAX (503) 988-3048  
TDD (503) 988-5170

7.20.2005

To: Patty Pate 167/1/620  
From: Leon Oswald *lsw* Classification/Compensation 503/4  
Subject: Reclassification Request #287

A management request for reclassification of vacant position 710386 was received July 20, 2005. The current classification is ADMINISTRATIVE ASSISTANT. The requested classification is either ADMINISTRATIVE SECRETARY NON-REPRESENTED or ADMINISTRATIVE SECRETARY. The presented job duties and descriptions and the County classification documents have been analyzed.

We have determined that the position best fits within the ADMINISTRATIVE SECRETARY JCN 6005 classification.

**Summary of position purpose and main job functions.**

*This position will provide highly responsible and complex secretarial and administrative support for the Department of County Human Services Director.*

**Allocation of time for the position is:**

75% Provide administrative support for the Director: Screen calls, visitors, and mail; respond to sensitive requests for information and assistance. Provide information and assistance to County staff and the public in researching information related to the Department policies. Perform a wide variety of complex and responsible duties for the Department Director; independently respond to letters and general correspondence. Make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences; maintain the calendar for the Department Director and other management staff within the Director's Office. Data collection and reporting; analyzing data, developing systems and forms necessary to complete work and ensure efficient flow of information, work flow, and delivery of services within the Department; Conferring with management staff to assist in identifying personnel and materials needs and problems. Attending and taking minutes at weekly management team meetings; attending meetings at manager's direction; maintaining confidential materials; creating documents to assist management in communicating both internally and within the community. Type and proofread a wide variety of reports, letters, memos, and statistical charts; type from rough draft, verbal instruction, or transcribe machine recordings; independently compose correspondence related to responsibilities assigned.

10% Coordinating special project coverage as needed; scheduling time of managers with others and directing inquiries to appropriate individuals; coordinating administrative and program-related projects with other divisions; attending community partner meetings as directed by management.

10% Clerical Duties: Order and maintain office supplies for Director's Office; Order stationary, business cards, and supplies typing, scheduling meetings, booking conference rooms, reception, copying, faxing, purchasing supplies, mass mailings, and machine maintenance. Operate a variety of office equipment including a computer, input retrieve data text; organize and maintain Department files.

**Review of class specifications:**

**Current Class ADMINISTRATIVE ASSISTANT**

Provide paraprofessional administrative and staff assistance to a County department or division. Perform varied administrative duties with the majority of the position performing at least three of the following: budget preparation and monitoring, developing and interpreting policies, administering payroll and personnel policies/procedures, researching issues, analyzing data, evaluating procedures and developing improved processes .... The work is usually concentrated in a specific operational area, requiring knowledge of that department or division's programs and operations. May perform limited clerical duties such as ordering office supplies, typing, filing, scheduling of meetings, reception and copying.

**Distinguishing Characteristics**

**Class Definition**

This class is the journey level in the Administrative series. It is distinguished from the Administrative Secretary job class by more emphasis on administrative duties and less emphasis on typical clerical tasks, with no more than 25 percent of the positions duties clerical in nature. The majority of the duties are a variety of administrative and research tasks that assist and extend the capabilities of their manager and other professional staff. This class is distinguished from the Administrative Analyst job class by the greater independence and responsibility for initiating professional duties and carrying out independent data collection, analysis, research, evaluation and reporting at the Administrative Analyst level.

**EXAMPLES OF DUTIES:**

Assist in the development of some parts of the department or division budget, including drafting budget narrative and making estimates of the amount of funds needed; gathers data and prepare budget forms; serves as staff for Citizen's Budget Advisory Committee; projects revenues and expenditures; prepares revenue and expenditure reports; coordinates the accounts receivable and accounts payable functions. Monitor budget expenditures by reconciling the monthly budget report to the known expenditures and assure that all items are coded accurately and the funds tracked appropriately; analyzes budget data and prepares reports; reconciles expenditure and revenue reports; prepares journal vouchers and other documentation to correct erroneous charges against budget categories.

Prepare Budget Modification documents for signature by department manager to show how funds will be reallocated or to document need for additional funds. Review the effectiveness and efficiency of procedures and revises them as needed.

Develop procedures, systems and forms necessary to complete work and ensure efficient flow of information, work flow, delivery of services within the agency and between agencies.

Confer with management staff to assist in identifying financial, personnel and materials needs and problems; attend meetings at manager's direction; serve as liaison between the manager, the public, the staff, and other County agencies; coordinate administrative or program-related projects with other divisions and departments and with outside agencies; respond to correspondence; research and respond to citizen complaints and questions. Coordinate contracted training or staff evaluation activities; plan, prepare and present workshops for agency staff, clients or the public; write and edit information pamphlets, training handouts, instructional materials and other publications explaining agency services or to explain new laws, processes or procedures. Handle special projects for manager involving research, analysis, coordination and/or synthesis of information.

Investigate circumstances and responds to questions about program actions; resolves issues related to approval or denial of benefits or other actions taken by department staff.

Schedule time of the manager with others who need to have access to their time; prioritize issues directed to the department or division manager; direct inquiries, from the public, employees, supervisors, and other agency staff, to appropriate individuals other than the manager.

**Fit analysis for class.**

Positions in this classification are focused on specific functions within a business unit, such as budgets and Bud Mod preparation, estimation of funds required in a budget area, evaluation of procedure effectiveness, and coordination of contracted training. The position being reviewed is narrower in scope, focusing on the specific administrative needs of the Director. This position does not do independent projects as required in this classification. This is not a good fit for the position.

**Proposed Class ADMINISTRATIVE SECRETARY**

**Class Definition**

Perform a variety of highly responsible and complex secretarial and administrative

**DISTINGUISHING CHARACTERISTICS**

The classification is distinguished from the non-represented Administrative Secretary (JCN: 9634) by not meeting the supervisory or confidential standards for exclusion from union representation, as defined in ORS 240.650, or in accordance with the terms of Article 3 - Recognition of the AFSCME Local 88 Collective Bargaining Agreement.

**EXAMPLES OF DUTIES:**

Screen calls, visitors, and mail; respond to sensitive requests for information and assistance. Provide information and assistance to County staff and the public in researching information related to department or division policies. Participate and assist in the administration of the office to which assigned. Research, compile, analyze, and summarize data for special projects and various comprehensive reports; prepare or direct the preparation of administrative reports. Compile budget requests; monitor approved budget accounts. Prepare and revise various operating procedures, rules, and regulations upon request; develop and revise office forms and report format, as well as report preparation procedures. Assist in coordinating activities among two or more County departments or offices; coordinate the flow of paperwork between departmental and divisional levels; coordinate activities with other County departments, the public, and outside agencies. Perform a wide variety of complex and responsible duties for an administrator; independently respond to letters and general correspondence of a routine nature. Make travel arrangements, maintain appointment schedules and calendars, and arrange meetings and conferences; maintain calendar for use of the public facilities. Evaluate operations and activities of assigned responsibilities; recommend organizational or procedural improvements and modifications affecting support activities; prepare various reports on operations and activities. Initiate and maintain a variety of files and records for information such as payroll, attendance, budget, production and cost records; maintain manuals and update resource materials; organize and maintain complex technical filing systems.

**Fit analysis for class.**

Positions in this classification are responsible for performing secretarial and administrative duties. This includes the responsibilities of the position being evaluated, as 75% of the position duties fall in this category. This starts with the screening of phone calls, visitors and mail, to the attending and minute taking at meetings. Also included are the travel arrangements, and the independent response to routine inquiries. The "non-rep" requirements are not met by the duties of this position. This classification is a good fit for the position.

If you have questions, please contact me at extension 24422.

cc: Supervisor of Position  
Position HR Representative  
File Copy

**BOGSTAD Deborah L**

**From:** BOGSTAD Deborah L  
**Sent:** Thursday, January 05, 2006 8:42 AM  
**To:** SOWLE Agnes; Diane Linn; Lisa Naito; Lonnie Roberts; Maria ROJO DE STEFFEY; Serena Cruz  
**Cc:** SURFACE Rex B; STICKEL Al; YAGER Chris D; MCLELLAN Jana E; Andy Smith; April FERNANDES; Becky BENT; Carol WESSINGER; Chuck Martin; Darcy Miles; Delma FARRELL; Gary Walker; Iris BELL; Judith Shiprack; Kathryn GORDON; Kristen WEST; Mary Carroll; Matt LIEUALLEN; Matthew LASHUA; Mike BEARD; Rob FUSSELL; Robert Walker; Shelli Romero; Tara BOWEN-BIGGS; Terri Naito; Thomas BRUNER  
**Subject:** FW: Pulling bud mod DCHS-07, board agenda item R-6

Commissioners, at the request of the department, please move to postpone indefinitely R-6 on this morning's agenda for the reason below. Thank you.

**Deb Bogstad, Board Clerk**  
**Multnomah County Commissioners**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277 phone**  
**(503) 988-3013 fax**  
**[deborah.l.bogstad@co.multnomah.or.us](mailto:deborah.l.bogstad@co.multnomah.or.us)**  
**<http://www.co.multnomah.or.us/cc/index.shtml>**

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

**From:** MCLELLAN Jana E  
**Sent:** Thursday, January 05, 2006 8:38 AM  
**To:** BOGSTAD Deborah L  
**Cc:** SURFACE Rex B; STICKEL Al; YAGER Chris D  
**Subject:** Pulling bud mod DCHS-07, board agenda item R-6

Hi Deb:

I did catch Rex's ear/eye this morning and he has asked that we do pull R-6 from the agenda today. I apologize for the tardiness in this request, but with the current realignment discussions it only makes sense that this item not be forwarded.

Thanks,  
Jana McLellan  
DCHS-Director's Office



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-7 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/05/06  
Agenda Item #: R-7  
Est. Start Time: 9:59 AM  
Date Submitted: 12/01/05

### BUDGET MODIFICATION: DCHS - 14

**Budget Modification DCHS-14 Decreasing Mental Health & Addiction Services Appropriation by \$80,400 to Reflect the Ending of the Outstation Contract with the State and Cutting 1.08 FTE Alcohol and Drug**

**Agenda Title: Evaluation Specialists**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>Mental Health</u>
<b>Contact(s):</b> <u>Al Stickel</u>	
<b>Phone:</b> <u>503 988-3691</u> <b>Ext.</b> <u>84135</u>	<b>I/O Address:</b> <u>167/620</u>
<b>Presenter(s):</b> <u>Ray Hudson</u>	

### General Information

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-14 which cuts 1.08 FTE from Alcohol and Drug outstation staff due the termination of the State contract (Program Offer 25025A).

