

ANNOTATED MINUTES

*Tuesday 9, August, 1994 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:30 p.m., with Vice-Chair Tanya Collier and Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

P-1 C 1-94a Board Deliberation and Possible Adoption of the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents

CHAIR STEIN REVIEWED PARAMETERS AND FORMAT FOR DELIBERATIONS AND DIRECTED THAT AUGUST 1, 1994 LETTER FROM CHRIS FOSTER BE ENTERED INTO RECORD.

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY AFFIRMED THAT AGGREGATE, WILDLIFE, STREAMS AND SCENIC RESOURCES BE DESIGNATED AS SIGNIFICANT.

BOARD DISCUSSED ESEE ANALYSIS. COMMISSIONER COLLIER SUBMITTED POSITION PAPERS INTO RECORD AND COMMENTED IN SUPPORT OF MOVING MINING OPERATION UP HILL, SLIGHTLY INTO WILDLIFE CORRIDOR. COMMISSIONER SALTZMAN COMMENTED IN SUPPORT OF 3C DESIGNATION FOR STREAMS, WILDLIFE AND SCENIC, AND 3B DESIGNATION FOR AGGREGATE EXPANSION AREAS. COMMISSIONERS HANSEN AND KELLEY COMMENTED IN SUPPORT OF NO EXPANSION AT THIS TIME. CHAIR STEIN SUBMITTED POSITION PAPER INTO RECORD AND COMMENTED IN SUPPORT OF 3C DESIGNATION FOR WILDLIFE, STREAMS AND SCENIC, AND 3B DESIGNATION FOR AGGREGATE. COMMISSIONER COLLIER COMMENTED IN SUPPORT OF 3C DESIGNATION FOR AGGREGATE. BOARD DISCUSSION AND COMMENTS.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, IT WAS

APPROVED THAT THE WILDLIFE, SCENIC AND STREAMS RESOURCES BE DESIGNATED 3C, AND THE AGGREGATE RESOURCE BE DESIGNATED 3B, WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER COLLIER VOTING NO.

BOARD DIRECTION FOR STAFF TO PREPARE FINDINGS TO INCLUDE BURLINGTON BOTTOMS IN THE IMPACT AREA.

P-2

C 2-94a

Board Deliberation and Possible Adoption of the Howard Canyon Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents

CHAIR STEIN REVIEWED PARAMETERS AND FORMAT FOR DELIBERATIONS.

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY AFFIRMED THAT THE AGGREGATE AND STREAMS RESOURCES BE DESIGNATED AS SIGNIFICANT.

BOARD DISCUSSED ESEE ANALYSIS. COMMISSIONER KELLEY SUBMITTED POSITION PAPER AND COMMENTED IN SUPPORT OF 3B DESIGNATION FOR AGGREGATE. COMMISSIONER COLLIER SUBMITTED POSITION PAPER AND COMMENTED IN SUPPORT OF 3C DESIGNATION FOR AGGREGATE. CHAIR STEIN COMMENTED IN SUPPORT OF 3C DESIGNATION FOR STREAMS AND AGGREGATE, AND ESTABLISHING A STRONG PROTECTION PLAN AS OUTLINED IN HER JULY 29, 1994 MEMORANDUM. BOARD DISCUSSION. JOHN DuBAY AND SCOTT PEMBLE RESPONSE TO BOARD QUESTIONS CONCERNING IMPLEMENTING ORDINANCES AND CAP ON MINING. COMMISSIONERS HANSEN AND SALTZMAN COMMENTS IN SUPPORT OF 3C DESIGNATION FOR AGGREGATE. BOARD DISCUSSION OF PROTECTION PLAN.

FOLLOWING CLARIFICATION BY MR. DuBAY AND UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, IT WAS

APPROVED THAT THE AGGREGATE RESOURCE BE DESIGNATED 3C, PROVIDED A BOARD APPROVED PROTECTION PLAN IS ADOPTED, WITH COMMISSIONERS HANSEN, COLLIER, SALTZMAN AND STEIN VOTING AYE, AND COMMISSIONER KELLEY VOTING NO.