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

The State ended their contract with Multnomah County October 31, 2005 due to the redesign of their service model. The contract located two staff at the State Department of Human Services Children, Adults, and Families (CAF) offices. The state issued a new RFP, which combined these positions historically located at multiple CAF branches in various counties under one contract. Another contractor is now providing the services.

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

Mental Health & Addiction Services budget decreases by \$80,400 (\$120,000 annualized). Personnel expenses decrease by \$80,400 (\$120,000 annualized) and 1.08 FTE (1.60 FTE annualized). Service reimbursements from the Fed/State Fund decrease to the Risk Management Fund by \$12,280 and the Business Services Fund by \$1,680. The two County employees who were outstationed at DHS have exercised seniority rights and bumped into other county positions.

**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?  
Mental Health and Addiction Services revenue decreases by \$80,400 due to the State contract ending on October 31, 2005.
- What budgets are increased/decreased?  
Mental Health and Addiction Services budget decreases by \$80,400. Internal service provider budgets decrease by \$12,280 for the Risk Management Fund and \$1,680 for the Business Services Fund.
- What do the changes accomplish?  
These changes bring the budget in line to reflect the ending of the state contract.
- Do any personnel actions result from this budget modification? Explain.  
Yes, a reduction of 1.08 FTE Alcohol & Drug Evaluation Specialists.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

**ATTACHMENT B**

**BUDGET MODIFICATION: DCHS - 14**

**Required Signatures**

**Department/  
Agency Director:**

*Pat Surface*

**Date:** 11/25/05

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 12/01/05

**Department HR:**

*Carolyn L. Edgett*

**Date:** 11/25/05

**Countywide HR:**

**Date:**

Budget Modification or Amendment ID: **DCHS-14**

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	20-80	23012	40			MA AS AR CAF E	50180	(60,000)	(19,800)	40,200		IG-OP Direct State
2	20-80	23012	40			MA AS AR CAF E	60000	38,955	12,855	(26,100)		Permanent 700854
3	20-80	23012	40			MA AS AR CAF E	60130	11,909	3,930	(7,979)		Salary Related
4	20-80	23012	40			MA AS AR CAF E	60140	9,136	3,015	(6,121)		Insurance
5												
6	20-80	23013	40			MA AS AR CAF MID	50180	(60,000)	(19,800)	40,200		IG-OP Direct State
7	20-80	23013	40			MA AS AR CAF MID	60000	38,912	12,841	(26,071)		Permanent 701341
8	20-80	23013	40			MA AS AR CAF MID	60130	11,895	3,925	(7,970)		Salary Related
9	20-80	23013	40			MA AS AR CAF MID	60140	9,193	3,034	(6,159)		Insurance
10												
11	20-80	1000	40			MA AS AR CGF	60365	7,038	5,358	(1,680)		HR Operations @2.09%
12	20-80	1000	40			MA AS AR CGF	60240	2,157	3,837	1,680		Supplies
13												
14	72-10	3500	20		705210		50316		12,280	12,280		Sv Reim F/S to Risk Mgmt
15	72-10	3500	20		705210		60330		(12,280)	(12,280)		Claims Paid
16												
17	72-80	3506	20		712006		50310		1,680	1,680		Svc Reim F/s to Bus Svcs
18	72-80	3506	20		712006		60240		(1,680)	(1,680)		Supplies
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
										0	0	Total - Page 1
										0	0	GRAND TOTAL

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-80	6291	63285	A&D EVAL SPC	700854	(0.80)	(38,955)	(11,909)	(9,136)	(60,000)
20-80	6291	63285	A&D EVAL SPC	701341	(0.80)	(38,912)	(11,895)	(9,193)	(60,000)
<b>TOTAL ANNUALIZED CHANGES</b>					<b>(1.60)</b>	<b>(77,867)</b>	<b>(23,804)</b>	<b>(18,329)</b>	<b>(120,000)</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-80	6291	63285	A&D EVAL SPC	700854	(0.54)	(26,100)	(7,979)	(6,121)	(40,200)
20-80	6291	63285	A&D EVAL SPC	701341	(0.54)	(26,071)	(7,970)	(6,159)	(40,200)
<b>TOTAL CURRENT FY CHANGES</b>					<b>(1.08)</b>	<b>(52,171)</b>	<b>(15,949)</b>	<b>(12,280)</b>	<b>(80,400)</b>



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-8 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/05/06  
Agenda Item #: R-8  
Est. Start Time: 10:02 AM  
Date Submitted: 12/01/05

### BUDGET MODIFICATION: DCHS - 16

**Budget Modification DCHS-16 Reclassifying a Research/Evaluation Analyst 2 to Program Development Specialist Senior in the Mental Health & Addiction Services Division, Alcohol & Drug Treatment Administration, as Determined by Human Resources Class/Comp Unit**

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

Date Requested: January 5, 2006 Time Requested: 3 mins  
Department: Dept. of County Human Services Division: MHASD - A&D Admin  
Contact(s): Al Stickel  
Phone: 503 988-3691 Ext. 84135 I/O Address: 167/620  
Presenter(s): Ray Hudson/Colette Umbras

### General Information

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-16 reclassifying a position in Mental Health & Addiction Services Division Program Offer 25022.

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

This modification reflects a Class/Comp decision on a reclassification request from Division management. Class/Comp reviewed the submitted job duties and descriptions and agreed that a Program Development Specialist Senior was the best fit for the position. The purpose of this position and main job duties are as follows:

Oversight of day-to-day operations of the contracted treatment services, as well as collaboration with the alcohol & drug Program Manager in all aspects of the development and management of the A&D treatment system.

Development and management of special projects including a federally funded three-year

Methamphetamine treatment grant.

Serve as liaison between treatment providers, referral sources, other county departments, and various ad-hoc community based groups.

Serve a key role in developing policy and program development strategies, and provide technical assistance to advance alcohol & drug treatment services in the county.

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

For the current fiscal year, this reclassification in the Alcohol & Drug Treatment Administration program is budget neutral. The pay scale for a Research/Evaluation Analyst 2 is \$45,372 - \$55,833 and the pay scale for a Program Development Specialist Senior is \$52,618 - \$64,791. Personnel costs will increase over time, as the pay scale for a Program Development Specialist Senior is higher than a Research/Evaluation Analyst 2.

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

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

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

N/A

# ATTACHMENT A

## Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
N/A
- What do the changes accomplish?  
Approval of a classification decision from Class/Comp initiated by Division Management.
- Do any personnel actions result from this budget modification? Explain.  
Reclassification of a Research/Evaluation Analyst 2 to Program Development Specialist Senior in Mental Health & Addiction Services Division, A&D Treatment Administration.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

# ATTACHMENT B

BUDGET MODIFICATION: DCHS - 16

## Required Signatures

Department/  
Agency Director:

*For the Director of Alan Stuckel*

Date: 11/09/05

Budget Analyst:

*Michael D. Jassin*

Date: 12/01/05

Department HR:

*Carole L. Edgett*

Date: 11/02/05

Countywide HR:

Date:

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-80	6086	63284	RE Ayst 2	700422	(1.00)	(55,499)	(16,966)	(12,156)	(84,621)
20-80	6088	63284	Prog Dev Spec SR	700422	1.00	55,499	16,966	12,156	84,621
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<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
20-80	6086	63284	RE Ayst 2	700422	(1.00)	(55,499)	(16,966)	(12,156)	(84,621)
20-80	6088	63284	Prog Dev Spec SR	700422	1.00	55,499	16,966	12,156	84,621
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<b>TOTAL CURRENT FY CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY  
MANAGEMENT  
HUMAN RESOURCES  
CLASS/COMP

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD, 4<sup>th</sup> floor  
PO BOX 14700  
PORTLAND OR 97293-0700

PHONE (503) 988-5015 x24422  
FAX (503) 988-3048  
TDD (503) 988-5170

10.7.2005

To: Ray Hudson 167/1/520  
From: Leon Oswalt Classification/Compensation 503/4  
Subject: Reclassification Request #344

A request for reclassification of position 700422 was received 9/19/05. The current classification is RESEARCH ANALYST 2 requested classification is PROGRAM DEVELOPMENT SPECIALIST SENIOR. We have carefully analyzed the submitted position duties and descriptions, and the County classification documents.

We have determined that the position best fits within the PROGRAM DEVELOPMENT SPECIALIST SENIOR. (JCN 6088) class.

The position is reclassified, subject to Board of Commissioners approval. Under County Personnel Rule 5-50-030, the incumbent will be reclassified with it, as the incumbent has performed the duties of a PROGRAM DEVELOPMENT SPECIALIST SENIOR for at least six months.

### ***Summary of position purpose and main job functions.***

This position:

- is responsible for oversight and day-to-day operations of the Divisions contracted addictions treatment services.
- collaborates with the alcohol and drug program manager in all aspects of the development and management of the A&D treatment system to ensure that services are functioning in a coordinated and effective client centered manner.
- is responsible for development and management of special projects including a federally funded three-year \$1.5 million Methamphetamine treatment grant.
- is closely involved in interactions between components of the addictions treatment system including treatment providers, referral sources, County Health Department, County Department of Community Justice, State Department of Human Services, and various ad hoc community based groups.
- plays a key role in developing policy, program development strategies, and technical assistance to advance alcohol and drug treatment services in the county.

Time allocation for the position is:

40% *Development and management of countywide alcohol and drug (A&D) special projects. Special projects managed currently include: 1) federally funded three year methamphetamine treatment grant, 2) State DHS funded Family A&D Network project, 3) State funded Family Involvement Team, 4) Leo Ni Leo (African American youth), and 5) Latino youth services.*

25% *Management and oversight of State Department of Human Services (DHS) funded Problem Gambling Treatment Program. Program management includes three treatment and outreach providers, attendance at monthly statewide meetings, and at least two mandatory statewide conferences annually.*

- 5% Participation in State DHS site reviews of A&D treatment providers in Multnomah County.
- 20% Coordinate with County managers, administrators and supervisors and the Addictions Program manager to design, develop and implement an integrated and evidence-based alcohol and drug treatment system in collaboration with community based treatment service providers.
- 5% In collaboration with the A&D manager plan and implement service and system procurement processes, provide technical assistance, respond to requests from County departments for consultation and technical assistance, and coordinate and develop A&D treatment services with funders and other interested parties.
- 5% Other duties as assigned: Represent the A&D program at local, statewide, and national meetings including US Department of Health and Human Services Targeted Capacity Enhancement grantee meetings and Problem gambling treatment and prevention annual statewide meetings.

There are no County Employees supervised by this position.

**Review of class specifications:**

**Current Class                    RESEARCH / EVALUATION ANALYST 2**

**Class Definition**

*Coordinate and provide journey level professional and technical support in an applied research/evaluation area within a department. Support policy analysis, program evaluation, day-to-day project management, and quality improvement efforts. Design and conduct small-scale program development and evaluation projects; to assist in the evaluation of more complex programs and systems. Collect data for and summarize departmental performance measures; to prepare and present reports and communicate the results of research/evaluation analysis with agency administrators, managers, and line staff; and to give input to recommendations for the improvement of services and programs.*

**Distinguishing Characteristics**

*Research/Evaluation Analyst 2 is characterized by journey level proficiency at research/evaluation skills, projects and problem solving that impact and enhances components of services and operations; and responsibility for small-scale projects with a clearly established model and which involve a shorter duration and fewer variables.*

**Fit analysis for class.**

This classification is a fit for positions with journey level responsibilities. The position being reviewed has moved to the more advanced journey level work. This is shown with the development of the Matrix approach to methamphetamine users the county is using, that the occupant of this position developed. The incumbents' reorganization of the program, to fit current resources, is above the level of work in this classification. This class is not a good fit for the position.

**Proposed Class**

**PROGRAM DEVELOPMENT SPECIALIST SENIOR**

**Class Definition**

*To provide organizational, policy, procedure, program analysis, planning, development, and lead direction at the department level; and to coordinate interdivisional and interagency special projects.*

**Distinguishing Characteristics**

*This is the advanced journey lead level class in the Program Development Specialist series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned. Employees perform the most difficult and responsible types of duties assigned to classes within this series including organizational, policy, procedure and program analysis, planning and development at the department level; and the coordination of interdivisional and interagency special projects. Employees at this level are required to be fully trained in all procedures related to assigned area of responsibility. This class is distinguished from the Program Supervisor, which has full supervisory responsibilities for one or more small program.*

Fit analysis for class.

The occupant of the position being reviewed has assumed duties and responsibilities within this class. The advanced level work includes the program reorganization to meet developing fiscal realities. The managing of the grant programs for gambling and addiction projects fits in with the advanced level work. This classification is a good fit for this position.

**Reclassification Details:**

The effective date of the reclassification is 3/18/05. Your step increase date will remain 10/7 of each year.

Because the position is represented, the Local 88 Collective Bargaining Agreement (Article 15, IV.C) determines the salary level and step increase date.

Date		Class/JCN	Pay Scale Group	Pay Rate	Pay Step	Union
3/18/05	Old	RESEARCH ANALYST 2 JCN 6086	26	26.74	8	88
3/19/05	Reclass	PROGRAM DEVELOPMENT SPECIALIST SENIOR JCN 6088	31	26.74	4	88
9/1/05	COLA	PROGRAM DEVELOPMENT SPECIALIST SENIOR JCN 6088	31	27.54	4	88
10/7/05	Step	PROGRAM DEVELOPMENT SPECIALIST SENIOR JCN 6088	31	28.39	5	88

1.73-  
16.74  
5.20-  
31.03

If you have questions, please contact me at extension 24422.

cc: Employee  
AFSCME Local 88  
Position HR Rep  
File Copy

John Pearson  
Kim Pasquinelli



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-9 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/05/06  
Agenda Item #: R-9  
Est. Start Time: 10:05 AM  
Date Submitted: 12/01/05

## BUDGET MODIFICATION: DCHS - 17

**Budget Modification DCHS-17 Appropriating \$375,000 from a New Substance Abuse and Mental Health Services Administration Grant**  
**Agenda Title: "Warrior Down" for Mental Health and Addiction Services Division**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>Mental Health &amp; Addiction</u>
<b>Contact(s):</b> <u>Al Stickel</u>	
<b>Phone:</b> <u>503 988-3691</u> <b>Ext.</b> <u>84135</u>	<b>I/O Address:</b> <u>167/620</u>
<b>Presenter(s):</b> <u>Ray Hudson</u>	

## General Information

### 1. What action are you requesting from the Board?

The Department of County Human Services recommends approval of budget modification DCHS-17 which increases Addiction Services budget by \$375,000 for a new grant program "Warrior Down: A Relapse Prevention Recovery Support Services Project".

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

The department received permission from the Board on January 6, 2005 R-4 to apply for this grant. In September this year, we were notified that our grant application was approved. The grant provides resources to expand substance abuse treatment capabilities and recovery support services for Native Americans. Multnomah County is partnering with Native American Rehabilitation Association of the Northwest (NARA NW) on this project. The Multnomah County Warrior Down project will provide treatment services that are culturally specific including residential and outpatient treatments services for addictive disorders to individuals and their family members. This model provides a relapse prevention and recovery support system that was developed by Native

Americans (White Bison) for Native Americans.

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

The total award is \$1,500,000 over three years (9/30/05 - 9/29/08) at \$500,000 per year. Addition services revenue increases by \$375,000 (\$500,000 annually). Pass through and program support expenses increase by \$351,196 (\$468,261 annually) contracted with NARA NW. The grant funds .08 FTE of an existing Research Analyst Senior and Program Supervisor, along with .06 FTE of a Program Development Specialist. Some of the current duties of the existing staff will then be reassigned to temporary employees; increasing temp expenses by \$20,127. Grant paid indirect increases by \$3,677. Department Grant paid indirect revenue increases by \$1,263 offset with a \$1,263 increase in County Business Services Finance Operations expenses.

Service reimbursements from the Fed/State fund will increase to the Risk Fund (\$712), General Fund (\$2,414), and Business Services Fund (\$1,263).

**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?  
Addiction Services Fed/State budget increases by \$375,000 due to a new SAMHSA grant award
- What budgets are increased/decreased?  
Addiction Services budget increases by \$375,000. Directors Office budget increases by \$1,263.  
Internal service providers budgets increase by \$4,389
- What do the changes accomplish?  
Revises the budget to reflect the receipt of the new grant award to expand substance abuse treatment capabilities and recovery support services for Native Americans.
- Do any personnel actions result from this budget modification? Explain.  
Temporary personnel expenses increases by \$20,127.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The grant covers indirect but not central finance and human resources charges.
- Is the revenue one-time-only in nature?  
No, this is a three year grant.
- If a grant, what period does the grant cover?  
09/30/05 - 09/29/08
- If a grant, when the grant expires, what are funding plans?  
There are no plans to continue funding when the grant ends. However, NARA NW should be able to sustain the expanded and/or enhanced treatment services by billing insurance carriers.

*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 - 17**

**Required Signatures**

**Department/  
Agency Director:**

*Ret Surface*

**Date:** 11/09/05

**Budget Analyst:**

*Michael D. Jaspis*

**Date:** 12/01/05

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**

Budget Modification or Amendment ID: **DCHS-17****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	20-80	32189	40			MA AS CONT WARRIOR DOWN	50170	-	(354,673)	(354,673)		IG-Direct Fed Source
2	20-80	32189	40			MA AS CONT WARRIOR DOWN	60160	0	351,196	351,196		Pass Thru & Prgm Support
3	20-80	32189	40			MA AS CONT WARRIOR DOWN	60350	0	2,283	2,283		Indirect - Central @.65%
4	20-80	32189	40			MA AS CONT WARRIOR DOWN	60355	0	1,194	1,194		Indirect - Dept @.34%
5												
6	20-80	32189	40			MA TXA AS WARRIOR DOWN	50170	0	(20,327)	(20,327)		IG-Direct Fed Source
7	20-80	32189	40			MA TXA AS WARRIOR DOWN	60000	0	13,484	13,484		Permanent 706855,711970,711840
8	20-80	32189	40			MA TXA AS WARRIOR DOWN	60130	0	3,962	3,962		Salary Related
9	20-80	32189	40			MA TXA AS WARRIOR DOWN	60140	0	2,681	2,681		Insurance
10	20-80	32189	40			MA TXA AS WARRIOR DOWN	60350	0	131	131		Indirect - Central @.65%
11	20-80	32189	40			MA TXA AS WARRIOR DOWN	60355	0	69	69		Indirect - Dept @.34%
12												
13	20-80	1000	40			MA AS DUUI CGF	60000		(4,987)	(4,987)		Permanent 706855
14	20-80	1000	40			MA AS DUUI CGF	60130		(1,524)	(1,524)		Salary Related
15	20-80	1000	40			MA AS DUUI CGF	60140		(961)	(961)		Insurance
16	20-80	1000	40			MA AS DUUI CGF	60100		6,613	6,613		Temporary
17	20-80	1000	40			MA AS DUUI CGF	60135		595	595		Non-base fringe
18	20-80	1000	40			MA AS DUUI CGF	60145		264	264		Non-base insurance
19												
20	20-80	80001	40			MA TXA AS LA	60000		(3,212)	(3,212)		Permanent 711840
21	20-80	80001	40			MA TXA AS LA	60130		(982)	(982)		Salary Related
22	20-80	80001	40			MA TXA AS LA	60140		(741)	(741)		Insurance
23	20-80	80001	40			MA TXA AS LA	60100		4,367	4,367		Temporary
24	20-80	80001	40			MA TXA AS LA	60135		393	393		Non-base fringe
25	20-80	80001	40			MA TXA AS LA	60145		175	175		Non-base insurance
26												
27	26-10	80001	40			CHSCOS.LA	60000		(5,285)	(5,285)		Permanent 711970
28	26-10	80001	40			CHSCOS.LA	60130		(1,456)	(1,456)		Salary Related
29	26-10	80001	40			CHSCOS.LA	60140		(979)	(979)		insurance
									(7,720)		0	Total - Page 1
									0		0	GRAND TOTAL

Budget Modification or Amendment ID: **DCHS-17**

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	26-10	80001	40			CHSCOS.LA	60100	6,832	6,832		Temporary	
31	26-10	80001	40			CHSCOS.LA	60135	615	615		Non-base fringe	
32	26-10	80001	40			CHSCOS.LA	60145	273	273		Non-base insurance	
33												
34	26-00	1000	40			CHSDO.IND1000	50370	(1,263)	(1,263)		Department Indirect Revenue	
35	26-00	1000	40			CHSDO.IND1000	60360	1,263	1,263		Finance Ops	
36												
37	19	1000	20		9500001000		50310	(2,414)	(2,414)		Svc Reim F/S to General Fund	
38	19	1000	20		9500001000		60470	2,414	2,414		Contingency	
39												
40	72-10	3500	20		705210		50316	(712)	(712)		Svc Reim F/S to Risk Fund	
41	72-10	3500	20		705210		60330	712	712		Claims Paid	
42												
43	72-10	3506	20		711100		50310	(1,263)	(1,263)		Svc Reim F/S to Business Svcs	
44	72-10	3506	20		711100		60240	1,263	1,263		Supplies	
45												
46												
47												
48												
49												
50												
51												
52												
53												
54												
55												
56												
57												
58												
									7,720	0	0	Total - Page 2
									0	0	0	GRAND TOTAL



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-10 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/05/06  
Agenda Item #: R-10  
Est. Start Time: 10:05 AM  
Date Submitted: 12/09/05

## BUDGET MODIFICATION: DCHS - 18

**Budget Modification DCHS-18 Appropriating \$393,057 of Title XIX  
Revenue for Temporary Workers for the Medicare Modernization Act in  
Agenda Title: Aging and Disabilities Services Division**

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

<b>Date Requested:</b> <u>January 1, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>Aging and Disabilities</u>
<b>Contact(s):</b> <u>Al Stickel</u>	
<b>Phone:</b> <u>503 988-3691</u> <b>Ext.</b> <u>84135</u>	<b>I/O Address:</b> <u>167/620</u>
<b>Presenter(s):</b> <u>Mary Shortall</u>	

### General Information

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-18 which increases Aging and Disabilities Services Division budget by \$393,057 - Program Offer 25007.