MR. PEMBLE ADVISED STAFF WILL PREPARE AMENDMENTS TO THE RECONCILIATION REPORTS PURSUANT TO BOARD INSTRUCTIONS AND THEY WILL COME BACK AS AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN ON SEPTEMBER 13, 1994 FOR FIRST READING AND SEPTEMBER 22, 1994 FOR THE SECOND READING. CHAIR STEIN DIRECTED THAT A DRAFT OF THE AMENDMENTS BE DISTRIBUTED PRIOR TO THE FIRST READING. MR. PEMBLE RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned at 2:50 p.m.

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


Deborah L. Bogstad

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

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Tanya Collier and Commissioners Sharron Kelley, Gary Hansen and Dan Saltzman present.

CONSENT CALENDAR

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

COMMUNITY AND FAMILY SERVICES DIVISION

C-1 Ratification of Intergovernmental Revenue Agreement Contract 102845,

Between Multnomah County Community and Family Services Division and the City of Portland, Bureau of Community Development, to Pay for Resident Relocation Services When the City's Bureau of Buildings Closes a Residential Structure, Effective July 1, 1994 through June 30, 1995

- C-2 *RESOLUTION in the Matter of Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody*

RESOLUTION 94-141.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 *ORDER in the Matter of Cancellation of Land Sale Contract 15312 Between Multnomah County, Oregon and Joseph Coppedge Upon Default of Payments and Performance of Covenants*

ORDER 94-142.

- C-3a *ORDER in the Matter Contract 15312R for the Sale of Certain Real Property to Joseph Coppedge*

ORDER 94-143.

- C-4 *ORDER in the Matter of Contract 15768 for the Sale of Certain Real Property to Brian D. Parham*

ORDER 94-144.

- C-5 *ORDER in the Matter of Contract 15769 for the Sale of Certain Real Property to Brian D. Parham*

ORDER 94-145.

- C-6 *ORDER in the Matter of the Execution of Deed D941020 Upon Complete Performance of a Contract to Karen Kramer and Matthew Kramer*

ORDER 94-146.

JUVENILE JUSTICE DIVISION

- C-7 *Ratification of Intergovernmental Revenue Agreement Contract 102955, Between Multnomah County Juvenile Justice Division and Clackamas County for the Continued Utilization of Bed Space for the Detention of Juveniles Referred to the Clackamas County Juvenile Justice System, Effective July 1, 1994 through June 30, 1995*

- C-8 *Ratification of Intergovernmental Revenue Agreement Contract 102965, Between Multnomah County Juvenile Justice Division and Washington County for the Continued Utilization of Bed Space for the Detention of Juveniles Referred to the Washington County Juvenile Justice System, Effective July 1, 1994 through June 30, 1995*
- C-9 *Ratification of Intergovernmental Revenue Agreement Contract 103015, Between Multnomah County Juvenile Justice Division and Portland Public Schools to Add \$300,000 to the Juvenile Justice Division Budget to Fund Alternative School Educational Services to 30 High-Risk Juvenile Offenders, Effective July 1, 1994 through June 30, 1995*

DEPARTMENT OF HEALTH

- C-10 *Ratification of Amendment #1 to Intergovernmental Agreement Contract 200015, Between Multnomah County Health Department and the Oregon Health Division to Provide \$90,961 Additional Funds for Various County Programs, Effective July 1, 1994 through June 30, 1995*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *In the Matter of the Presentation of the 1994 National Association of Counties (NACo) Achievement Awards to Multnomah County for the Affordable Housing Development Program, Cultural Diversity Awareness Training, No Place Like Home, Pen Computers in Civil Engineering and Residential Development Project*

CECILE PITTS EXPLANATION OF AFFORDABLE HOUSING DEVELOPMENT PROGRAM AND ACKNOWLEDGEMENT OF AWARD PRESENTED BY VICE-CHAIR COLLIER. CURTIS SMITH AND SARA MARTIN EXPLANATION OF CULTURAL DIVERSITY AWARENESS TRAINING AND ACKNOWLEDGEMENT OF AWARD PRESENTED BY COMMISSIONER HANSEN. CECILE PITTS AND JUNE SCHUMANN EXPLANATION OF NO PLACE LIKE HOME PROGRAM AND ACKNOWLEDGEMENT OF AWARD PRESENTED BY CHAIR STEIN. LARRY NICHOLAS EXPLANATION OF PEN COMPUTERS IN CIVIL ENGINEERING PROGRAM AND ACKNOWLEDGEMENT OF AWARD PRESENTED BY COMMISSIONER KELLEY. NANCY HESSELMAN AND KAREN MARKINS EXPLANATION OF RESIDENTIAL DEVELOPMENT PROGRAM AND ACKNOWLEDGEMENT OF AWARD PRESENTED BY COMMISSIONER SALTZMAN. COMMISSIONER

**KELLEY COMMENTS REGARDING HER ATTENDANCE
AT NACo AND BENCHMARKS CONFERENCES.**

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *ORDER Setting a Date for PUBLIC HEARING in the Matter of Surrendering Jurisdiction to the City of Troutdale, a Portion of NE Cherry Park Road (SW 18th Way), a Portion of County Road No. 571 Lying Within the Corporate Limit of the City of Troutdale*

**COMMISSIONER KELLEY MOVED AND
COMMISSIONER HANSEN SECONDED, APPROVAL OF
R-2. BOB PEARSON EXPLANATION. ORDER 94-147
SETTING PUBLIC HEARING FOR THURSDAY,
SEPTEMBER 8, 1994 UNANIMOUSLY APPROVED.**

COMMUNITY AND FAMILY SERVICES DIVISION

- R-3 *Ratification of Intergovernmental Agreement Contract 102865, Between Multnomah County Community and Family Services Division and the City of Gresham for Implementation of the Landlord Tenant Mediation Program, Effective July 1, 1994 through June 30, 1995*

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

- R-4 *Ratification of Intergovernmental Agreement Contract 102895, Between the City of Portland Parks and Recreation and Multnomah County Community and Family Services to Fund \$5,700 to Support El Club Summer Camps for Spanish Speaking Children, Effective Upon Execution through September 30, 1994*

**COMMISSIONER COLLIER MOVED AND
COMMISSIONER KELLEY SECONDED, APPROVAL OF
R-4. REY ESPAÑA EXPLANATION AND RESPONSE TO
BOARD QUESTIONS. AGREEMENT UNANIMOUSLY
APPROVED.**

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and Convene as the Public Contract Review Board)

- R-5 *ORDER in the Matter of an Exemption from Public Bidding to Contract with Unistrut Portland to Design, Install, Test and Certify the "Mansafe" Fall*

Protection System

COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. FRANNA HATHAWAY AND BOB PEARSON EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 94-148 UNANIMOUSLY APPROVED.

R-6 *ORDER in the Matter of an Exemption from Public Bidding to Contract with Landis Gyr Powers for Energy Management and Control Systems*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-6. CRAIG CALKINS EXPLANATION. ORDER 94-149 UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and Reconvene as the Board of County Commissioners)

PUBLIC COMMENT

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

*Thursday 11, August, 1994 - 10:00 AM or
IMMEDIATELY FOLLOWING REGULAR MEETING
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-1 *Briefing on the Finding of the Community Action Program's Homeless Families Project. Presented by Dr. James O'Connell & Alan Katz, Robert Wood Johnson Foundation; and Barbara Hershey & Bill Thomas, Community Action Program.*

BILL THOMAS, JAMES O'CONNELL, BARBARA HERSHEY AND ALAN KATZ PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

*Thursday 11, August, 1994 - 10:45 AM or
IMMEDIATELY FOLLOWING BRIEFING ITEM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

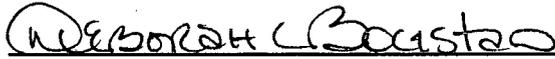
EXECUTIVE SESSION

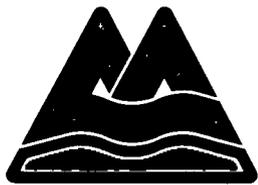
E-1 *The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations.*

EXECUTIVE SESSION HELD.

There being no further business, the meeting was adjourned at 12:02 p.m.