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

The State of Oregon, Department of Human Services (DHS) provided additional funding through its contract with Aging and Disability Services Division (ADS) to employ temporary staff for 6 months to provide assistance with choice counseling and enrollment for dual eligible clients (those with both Medicare and Medicaid) in the new prescription drug program available under the Medicare Modernization Act (MMA).

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

This modification increases Aging & Disabilities Services Division Fed/State appropriation by \$393,057 of Title XIX revenue. The following expenses increase: Temporary Personnel by

\$334,067, local mileage by \$2,723, telephone by \$7,096, motor pool by \$2,686, data processing by \$36,137, indirect by \$3,334, County Business Services Finance Operations by \$32, and County Business Services Human Resources Operations by \$6,982.

Department grant paid indirect revenue increases by \$1,145 with a corresponding increase in supplies of \$1,132 and Finance Operations of \$13. Increased service reimbursements from the Fed/State fund will be made to the following funds: \$2,189 General Fund, \$43,233 Information Technology, \$2,686 Fleet, and \$7,027 Business Services.

**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?  
Aging & Disability Services Division budget increases by \$393,057 due to increased TitleXIX funds for the Medicare Modernization Act project.
- What budgets are increased/decreased?  
Aging & Disability Services Support (program offer 25007) budget increases by \$393,057.  
Director's Office (program offer 25000) budget increases by \$1,145. Internal service provider's budgets increase by \$55,135.
- What do the changes accomplish?  
Brings the budget in line with current state allocations and provides appropriate temporary staffing levels that match the purpose and level of funding for the project.
- Do any personnel actions result from this budget modification? Explain.  
Adds Temporary Workers for long term care program, duration 6 months (estimated 7.30 FTE - 15 positions).
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
The revenue covers the charges.
- Is the revenue one-time-only in nature?  
Yes, special one time only allocations of TitleXIX for the Medicare Modernization Act project.
- If a grant, what period does the grant cover?  
2005-2007 biennium contract.
- If a grant, when the grant expires, what are funding plans?  
None – one time only project. Temporary employees will be laid off after completion of the project.

*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 - 18**

**Required Signatures**

**Department/  
Agency Director:**

*Ret Surface*

**Date:** 12/07/05

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 12/09/05

**Department HR:**

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

**Countywide HR:**

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

Budget Modification or Amendment ID: **DCHS-18****EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
1	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60100	-	295,635	295,635		Temporary [MMA Workers]
2	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60135	-	26,607	26,607		Non-base Fringe
3	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60145	-	11,825	11,825		Non-base Insurance
4	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60270	-	2,723	2,723		Local Mileage & Travel
5	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60370	-	7,096	7,096		Telephone Services
6	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60410	-	2,686	2,686		Motor Pool Services
7	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60380	-	36,137	36,137		Data Processing Services
8	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60350	-	2,189	2,189		Central Indirect [0.65%]
9	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60355	-	1,145	1,145		Dept Indirect [0.34%]
10	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60360	-	32	32		Finance Ops [1.18%]
11	30-01	26090	40	25007		ADSDIVBS201MMAXIX	60365	-	6,982	6,982		HR Ops [2.09%]
12	30-01	26090	40	25007		ADSDIVBS201MMAXIX	50190	-	(393,057)	(393,057)		IG-OP Fed thru State
13												
14	26-00	1000	40	25000		CHSDO.IND1000	50370		(1,145)	(1,145)		Department Indirect Revenue
15	26-00	1000	40	25000		CHSDO.IND1000	60240		1,132	1,132		Supplies
16	26-01	1000	40	25000		CHSDO.IND1000	60360		13	13		Finance Ops [1.18%]
17												
18	19	1000	20		9500001000		50310		(2,189)	(2,189)		Svc Reim F/S to General Fund
19	19	1000	20		9500001000		60470		2,189	2,189		Contingency
20												
21	72-60	3503	20		709525		50310		(7,096)	(7,096)		Svc Reim F/S to Info Tech
22	72-60	3503	20		709525		60200		7,096	7,096		Communications
23												
24	72-60	3503	20		709105		50310		(36,137)	(36,137)		Svc Reim F/S to Info Tech
25	72-60	3503	20		709105		60240		36,137	36,137		Supplies
26												
27	72-55	3501	20		904100		50310		(2,686)	(2,686)		Svc Reim F/S to Fleet
28	72-55	3501	20		904100		60240		2,686	2,686		Supplies
29												
									0	0		Total - Page 1
									0	0		GRAND TOTAL

Budget Modification or Amendment ID: **DCHS-18**

**EXPENDITURES & REVENUES**

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

Budget/Fiscal Year: 06

Line No.	Fund Center	Fund Code	Func. Area	Accounting Unit			Cost Element	Current Amount	Revised Amount	Change Increase/ (Decrease)	Subtotal	Description
				Internal Order	Cost Center	WBS Element						
30	72-80	3506	20		712006		50310	(6,982)	(6,982)		Svc Reim F/s To Bus Svc	
31	72-80	3506	20		712006		60240	6,982	6,982		Supplies	
32												
33	72-10	3506	20		711100		50310	(45)	(45)		Svc Reim F/S to Bus Svc	
34	72-10	3506	20		711100		60240	45	45		Supplies	
35												
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58												
									0	0	Total - Page 2	
									0	0	GRAND TOTAL	





# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED : MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-11 DATE 01-05-06  
DEBORAH L. BOGSTAD, BOARD CLERK

### Board Clerk Use Only

Meeting Date: 01/05/06  
Agenda Item #: R-11  
Est. Start Time: 10:08 AM  
Date Submitted: 12/09/05

### BUDGET MODIFICATION: DCHS - 19

**Budget Modification DCHS-19 Reclassifying a Vacant Program  
Development Specialist to a Contract Specialist in Department  
Administration, as Determined by Human Resources Class/Comp Unit**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>Department Admin</u>
<b>Contact(s):</b> <u>Al Stickel</u>	
<b>Phone:</b> <u>503 988-3691</u> <b>Ext.</b> <u>84135</u>	<b>I/O Address:</b> <u>167/1/620</u>
<b>Presenter(s):</b> <u>Al Stickel / Colette Umbras</u>	

### General Information

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-19 reclassifying a vacant position in Department Administration Program Offer 25002.

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

This modification reflects a Class/Comp decision on a reclassification request from Department management. Class/Comp reviewed the submitted job duties and descriptions and agreed that a Contract Specialist was the best fit for the position. The purpose of this position and main job duties are as follows:

Provide expertise in developing and creating all procurement related documentation/actions for the Department; collaborate with program office customers to develop human service contracts that are clear, well written, and delivered on time.

Ensure procurement and contractual documentation is compliant and legally sufficient; apply federal, State and County laws, rules and regulations pertaining to bidding procedures,

purchasing options and contracts.

Generate unique documents (procedures, instructions, letters, memos, forms, etc.) with the express purpose of translating programmatic desires and requirements into procurement and contractual documents; problem solving with providers, program staff, fiscal staff, County Attorney, contract compliance, purchasing and department management.

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

For the current fiscal year and ongoing, this reclassification is budget neutral. The pay scale for a Program Development Specialist and a Contract Specialist are identical (\$44,119 - \$54,246).

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

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

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

N/A

# ATTACHMENT A

## Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
N/A
- What do the changes accomplish?  
Approval of a classification decision from Class/Comp initiated by Department Management.
- Do any personnel actions result from this budget modification? Explain.  
Reclassification of a Program Development Specialist to Contract Specialist.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

**ATTACHMENT B**

**BUDGET MODIFICATION: DCHS - 19**

**Required Signatures**

**Department/  
Agency Director:**

*Pat Surface*

**Date:** 12/05/05

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 12/05/05

**Department HR:**

*Carolyn L. Edgett*

**Date:** 12/05/05

**Countywide HR:**

**Date:**

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-10	6021	63196	Prog Dev Spec	708916	(1.00)	(43,848)	(12,085)	(11,457)	(67,390)
26-10	6015	63196	Contract Spec	708916	1.00	43,848	12,085	11,457	67,390
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<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

effective date: BCC approval of budmod

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
26-10	6021	63196	Prog Dev Spec	708916	(0.50)	(21,924)	(6,043)	(5,729)	(33,696)
26-10	6015	63196	Contract Spec	708916	0.50	21,924	6,043	5,729	33,696
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<b>TOTAL CURRENT FY CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY  
MANAGEMENT  
HUMAN RESOURCES  
CLASS/COMP

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD. 4<sup>TH</sup> FLOOR  
PO BOX 14700  
PORTLAND OR 97293-0700

PHONE (503) 988-5015 x24422  
FAX (503) 988-3048  
TDD (503) 988-5170

11.21.2005

To: Al Stickel (via e-mail)  
From: Leon Oswalt Class/Comp 503/4  
Subject: Classification Request #400

A management request for classification of position 708916 was received 11/9/05. The requested classification is CONTRACT SPECIALIST. The presented position duties and descriptions and the County classification documents have been carefully analyzed.

We have determined that the position best fits within the CONTRACT SPECIALIST classification.

### Summary of position purpose and main job functions.

The purpose to provide expert assistance in developing and creating all procurement related documentation/actions for the Department. In addition, this position collaborates with program office customers to develop human service contracts that are clear, well written, and delivered on time. This position is a central component of assuring accountability in the spending of public funds.

### Allocation of time for the position is

35% PROCUREMENT AND CONTRACT DEVELOPMENT / PROGRAM SUPPORT Gather the necessary programmatic details required to generate compliant and legally sufficient procurement and contractual documentation.

30% TECHNICAL WRITING Generate unique documents (procedures, instructions, letters, memos, forms, etc.) with the express purpose of translating programmatic desires and requirements into legally sufficient documentation detailing the procurement and contractual aspects of the department.

Prepare lengthy, detailed documents to be presented for Board Agenda Placement and track these documents through the 6-8 week internal signature process.

10% SAP This position requires a broad knowledge of governmental accounting and reporting requirements, as well as skill in interpreting and applying Federal, State and County laws, rules and regulations pertaining to bidding procedures, purchasing options and contracts.