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


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 8, 1994 - AUGUST 12, 1994

- Tuesday, August 9, 1994 - 1:30 PM - Planning Items Page 2*
- Thursday, August 11, 1994 - 9:30 AM - Regular Meeting Page 2*
- Thursday, August 11, 1994 - 10:00 AM* - Board Briefing Page 4*
- Thursday, August 11, 1994 - 10:45 AM* - Executive Session Page 5*

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

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

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

Tuesday 9, August, 1994 - 1:30 PM

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

PLANNING ITEMS

- P-1 C 1-94a Board Deliberation and Possible Adoption of the West Hills Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents. 1 HOUR REQUESTED.*
- P-2 C 2-94a Board Deliberation and Possible Adoption of the Howard Canyon Reconciliation Report, a Quasi-Judicial Plan Amendment to the Multnomah County Comprehensive Framework Plan, Volume I Findings Documents. 1 HOUR REQUESTED.*
-

Thursday 11, August, 1994 - 9:30 AM

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

REGULAR MEETING

CONSENT CALENDAR

COMMUNITY AND FAMILY SERVICES DIVISION

- C-1 Ratification of an Intergovernmental Revenue Agreement, Contract #102845, between Multnomah County Community and Family Services Division and the City of Portland Bureau of Community Development, to Pay for Resident Relocation Services when the City's Bureau of Buildings Closes a Residential Structure, Effective July 1, 1994 through June 30, 1995*
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-3 ORDER in the Matter of Cancellation of Land Sale Contract 15312 between Multnomah County, Oregon and JOSEPH COPPEDGE upon Default of Payments and Performance of Covenants*
- C-4 ORDER in the Matter of Contract 15768 for the Sale of Certain Real Property to BRIAN D. PARHAM*

- C-5 *ORDER in the Matter of Contract 15769 for the Sale of Certain Real Property to BRIAN D. PARHAM*
- C-6 *ORDER in the Matter of the Execution of Deed D941020 Upon Complete Performance of a Contract to KAREN KRAMER, MATTHEW KRAMER*

JUVENILE JUSTICE DIVISION

- C-7 *Ratification of an Intergovernmental Revenue Agreement, Contract #102955, between Multnomah County Juvenile Justice Division and Clackamas County for the Continued Utilization of Bed Space for the Detention of Juveniles Referred to the Clackamas County Juvenile Justice System, Effective July 1, 1994 through June 30, 1995*
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DEPARTMENT OF HEALTH

- C-10 *Ratification of Amendment #1 to Intergovernmental Agreement, Contract #200015, between Multnomah County Health Department and the Oregon Health Division to Provide \$90,961 Additional Funds for Various County Programs, Effective July 1, 1994 through June 30, 1995*

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *In the Matter of the Presentation of the 1994 National Association of Counties (NACo) Achievement Awards to Multnomah County for the: Affordable Housing Development Program, Cultural Diversity Awareness Training, No Place Like Home, Pen Computers in Civil Engineering and Residential Development Project*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-2 *ORDER Setting a Date for PUBLIC HEARING in the Matter of Surrendering Jurisdiction to the City of Troutdale, a Portion of NE Cherry Park Road (SW*

18th Way), a Portion of County Road No. 571 Lying within the Corporate Limit of the City of Troutdale

COMMUNITY AND FAMILY SERVICES DIVISION

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PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

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- R-6 *ORDER in the Matter of an Exemption from Public Bidding to Contract with Landis Gyr Powers for Energy Management and Control Systems*
- (Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)*

PUBLIC COMMENT

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***Thursday 11, August, 1994 - *APPROX. 10:00 AM or
IMMEDIATELY FOLLOWING REGULAR MEETING***

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

BOARD BRIEFING

- B-1 *Briefing on the Finding of the Community Action Program's Homeless Families Project. Presented by Dr. James O'Connell & Alan Katz, Robert Wood*

Johnson Foundation; and Barbara Hershey & Bill Thomas, Community Action Program. IMMEDIATELY FOLLOWING REGULAR MEETING. 40 MINUTES REQUESTED.

**Thursday 11, August, 1994 - *APPROX. 10:45 AM or
IMMEDIATELY FOLLOWING BRIEFING ITEM**

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

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for Deliberations with Labor Relations Staff Regarding Labor Negotiations. IMMEDIATELY FOLLOWING BRIEFING ITEM. 1 HOUR REQUESTED.



MULTNOMAH COUNTY OREGON

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

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

SUPPLEMENTAL AGENDA

Thursday, August 11, 1994 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR BOARD MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-3a ORDER in the Matter of Contract 15312R for the Sale of Certain Real Property to Joseph Coppedge

MEETING DATE AUG 11 1994

AGENDA NO: C-1

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Renewed Agreement Between City of Portland Bureau of Community Development and Multnomah County Community and Family Services Division for Relocation Assistance Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/William Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Community and Family Services Division has received \$27,300 revenue agreement from the City of Portland, Bureau of Community Development, to pay for resident relocation services when the City's Bureau of Buildings closes a residential structure. This is an annual renewal of an agreement which started several years ago.

The City of Portland has agreed to use the County's community action service centers to assist in the relocation of people affected when the Bureau of Buildings closes residential structures. These services are included in the Community and Family Services Division's subcontracts with seven community action service centers.

8/11/94 originals to Calla MURRAY, copy to RICH PAINE

The funds are already included in the County Adopted Budget.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe / RP

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1994 AUG - 2 PM 2:10
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *LP/RE*

DATE: July 11, 1994

SUBJECT: FY 1994-95 Revenue Contract from City of Portland Bureau of
Housing and Community Development, for Relocation Assistance

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the revenue contract from the City of Portland, for relocation assistance, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Community and Family Services Division has received a \$27,300 revenue agreement from the City of Portland, Bureau of Housing and Community Development, to pay for relocation assistance for people residing in buildings to be closed by the Bureau of Buildings. This is the fourth year the Division has received this revenue from the City of Portland.

Under this agreement, the Division subcontracts for relocation services with the seven community action service centers. The services are called up when the Bureau of Buildings has targeted a residential structure for closure.

III. Financial Impact: None. Funds from this contract are included in the Housing and Community Services Division adopted budget.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: This agreement builds on the capacity and expertise of the community action centers and helps prevent homelessness of the affected residents.

VII. Citizen Participation: Agreement comes under the purview of the Community Action Commission.

VIII. Other Government Participation: This agreement sets up a mechanism for coordination among local governments.

95BCCPTL.SRS

MULTNOMAH COUNTY CONTRACT APPROVAL FORM
(See Administrative Procedures CON-1)

Contract # 102845

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>8/11/94</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: July 11, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Renews funding for relocation services.

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

ORS/AR # _____ Contractor is MBE WBE JQRF

<p>Contractor Name: <u>City of Portland, Bureau of Housing and Community Development</u></p> <p>Mailing Address: <u>808 SW 3rd, Room 600</u> <u>Portland, OR 97204</u></p> <p>Phone: <u>(503) 823-2381</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$27,300</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
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REQUIRED SIGNATURES: Department Manager: *Solange Poe* Date: July 11, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: 27 July 94

County Chair/Sheriff: *[Signature]* Date: August 11, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND
01	156	010	1260			2084				\$27,300	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

An agreement between the CITY OF PORTLAND, OREGON and Multnomah County, through its Community Action Program (County) for \$27,300 to provide relocation and moving assistance services.

RECITALS:

1. A provision of City Resolution No. 32514, adopted September 26, 1979, established a Moving Assistance Program to assist individuals displaced from housing in the downtown area due to the enforcement of City Buildings Code.
2. Resolution No. 34242, adopted February 18, 1987, expanded the geographic area of operation citywide and clarified procedures and policies criteria for eligibility, in response to changing conditions and circumstances.
3. Due to the designated social services provider deciding to stop providing relocation and moving services, and due to increasing costs in providing such-service, there is a need to re-evaluate procedures and budget of the program.
4. The community service network coordinated by Multnomah County's Community Action Program Office possesses the capability to provide relocation and moving assistance services in cases where the Bureau of Buildings determines that a residential structure should be closed and vacated.
5. Random emergency closures of dwellings resulting from life-threatening housing code violations are not subject to the Uniform Relocation Act (URA) requirements, although HUD funds may be used to assist occupants affected by City actions.

AGREED:

I. Scope of Services

Multnomah County will oversee the following services to be performed by the seven community service centers with whom it contracts for emergency basic needs services relative to the Moving Assistance and Relocation Program for the City of Portland.