10% COORDINATION / CONTRACT SUPPORT Establish and maintain effective working relationships with other department staff, other County employees, providers, contractors, elected officials and the public. Specifically, this position works with program staff and managers, fiscal staff and managers, County Counsel, Contracts Administration, Purchasing staff, and community providers to construct agreements that benefit the direct service clients and other stakeholders. Specific functions include:

10% PROBLEM SOLVING This position deals with problem solving on a daily basis. Questions raised by providers, program staff, fiscal staff, County Attorney, Contract Compliance, Purchasing, and Department management are a significant driver of workload. This position is often responsible for tidying up loose ends, locating lost or misplaced files, etc. Specific Problem Solving functions include:

5% OTHER DUTIES AS ASSIGNED: Development and revision of tools and training procedures used to train Program Office staff in utilizing the services of the unit. Development and revision of

tools and procedures used for tracking contract processing by unit members.[] Contract analysis.  
Interpretation of all policies, statutes and or laws.

**Review of class specifications:**

**Proposed Class**

**CONTRACT SPECIALIST**

**Class Definition**

To provide contract management coordination between various operating programs to ensure the proper processing, procurement and tracking of contracts for services and supplies; ensures contracts meet all requirements for County standards and that all insurance and bonding mandates are met; to supervise assigned staff, interns or volunteers; and to perform a variety of technical and administrative tasks relative to the assigned area of responsibility.

**DISTINGUISHING CHARACTERISTICS**

This class is distinguished by its focus on procurement, contract development and tracking rather than program development and management. This class is distinguished from the class of Senior Contract Specialist, by performing tasks of journey-level complexity and by the absence of lead responsibilities.

**Fit analysis for class.**

The classification applies to positions that perform journey-level work in contract applications for the county. This position is a great fit within this classification.

If you have questions, please contact me at extension 24422.

cc: Position HR Rep.

File Copy



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

APPROVED: MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-12 DATE 01-06-05  
DEBORAH L. BOGSTAD, BOARD CLERK

**Board Clerk Use Only**

Meeting Date: 01/05/06  
Agenda Item #: R-12  
Est. Start Time: 10:11 AM  
Date Submitted: 12/01/05

**BUDGET MODIFICATION: DCHS - 20**

**Budget Modification DCHS-20 Reclassifying an Office Assistant 2 to Office Assistant Senior in the Aging and Disability Services Division, Adult Care**  
**Agenda Title: Home Program, as Determined by Human Resources Class/Comp Unit**

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

<b>Date Requested:</b> <u>January 5, 2006</u>	<b>Time Requested:</b> <u>3 mins</u>
<b>Department:</b> <u>Dept. of County Human Services</u>	<b>Division:</b> <u>Aging and Disabilities</u>
<b>Contact(s):</b> <u>Al Stickel</u>	
<b>Phone:</b> <u>503 988-3691</u> <b>Ext.</b> <u>84135</u>	<b>I/O Address:</b> <u>167/620</u>
<b>Presenter(s):</b> <u>Mary Shortall/ Colette Umbras</u>	

**General Information**

**1. What action are you requesting from the Board?**

The Department of County Human Services recommends approval of budget modification DCHS-20 reclassifying a position in Aging and Disability Services Division Program Offer 25009B.

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

This modification reflects a Class/Comp decision on a reclassification request from Division management. Class/Comp reviewed the submitted job duties and descriptions and agreed that an Office Assistant Senior was the best fit for the position. The purpose of this position and main job duties are as follows:

Managing the program's support functions; directing the work activities of assigned clerical staff; prioritizing and coordinating work assignments; recommending organizational or procedural improvements; reporting on program operations and activities.

Maintaining a variety of records and files for program operators, resident managers and caregivers; providing assistance to program staff and the public related to the licensing process;

independently responding to letters and general correspondence of a routine nature; establishing a tracking process to increase quality and reduce errors while meeting the statutory timelines for completing the licensing process.

Applying program policies and procedures in determining completeness of applications; distributing, collecting and entering applications into the program data base; conducting LEDs and Criminal Record Checks; serving on CRC committee as needed and sending notification of approval or denial to applicant.

Organizing registration and maintaining schedules for the annual conference.

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

For the current fiscal year, this reclassification in the ADS Adult Care Home Program is budget neutral as the pay scales overlap. The pay scale for an Office Assistant 2 is \$27,478 - \$33,784 and the pay scale for an Office Assistant Senior is \$31,821 - \$39,171. Personnel costs will increase over time, as the pay scale for an Office Assistant 2 is higher than an Office Assistant Senior.

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

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

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

N/A

# ATTACHMENT A

## Budget Modification

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

- What revenue is being changed and why?  
N/A
- What budgets are increased/decreased?  
N/A
- What do the changes accomplish?  
Approval of a classification decision from Class/Comp initiated by Division Management.
- Do any personnel actions result from this budget modification? Explain.  
Reclassification of an Office Assistant 2 to Office Assistant Senior in Aging and Disability Services Division, Adult Care Home Program.
- How will the county indirect, central finance and human resources and departmental overhead costs be covered?  
N/A
- Is the revenue one-time-only in nature?  
N/A
- If a grant, what period does the grant cover?  
N/A
- If a grant, when the grant expires, what are funding plans?  
N/A

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

**ATTACHMENT B**

**BUDGET MODIFICATION: DCHS - 20**

**Required Signatures**

**Department/  
Agency Director:**

*Pat Surface*

**Date:** 11/23/05

**Budget Analyst:**

*Michael D. Gaspin*

**Date:** 12/01/05

**Department HR:**

*Carolyn L. Edgett*

**Date:** 11/22/05

**Countywide HR:**

**Date:**

**ANNUALIZED PERSONNEL CHANGE**

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

						ANNUALIZED			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
30-75	6001	62956	Office Assistant 2	704351	(1.00)	(32,601)	(9,966)	(10,782)	(53,349)
30-75	6002	62956	Office Assistant Senior	704351	1.00	32,601	9,966	10,782	53,349
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<b>TOTAL ANNUALIZED CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

**CURRENT YEAR PERSONNEL DOLLAR CHANGE**

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

effective date: BCC approval of budmod

						CURRENT YEAR			
Fund	Job #	HR Org Unit	Position Title	Position Number	FTE	BASE PAY	FRINGE	INSUR	TOTAL
30-75	6001	62956	Office Assistant 2	704351	(0.50)	(16,301)	(4,983)	(5,391)	(26,675)
30-75	6002	62956	Office Assistant Senior	704351	0.50	16,301	4,983	5,391	26,675
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<b>TOTAL CURRENT FY CHANGES</b>					<b>0.00</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COUNTY  
MANAGEMENT  
HUMAN RESOURCES  
CLASS/COMP

MULTNOMAH BUILDING  
501 SE HAWTHORNE BLVD. 4<sup>TH</sup> FLOOR  
PO BOX 14700  
PORTLAND OR 97293-0700

PHONE (503) 988-5015 x24422  
FAX (503) 988-3048  
TDD (503) 988-5170

11.17.2005

To: Bob Palmer (via e-mail)  
From: Leon Oswalt Class/Comp 503/4  
Subject: Classification Request #396

A management request for classification position 704351 was received 11/13/05. The requested classification is OFFICE ASSISTANT SENIOR. The presented position duties and descriptions and the County classification documents have been carefully analyzed.

We have determined that the position best fits within the OFFICE ASSISTANT SENIOR JCN 6002 classification.

### Summary of position purpose and main job functions.

This position will provide support service to the Adult Care Home Program by

- exercising independent judgment in scheduling and accomplishing work,
- resolving difficult human relations situations,
- analyzing alternatives,
- maintaining program data base, by carrying out research;
- ensuring both Salem and providers have appropriate information in order to obtain a Medicaid Contract;
- maintaining a high accuracy and low error rate regarding program assignments and
- analyzing varied data and to originate reports and/or correspondence for internal us as well as monthly distribution to Salem.

Time allocation for the position is:

30% OFFICE MANAGEMENT Manage office support functions; direct the work activities of assigned clerical personnel; prioritize and coordinate work assignments; review work for accuracy; recommend organizational or procedural improvements or modifications; prepare reports on operations and activities.

Perform a wide variety of advanced clerical work including the maintenance of accurate and detailed records; maintain a variety of files and records for program operators, resident managers and caregivers; Provide information and assistance to ACHP staff and the public in providing information related to the Adult Care Home Licensing Process.

Perform a wide variety of support duties for the Program Manager, licensers and monitors; independently respond to letters and general correspondence of a routine nature and maintain high accuracy and low error rate.

Evaluate program related responsibility and recommend organizational improvements and modifications affecting the licensing process; establish tracking methodology to increase quality and reduce errors and mistakes while meeting the statutory timelines for completing the licensing process.

Work cooperatively with licensing and monitoring staff to see that their needs are met.

% 25 PROVIDE SUPPORT LICENSE APPLICATION PROCESS Apply program policies and procedures in determining completeness of adult care home applications; assist the public and other staff in

interpreting and applying policies, procedures, laws, and ordinances. Responsible for distributing, collecting and entering into local data base data from providers wishing to care for Medicaid clients and for ensuring that information is received by appropriate agencies in Salem. Conduct LEDs and Criminal Record Checks; serve on and refer applicants to CRC committee when necessary and send approval or denial letter to applicant. Coordinate the flow of paperwork among staff; maintain manuals and update resource materials and Adult Care Home Program filing system.

% 20 PROVIDE SUPPORT FOR ANNUAL CONFERENCE Organize schedules, maintain registration, and prepare packets for new operator and resident manager orientations. Maintain calendars; develop a tickler system for various program activities; responsible for working with Program Trainer on assigned duties related to annual conference.

15% Type, proofread and word process a variety of documents including general correspondence, memos, agendas and reports; independently compose correspondence and memoranda related to responsibilities assigned. Initiate, maintain and track a variety of files and records; process and maintain payroll, prepare daily bank deposit and develop and revise office forms and report formats. Operate a variety of office equipment including a computer; input and retrieve data and text; organize and maintain program data base.

**Review of class specifications:**

**Proposed Class OFFICE ASSISTANT SENIOR**

**Class Definition --** Perform a wide variety of responsible and difficult clerical work in support of the function or program to which assigned.

**DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level class in the Office Assistant series. This class is distinguished from the Office Assistant 2 by the requirement to exercise independent judgment in scheduling and accomplishing work, to handle difficult human relations situations, to analyze alternatives, to maintain complex systems, to carry out research and analysis of varied data and to originate reports and/or correspondence

Fit analysis for class. This position will manage the unit's support functions, and direct and coordinate the work of and workflow assigned to clerical staff. The position will independently respond to letters and general correspondence. The position reviews for completeness incoming applications for Adult Home Care licensing and refers incomplete applications. The position conducts LEDS criminal record activity checks. This position organizes registration and maintains schedules for the annual conference. The majority of this positions duties fall within the OFFICE ASSISTANT SENIOR classification.