- A. Contract with the seven community-service centers listed in Attachment A so that each designates one person to serve as primary contact for relocation requests from the Bureau of Buildings.
- B. Include in these contracts and monitor that when a community-service center is notified by the Bureau of Buildings that a residence is to be vacated, at a minimum the affected agency will provide the following assistance:
 - 1) Personally contact all residential tenants.
 - 2) Advise residential tenants of the availability of moving assistance payments.
 - 3) Assist tenants in finding and moving to appropriate replacement housing.

- 4) Provide referrals and assistance as necessary to welfare, legal, health, or other agencies as needed by the tenant.
- C. The County shall ensure the agencies determine the income eligibility of each tenant to receive assistance. Bonafide residential tenants on the date of the notice are eligible unless occupancy was not in good faith or was solely for the purpose of obtaining the benefits provided.
- D. The County shall ensure the agencies provide basic services and payments to families who must relocate up to a maximum of \$2,000, and to singles up to a maximum of \$1,000. Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

In cases where additional moving or service costs appear to be needed, CAPO will request prior approval from the BHCD Project Manager.
- E. Payments shall not be made until the tenant vacates the building, except that advance payments may be made where necessary to secure replacement housing or if a hardship exists.
- F. Payment may be made directly to the tenant, for housing, or for an associated service, provided the Contractor is reasonably sure that payment will be used for the purpose of obtaining adequate replacement housing.
- G. The contract with the community-service centers shall state that participating agency will refer questions on eligibility or the type of expense eligible for payment to the County, who may refer it to the Bureau of Housing & Community Development for a decision in unclear cases.
- H. The County, the Bureau of Buildings and Bureau of Community Development will operate the program in accordance with the procedures identified in Attachment A.

II. Reporting Requirements

- A. The County will submit a report each quarter identifying each tenant displaced, including ethnicity, date moved, new address, purpose and amount of payment, and date payment was made.
- B. The County shall submit a final report by August 15 summarizing the year's program, including: statistics on the number of clients served (racial, female head-of-household and income data), a narrative on program progress and results, and the total number served in each geographic area and focus area.
- C. The County shall ensure that participating agencies will maintain all records for the project, including performance, client eligibility and demographic data, and fiscal data, for a minimum of three years after termination of the contract.

III. City Project Manager

- A. The City Project Manager shall be Howard Cutler, or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Compensation and Method of Payment

- A. Multnomah County will be compensated for the described services by the City through the Housing and Community Development (HCD) Program. Without prior approval from BHCD, the maximum amount of billable time shall be thirty (30) hours for each family and fifteen (15) hours for singles, at the established service rate for each participating agency plus a 10% premium for response time requirements. Attachment A contains the service rates for each community-service agency.
- B. Payments will be made upon submission of a statement of expenditures. The County shall keep receipts for needed moving, relocation, housing, and social services costs, and evidence of service time provided. It is agreed that total compensation under this agreement shall not exceed \$27,300 (TWENTY SEVEN THOUSAND THREE HUNDRED DOLLARS).

V. General Contract Provisions

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

- B. **TERMINATION FOR CONVENIENCE.** In accordance with 24 CFR 85.44, the City and County may terminate this contract at any time by mutual written agreement. If the Contract is terminated by the City as provided herein, the County will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the

County covered by this Contract less payments of compensation previously made.

- C. **ENFORCEMENT AND REMEDIES.** In the event of termination under section A hereof by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided herein, then the County shall pay to the City the amount of excess. Allowable costs shall be determined in accordance with 24 CFR 85.43(c).

The remedies provided to the City and County under sections A and C hereof for a breach shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. **CHANGES.** The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation must be approved by ordinance of the City Council.

- E. **NON-DISCRIMINATION.** During the performance of this Contract, the County agrees as follows:

1. The County will comply with the non-discrimination provisions of Title VI of the Civil Rights Act of 1964 (24 CFR 1), Fair Housing Act (24 CFR 100), and Executive Order 11063 (24 CFR 107).
2. The County will comply with prohibitions against discrimination on the basis of age under Section 109 of the Act as well as the Age Discrimination Act of 1975 (24 CFR 146), and the prohibitions against discrimination against otherwise qualified individuals with handicaps under Section 109 as well as section 504 of the Rehabilitation Act of 1973 (24 CFR 8).
3. The County will comply with the equal employment and affirmative action requirements of Executive Order 11246, as amended by Order 12086 (41 CFR 60).