If you have questions, please contact me at extension 24422.

cc: Department HR Mgr. Colette Umbras  
 Position HR Rep. Kim Pasquinelli  
 File Copy



# MULTNOMAH COUNTY AGENDA PLACEMENT REQUEST

**Board Clerk Use Only**

**Meeting Date:** 01/05/06  
**Agenda Item #:** R-13  
**Est. Start Time:** 10:15 AM  
**Date Submitted:** 12/22/05

**BUDGET MODIFICATION:** -

**Agenda Title:** **RESOLUTION Authorizing the Sheriff to Dispose of Found/Unclaimed Property Pursuant to MCC 15.650**

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>5 mins</u>
<b>Department:</b>	<u>Sheriff's Office</u>	<b>Division:</b>	<u></u>
<b>Contact(s):</b>	<u>Chris Payne</u>		
<b>Phone:</b>	<u>(503) 251-2501</u>	<b>Ext.:</b>	<u></u>
		<b>I/O Address:</b>	<u>313/118</u>
<b>Presenter(s):</b>	<u>Larry Aab and Chris Payne</u>		

**General Information**

**1. What action are you requesting from the Board?**

Request approval of resolution authorizing the Sheriff to Dispose of Found/Unclaimed Property pursuant to MCC 15.650

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

Through the course of different investigations, calls for service, etc. Deputies from the Sheriff's Office sometimes take firearms into their possession. The Sheriff's Office uses due diligence in attempting to locate the rightful owner(s). After 30 days, Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board to dispose of these weapons through transfer of the items to the State of Oregon Department of Administrative Services for sale or destruction. In the case of firearms, the Sheriff's Office policy is to always seek destruction.

Multnomah County Code 15.654 provides that "in lieu of a sale of the property under §§ 15.650 through 15.653, the Sheriff, with the approval of the Board, may transfer any portion of unclaimed property to the county for use by the county". The Sheriff's Office is seeking to transfer two

handguns, a Glock Model 23, .40 Caliber handgun, Serial #FUX390, and a Glock Model 17, 9mm pistol Serial #CC165US to the MCSO Training Unit for Officer Training purposes.

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

This resolution will have no fiscal impact.

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

MCC 15.655 provides, " if property is sold as provided in this subchapter and if, within six months after the sale, the owner of the property, including money, files with the Board a claim for the property, including money, and proves the owner's right to it, the Board shall direct that the money or the amount received for the property, less expenses of the sale, shall be paid to the owner from the county treasury. The Board shall not approve any claims filed more than six months after the sale. If the property is transferred to the county in lieu of sale, it may be claimed by the lawful owner at any time within one year from the transfer to the county. The Sheriff, in disposing of property in the manner provided in this subchapter, shall not be liable to the owner of the property.

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

N/A

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** Dec 22, 2005

**Budget Analyst:**

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

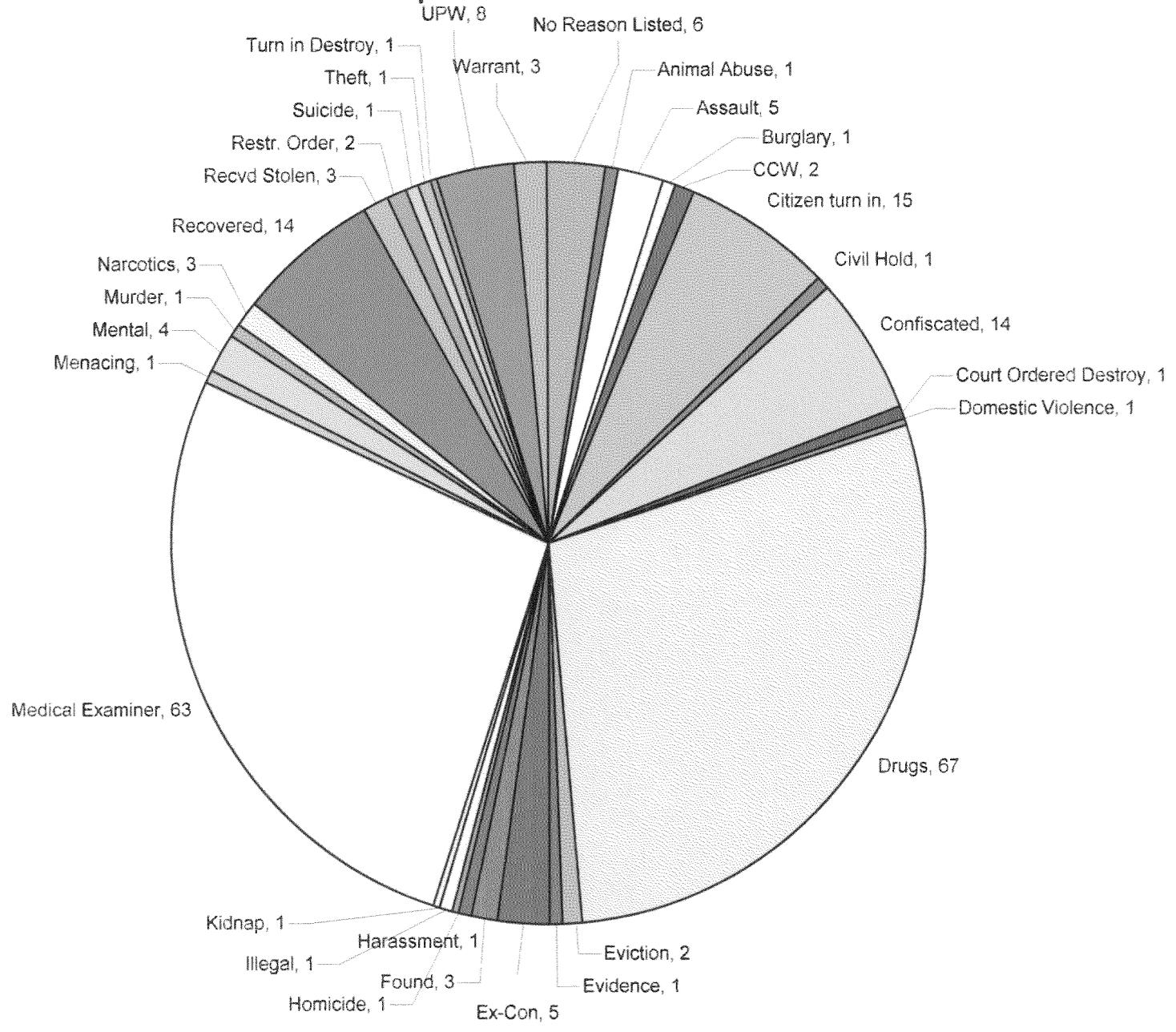
**Department HR:**

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

**Countywide HR:**

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

### Weapon Recovered -- Reason



BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing the Sheriff to Dispose of Found/Unclaimed Property Pursuant to MCC  
15.650

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff has had in his possession unclaimed property, identified as List 05-1 for a period in excess of 30 days. All attempts to establish the rightful owners(s) have proven negative.
- b. Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board of County Commissioners to deposit unclaimed property by transfer of these items to the State of Oregon Department of Administrative Services. The Ordinance further allows for the transfer of property to the Multnomah County Sheriff for the use by MCSO.

**The Multnomah County Board of Commissioners Resolves:**

The Multnomah County Sheriff shall be authorized to transfer those items identified on list 05-1 to the State of Oregon Department of Administrative Services for disposal. The Sheriff shall also be authorized to transfer those items identified on list 05-1 to the Multnomah County Sheriff's Office for use by the MCSO.

ADOPTED this 5th day of January, 2006.

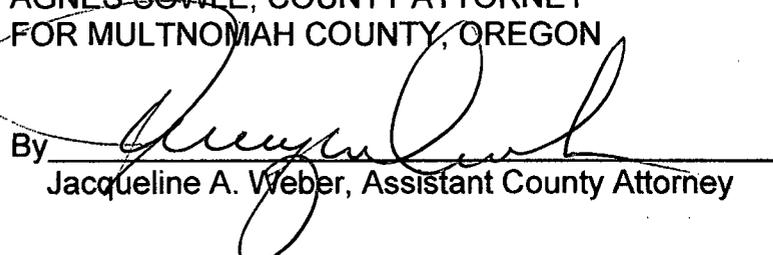
BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 06-005**

Authorizing the Sheriff to Dispose of Found/Unclaimed Property Pursuant to MCC 15.650

**The Multnomah County Board of Commissioners Finds:**

- a. The Multnomah County Sheriff has had in his possession unclaimed property, identified as List 05-1 for a period in excess of 30 days. All attempts to establish the rightful owners(s) have proven negative.
- b. Multnomah County Code 15.650 provides for the Sheriff to seek authorization from the Board of County Commissioners to deposit unclaimed property by transfer of these items to the State of Oregon Department of Administrative Services. The Ordinance further allows for the transfer of property to the Multnomah County Sheriff for the use by MCSO.

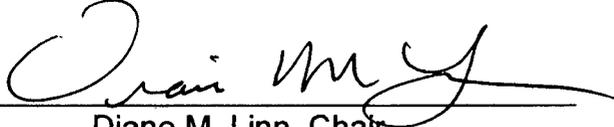
**The Multnomah County Board of Commissioners Resolves:**

The Multnomah County Sheriff shall be authorized to transfer those items identified on list 05-1 to the State of Oregon Department of Administrative Services for disposal. The Sheriff shall also be authorized to transfer those items identified on list 05-1 to the Multnomah County Sheriff's Office for use by the MCSO.

ADOPTED this 5th day of January, 2006.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Jacqueline A. Weber, Assistant County Attorney



**MULTNOMAH COUNTY SHERIFF'S OFFICE**  
501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

*Exemplary service for a safe, livable community*

**BERNIE GIUSTO**  
**SHERIFF**

503 988-4300 PHONE  
503 988-4500 TTY  
[www.sheriff-mcso.org](http://www.sheriff-mcso.org)

**MEMORANDUM**

---

**TO:** DEBORAH BOGSTAD  
Clerk of the Board

**FROM:** BERNIE GIUSTO  
Sheriff

**DATE:** December 9, 2005

**SUBJECT:** FOUND/UNCLAIMED PROPERTY – LIST 05-1

---

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 15.650, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the State of Oregon Department of Administrative Services for sale or disposal as provided for within the listed ordinance. In addition, I am requesting that the items listed in the attached memorandum(s) be transferred to the Multnomah County Sheriff's Office for use by MCSO.

Attachment



# MULTNOMAH COUNTY SHERIFF'S OFFICE

501 SE HAWTHORNE BLVD., SUITE 350 • PORTLAND, OR 97214

*Exemplary service for a safe, livable community*

BERNIE GIUSTO  
SHERIFF

503 988-4300 PHONE  
503 988-4500 TTY  
www.sheriff-mcso.org

## MEMORANDUM

---

TO: BERNIE GIUSTO  
Sheriff

FROM: LIEUTENANT DREW BROSCHE   
TRAINING UNIT COMMANDER

DATE: December 14, 2005

SUBJECT: TRANSFER OF A FIREARM FROM PROPERTY CONTROL TO TRAINING UNIT

---

The District Attorney's Office has completed the below cases and has released these items for destruction. The Training Unit is requesting that the firearms be transferred from Property Control to the Training Unit in accordance with Multnomah County Code 15.650. The firearms will be utilized by Training Unit members only.

Case: 04-40071  
Make: Glock  
Model: 23, .40 caliber handgun  
Serial #: FUX390

Case: 92-3180  
Make: Glock  
Model: 17, 9mm pistol  
Serial #: CC165US

AUTHORIZATION GRANTED

BERNIE GIUSTO  
Sheriff

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
1	72-7610	Winchester 30.30 rifle, Mdl. 94, #1003576	Destroy
2	73-2129	Winchester 12 GA shotgun, #81706	Destroy
3	75-14947	Winchester 30.06 Rifle, #214756 with scope	Destroy
4	77-21323	Mossberg 12 GA shotgun, Mdl 500AB, #G181897	Destroy
5	81-13496	Hi-Standard .22 handgun, Serial #181837	Destroy
6	85-12277	Colt .38 revolver, Cobra, #124884	Destroy
7	85-13552	Hi-Standard .22 revolver, #2221136	Destroy
8	86-6842	Rohm .22 revolver, Mdl 66, # None	Destroy
9	86-6842	Daisy BB pistol, Mdl 188 # None	Destroy
10	88-6234	Winchester .22 rifle, #F231733	Destroy
11	89-6584	Ruger .22 pistol, #59285	Destroy
12	89-8587	Remington 12 GA shotgun, Mdl 870, #T754763V	Destroy
13	89-9752	Winchester 12 GA shotgun, Mdl 1200, #L1216424	Destroy
14	91-9817	S&W 9mm handgun, #A785917	Destroy
15	92-134	Beretta .25 handgun, #70544V	Destroy
16	94-164	Mak 90 7.62 rifle, #18651	Destroy
17	94-310	Remington 12 GA shotgun, Mdl 870, #1093247M	Destroy
18	94-947	Rigarmi .25 handgun, #81079	Destroy
19	94-1145	Ruger 9mm handgun, #300-70337	Destroy
20	94-1240	Colt .357 revolver, Mdl Python, #V59827	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
21	94-1240	S&W .38 revolver, Mdl 10-5, #C863305	Destroy
22	94-1240	Colt .22 handgun, #3787	Destroy
23	94-1935	S&W .357 revolver, #39K6289	Destroy
24	94-1935	Veritable Express 9mm handgun, #2555	Destroy
25	94-2650	Browning 9mm handgun, #69C4446	Destroy
26	94-3047	Ruger 9mm pistol, Mdl P-89, #305-14722	Destroy
27	94-6059	Jennings .22 handgun, J-ZZ, #503183	Destroy
28	94-6226	Winchester 30.30 rifle, Mdl 94, #3846728	Destroy
29	94-7325	Ruger .22 pistol, #216-53675	Destroy
30	94-7662	Savage 12 GA shotgun, #3300	Destroy
31	95-678	Ruger .44 mag revolver, #502-53360	Destroy
32	95-2516	Eastfield 12 GA shotgun, #B32007	Destroy
33	96-699	Mossberg 12 GA shotgun, Mdl 500A, #L584958	Destroy
34	96-807	Marlin 30.30 rifle, #11030908	Destroy
35	96-1444	Colt cap & ball pistol, #118305	Destroy
36	96-1444	Bryco .380 handgun, #371944	Destroy
37	96-1444	SKS 7.62 rifle, #1602027	Destroy
38	96-5125	Taurus 9mm handgun, Mdl PT99AF, #L04571	Destroy
39	96-5227	Ruger .357 revolver, #170-96790	Destroy
40	96-5487	Ruger .38 revolver, #150-64840	Destroy
41	96-6230	Sedco .22 handgun, #008649	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
42	96-6982	S&W .357 revolver, #63K1187	Destroy
43	98-404111	SKS/Norinco 7.62 rifle, #1809122	Destroy
44	98-407536	Stevens 12 GA shotgun, # None	Destroy
45	98-407716	Stallard Arms 9mm handgun, #083147	Destroy
46	98-407716	H&R .40 sawed off shotgun, #AY565339	Destroy
47	99-401934	Mak-90 7.62 cal rifle, #9301815	Destroy
48	99-402510	Ruger .357 revolver, #571-30281	Destroy
49	99-402510	North American Arms .22 pistol, #BW09560	Destroy
50	99-402510	North American Arms .22 pistol, #V94735	Destroy
51	99-402510	Winchester 12 GA shotgun, #L2921747	Destroy
52	99-402510	Marlin .22 rifle, Mdl 75, #26719665	Destroy
53	99-402510	Beretta 9mm handgun, #L710692	Destroy
54	99-403756	Jennings .22 handgun, #135821	Destroy
55	99-404894	Ruger .40 handgun, #340-65637	Destroy
56	99-406916	Para-Ord .45 handgun, #RH3113	Destroy
57	00-401450	Colt .38 revolver, #D14783	Destroy
58	00-402247	Jennings .22 handgun, #482161	Destroy
59	00-402572	Gamo air rifle .177, #04-1C-0329-70-99	Destroy
60	00-408385	Charter Arms .38 revolver, #734445	Destroy
61	01-401687	Beretta .25 pistol, #BES15240V	Destroy
62	01-402180	Jennings .22 handgun, #329870	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
63	01-402180	Springfield .30 rifle w/scope, Mdl 1906	Destroy
64	01-402446	Jennings .22 handgun, #357885	Destroy
65	01-404680	New England 12 GA shotgun, #NH436111	Destroy
66	01-406405	Remington 12 GA/870 shotgun, #392500V	Destroy
67	01-406405	Iver Johnson .22 rifle, no serial #	Destroy
68	01-407856	Ruger .22 rife, Mdl 10/22, #116-58320	Destroy
69	01-408088	Marksman BB pistol, #0009269B	Destroy
70	01-408573	JC Higgins .22 rifle, Mdl 101.16, # None	Destroy
71	02-400595	Hi-Point 9mm handgun, #P022823	Destroy
72	02-401300	Daisy BB rifle, #72756	Destroy
73	02-402715	Mossberg 12 GA shotgun, Mdl 500AT, #G431077	Destroy
74	02-403759	JC Higgins 12 GA shotgun, no serial #	Destroy
75	02-404084	Sten MK II Rifle, #HM32897	Destroy
76	02-404385	Ruger .357 revolver, #170-82668	Destroy
77	02-404707	S&W 9mm handgun, #A329057	Destroy
78	02-404850	Remington 7mm rifle w/scope, #7652500	Destroy
79	02-404850	Navy Arms Corp .58 cal musket, #10598	Destroy
80	02-404850	Winchester 7mm rifle scope, # none	Destroy
81	02-404850	H&R 12 GA shotgun, #AU599037	Destroy
82	02-405801	Taurus .357 revolver, #P199588	Destroy
83	02-405921	Stevens .22 rifle, #2094577	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
84	02-407696	Raven Arms .25 handgun, #333504	Destroy
85	02-407696	Stevens .22 rifle, #D951626	Destroy
86	02-407891	Daisy pellet rifle, Mdl 120, no serial #	Destroy
87	02-408447	Rossi .38 revolver, #159705	Destroy
88	03-402096	Ruger 10/22 rifle, #248-58190, w/scope	Destroy
89	03-402096	Browning 7mm mag rifle, #75800M70, w/scope	Destroy
90	03-404699	Beretta 9mm handgun, #952441	Destroy
91	04-400771	Ruger .300 mag rifle, Mdl M77, #786-79051	Destroy
92	04-400771	Mossberg 12 GA shotgun, Mdl .500ATP, #J263882	Destroy
93	04-400771	Norinco SKS 7.62 rifle, #12-1530879	Destroy
94	04-400771	Glock .40 handgun, Mdl 23, #FUX390	MCSO Use
95	04-400771	Sturm-Ruger 9mm handgun, #310-75688	Destroy
96	04-400917	Astra 9mm handgun, #Y1881A	Destroy
97	04-405679	Mont. Wards 12 GA shotgun, #11369	Destroy
98	04-406368	S&W .38 revolver, #C521818	Destroy
99	04-406368	Hi-Standard .22 handgun, #542861	Destroy
100	04-406427	Rossi .38 revolver, #D760565	Destroy
101	04-406427	S&W .357 revolver, #39K6092	Destroy
102	04-406427	H&R .22 revolver, #AX030212	Destroy
103	04-406427	JC Higgins .22 revolver, #1147925	Destroy
104	04-406427	Supershot .22 revolver, #L22361	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
105	04-406427	Sig Sauer 9mm handgun, #S172788	Destroy
106	04-406427	Colt .22 revolver, #88549F	Destroy
107	04-406427	Hi-Standard .22 revolver, #S12067	Destroy
108	04-406427	Star 9mm handgun #2125457	Destroy
109	04-406427	North American .22 Derringer, #Z25708	Destroy
110	04-406427	F.I.E. .25 pistol, #A47374	Destroy
111	04-406427	Rossi .38 revolver, #AA163379	Destroy
112	04-406427	Taurus .357 revolver, #OB34741	Destroy
113	04-406427	S&W .45 pistol, #JRD0215	Destroy
114	04-406427	Colt .38 revolver, #105775	Destroy
115	04-406427	Jennings .22 pistol, #1008009	Destroy
116	04-406427	AMT 9mm handgun, #DA9790	Destroy
117	04-406427	Charter .38 revolver, #42522	Destroy
118	04-406427	Raven Arms .25 handgun, #1153573	Destroy
119	04-406427	Charter .38 revolver, #577159	Destroy
120	04-406427	H&R .22 revolver, #AL44637	Destroy
121	04-406427	H&R .22 revolver, #J18035	Destroy
122	04-406427	Beretta .32 pistol, #DAA345095	Destroy
123	04-406427	Ruger .45 revolver, #57-70260	Destroy
124	04-406427	S&W 9mm handgun, #TDL8752	Destroy
125	04-406427	S&W .38 revolver, #CFU5031	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
126	04-406427	B-West 9mm handgun, #P09059	Destroy
127	04-406427	Raven .25 pistol, #428569	Destroy
128	04-406427	S&W .38 revolver, #K670712	Destroy
129	04-406427	Ruger .22 revolver, #63-96876	Destroy
130	04-406427	Phoenix Arms .25 pistol, #4144086	Destroy
131	04-406427	S&W .32 revolver, #250701	Destroy
132	04-406427	S&W .38 revolver, #565797	Destroy
133	04-406427	R.G. .22 revolver, #Z039-004	Destroy
134	04-406427	S&W .38 revolver, #19355	Destroy
135	04-406427	Ruger .45 handgun, #661-98631	Destroy
136	04-406427	Ruger .22 revolver, #263-70599	Destroy
137	04-406427	New England 12 GA shotgun, #NH470061	Destroy
138	04-406427	Ruger .22 rifle, #254-59728	Destroy
139	04-406427	Magtech 20 GA shotgun, #F013462	Destroy
140	04-406427	Romarm 7.62 rifle, #31-40144-2001	Destroy
141	04-406427	Western Field 12 GA shotgun, #36795B	Destroy
142	04-406427	Ruger .22 rifle, #239-57981	Destroy
143	04-406427	Winchester 20 GA shotgun, #L2880978	Destroy
144	04-406427	Ithaca 20 GA shotgun, #105049	Destroy
145	04-406427	Interstate Arms 7.62 rifle, #10224190	Destroy
146	04-406427	Ruger .22/10/22 rifle, #246-10326	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
147	04-406427	Daisy .22 rifle, #AB0023482	Destroy
148	04-406427	Ruger 6mm rifle, #73-90950	Destroy
149	04-406697	S&W .38 revolver, #334511	Destroy
150	04-408138	RTS .22 revolver, Mdl 1968, #184539	Destroy
151	05-400616	Jennings/Bryco .380 handgun, #628865	Destroy
152	05-401860	Davis .380 handgun, #AP438448	Destroy
153	05-402117	Mauser 7 cal. handgun, #525629	Destroy
154	05-402984	Iver Johnson .38 revolver, #G19707	Destroy
155	05-403160	Jennings .22 handgun, #327209	Destroy
156	05-403160	H&R Arms .410 shotgun, #30108	Destroy
157	05-403293	Interarms .38 revolver, #W302192	Destroy
158	05-403529	Daisy BB rifle, Mdl 1894, no serial #	Destroy
159	05-403529	JC Higgins 12 GA shotgun, no serial #	Destroy
160	94-6319	Norinco 9mm handgun, Mdl 213, #503203	Destroy
161	79-8408	Colt .22 revolver, #R29656	Destroy
162	92-10552	Raven .25 handgun, MP-25 #101605	Destroy
163	05-401359	Marlin .22 rifle, Mdl 60, #08332415	Destroy
164	03-407170	Western Field .22 rifle, no serial #	Destroy
165	73-3319	Remington 12 GA/870 pump shotgun, #376438M	Destroy
166	03-405952	H&R 12 GA shotgun, #31195	Destroy
167	03-405952	Sterling .22 handgun #E44370	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
168	02-404088	Springfield .45 handgun, #N351958	Destroy
169	02-404088	Topper 12 GA shotgun, #AF219283	Destroy
170	98-406513	S&W .40 handgun, #DAW6615	Destroy
171	02-401067	Beretta .22 handgun, #DAA248443	Destroy
172	02-401067	Ruger 10/22 rifle, #239-57372 w/scope	Destroy
173	02-401067	Ruger 10/22 rifle, #250-66334 s/scope	Destroy
174	02-401067	England Sante Fe rifle, #4MK1 w/scope	Destroy
175	02-401067	England MKI rifle, #25L7724 w/scope	Destroy
176	92-3180	Glock 9mm pistol, Mdl 17, #CC165US	MCSO Use
177	02-405829	Rohm .38 revolver, #117270	Destroy
178	90-7757	Auto Ordance Corp .45 handgun, #AOC9430	Destroy
179	97-6073	Jennings .380 handgun, #442251	Destroy
180	97-3020	Bersa 380 handgun, #122016	Destroy
181	81-30327	Hawes .44 revolver, #1926914	Destroy
182	96-6863	H&R 12 GA shotgun, #AT297528	Destroy
183	02-405501	Springfield .22 rifle, Mdl 87A	Destroy
184	02-405501	Stevens .22 pistol, #13906	Destroy
185	02-405501	Marlin .22 rifle, #04189230	Destroy
186	02-405501	Ruger .22 rifle, Mdl 10/22, #117-60174	Destroy
187	02-405501	Marlin .22 rifle, Mdl 61DL, no serial #	Destroy
188	05-403165	Jennings .22 pistol, #321369	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
189	05-403165	Davis .32 pistol, #P030110	Destroy
190	97-3663	Ithaca .22 rifle, #490563509	Destroy
191	05-404855	RG .38 revolver, X034789	Destroy
192	05-405022	Walther BB pistol, #004S39186	Destroy
193		V O I D	Destroy
194	03-405484	Herters .44 mag revolver, #Z3342	Destroy
195	02-402423	Davis .380 handgun, #AP416885	Destroy
196	05-405515	Armi .25 handgun, #M65789	Destroy
197	05-405515	Raven .25 handgun, #1469997	Destroy
198	05-405563	Percussion Kentucky pistol, no serial #	Destroy
199	05-405563	S&W .38 revolver, #BUH0331	Destroy
200	05-405563	Phoenix Arms .25 handgun, #3019368	Destroy
201	05-405563	Taurus .38 revolver, #LD50140	Destroy
202	05-405563	R.G. Arms .22 revolver, #Z036119	Destroy
203	05-405563	Ruger .357 handgun, #571-45945	Destroy
204	05-405563	EAA .38 revolver, #1536301	Destroy
205	05-405563	Imez .380 handgun, #BHC1215	Destroy
206	05-405563	S&W .38 revolver, #J653068	Destroy
207	05-405563	Llama .22 handgun, #337435	Destroy
208	05-405563	Davis Ind .32 handgun, #P063260	Destroy
209	05-405563	Colt .22 derringer, #26124DER	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
210	05-405563	Ruger 10/22 rifle, #232-22736	Destroy
211	05-405563	H. Koon .410 shotgun, #19288	Destroy
212	96-1507	Colt .44 ball & cap pistol, #11068	Destroy
213	96-1507	S&W 9mm handgun, #TVD3468	Destroy
214	96-1507	S&W 9mm handgun, #TBR3614	Destroy
215	96-1507	Colt .22 auto pistol, #147578	Destroy
216	96-1507	Raven Arms .25 pistol, #1611228	Destroy
217	96-1507	S&W .357 revolver, #ADS-3185	Destroy
218	96-1507	S&W .32 revolver, #67310	Destroy
219	96-1507	Ruger .357 Blackhawk revolver, #35-52054	Destroy
220	96-1507	Colt .357 cobra revolver, #C7607K	Destroy
221	96-1507	Ruger .357 revolver, #153-37102	Destroy
222	96-1507	Lorcin .380/L380 handgun, #105585	Destroy
223	96-1507	Springfield .30 rifle, Mdl 1898, #455655	Destroy
224	96-1507	Remington 12 GA shotgun, Mdl 870, #X122509M	Destroy
225	96-1507	H&R 12 GA shotgun, #BB485644	Destroy
226	96-1507	D'Armes, Mdl LE1866-74 rifle, #F91805	Destroy
227	96-1507	D'Armes, Mdl St Etienne rifle, #F97717	Destroy
228	96-1507	Uzi-Norencio 9mm rifle, Mdl 320, #MSA03792	Destroy
229	96-1507	Savage Arms .306 rifle, Mdl 110E, #A195586	Destroy
230	96-1507	Mossberg 500A/12 GA shotgun, #K661592	Destroy

**MULTNOMAH COUNTY**  
**DEPARTMENT OF PUBLIC SAFETY**  
**GUN LIST FOR DISPOSAL**  
**LIST 05-1**

#	FILE #	PROPERTY DESCRIPTION	DISPOSITION
231	96-1507	Winchester 94/30.30 rifle, #3052724	Destroy
232	96-1507	Stoeger 12 GA shotgun, #18780	Destroy
233	96-1507	MIKOKU .45 black powered pistol, #8361	Destroy
234	96-1507	Para-Ord P-12/.45 handgun, #RK6649	Destroy
235	96-1507	Ruger .44 Blackhawk revolver, #83-07524	Destroy
236	96-1507	Marlin .22 rifle, Mdl 60W, #07337408	Destroy
237			Destroy
238			Destroy
239			Destroy
240			Destroy
241			Destroy
242			Destroy
243			Destroy
244			Destroy
245			Destroy
246			Destroy
247			Destroy
248			Destroy
249			Destroy
250			Destroy
251			Destroy



**MULTNOMAH COUNTY  
AGENDA PLACEMENT REQUEST**

**Board Clerk Use Only**

Meeting Date: 01/05/06  
 Agenda Item #: E-1  
 Est. Start Time: 10:20 AM  
 Date Submitted: 12/21/05

**BUDGET MODIFICATION:** -

**Agenda Title:** Executive Session Pursuant to ORS 192.660(2)(h)

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

<b>Date Requested:</b>	<u>January 5, 2006</u>	<b>Time Requested:</b>	<u>15-30 mins</u>
<b>Department:</b>	<u>Non-Departmental</u>	<b>Division:</b>	<u>County Attorney</u>
<b>Contact(s):</b>	<u>Agnes Sowle</u>		
<b>Phone:</b>	<u>503 988-3138</u>	<b>Ext.:</b>	<u>83138</u>
		<b>I/O Address:</b>	<u>503/500</u>
<b>Presenter(s):</b>	<u>Agnes Sowle and Invited Others</u>		

**General Information**

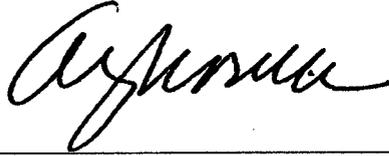
- 1. What action are you requesting from the Board?**  
 No Final Decision will be made in the Executive Session.
- 2. Please provide sufficient background information for the Board and the public to understand this issue.**  
 Only Representatives of the News Media and Designated Staff are allowed to Attend. Representatives of the News Media and All Other Attendees are Specifically Directed Not to Disclose Information that is the Subject of the Executive Session.
- 3. Explain the fiscal impact (current year and ongoing).**
- 4. Explain any legal and/or policy issues involved.**  
 ORS 192.660(2)(h).
- 5. Explain any citizen and/or other government participation that has or will take place.**

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**Required Signatures**

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**Department/  
Agency Director:**



**Date:** 12/21/05

**Budget Analyst:**

**Date:**

**Department HR:**

**Date:**

**Countywide HR:**

**Date:**