- F. **SECTION 3:** The County will comply with the training and employment guidelines of Section 3 of the Housing and Urban Development Act of 1968, as amended (12U.S.C. 1701a), and regulations pursuant thereto (24 CFR Part 135).

- G. **ACCESS TO RECORDS.** The City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers,

and records of the County which are directly pertinent to this contract, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after the City makes final payments and all other pending matters are closed.

- H. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.
- I. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

If an audit discloses that payments to the County were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to City.

- J. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify the City and the City's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.
- K. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.
- L. WORKERS' COMPENSATION INSURANCE.

(a) The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law and shall comply with ORS 656.017, which requires them to provide worker's compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit 'A', if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its

insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide the City such further certification of workers' compensation insurance as renewals of said insurance occur.

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. **SUBCONTRACTING AND ASSIGNMENT.** The County shall not subcontract its work under this contract, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

The subcontractor shall be responsible for adhering to all regulations cited within this contract.

- N. **INDEPENDENT County STATUS.** The County is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

- O. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds thereof.

No Board of Commission member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this

contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract.

On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- P. **CONTRACT ADMINISTRATION, 24 CFR 570.502(a).** The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.
- Q. **OREGON LAW AND FORUM.** This contract shall be construed according to the law of the State of Oregon.

Any litigation between the City and the County arising under this contract or out of work performed under this contract shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- R. **AVAILABILITY OF FUNDS.** It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.
- S. **PROGRAM INCOME/PERSONAL PROPERTY.** For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income.
- T. **COMPLIANCE WITH LAWS.** In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.
- In the event that the County provides goods or services to the City in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.
- U. **MONITORING.** The City through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's

project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

- V. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b)(8).
- W. MINIMIZING DISPLACEMENT. The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this contract, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.
- X. PROGRAM ACCESS BY THE DISABLED. The County shall, to the maximum feasible extent, follow the Bureau of Housing & Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.
- Y. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- AA. LABOR STANDARDS. The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City of Portland for review upon request.

The Contractor agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this contract, shall comply with federal requirements adopted by the City of Portland pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 3, 15 and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require

payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of \$10,000.00.

- BB. FLOOD DISASTER PROTECTION. The Contractor agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this contract, as it may apply to the provisions of this contract.
- CC. LEAD-BASED PAINT. The Contractor agrees that any construction or rehabilitation of residential structure with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.
- DD. FUND-RAISING. City-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.
- EE. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Housing & Community Development.
- FF. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreement) and that all Subcontractors shall certify and disclose accordingly.

GG. CHURCH-STATE. The Contractor agrees to comply with the applicable provisions of 24 CFR 570.200(j) or 24 CFR 576.22 regarding the use of federal funds by religious organizations.

HH. TARGETING. The City has designated Target Areas which are to receive focused services for the fiscal year. As appropriate, the Contractor will provide intensive marketing and outreach to the designated areas, will collect data on all activities in the areas including numbers served, and will report on efforts in the area according to the requirements in Section II, REPORTING REQUIREMENTS.

II. TRAINING. The Bureau of Housing & Community Development will provide training for Contractors. All Contractors are required to attend general training on City and Federal requirements and other project specific training as appropriate.

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1995.

Dated this _____ day of _____, 1994.

CITY OF PORTLAND

MULTNOMAH COUNTY

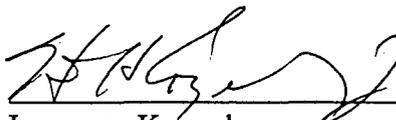
Commissioner Gretchen Kafoury



Beverly Stein, Chair

APPROVED AS TO FORM:

Jeffrey L. Rogers
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

MOVING ASSISTANCE AND RELOCATION PROCEDURES RELATED TO CODE ENFORCEMENT AND EMERGENCY CLOSURE

Following are procedures for requesting moving assistance from the Community Action Program Office's Community-Service Center Network in cases where the Bureau of Buildings determines that residential structures should be closed and vacated.

Eligibility

- 1) Designated Focus Areas. (MLK, Humboldt, Unthank Park, Lents Target Area, Harney Park, Cully-Killingsworth, Belmont Action Plan Area, Kenton Action Plan Area, and Downtown/Old Town).
- 2) All residential structures (single family, duplex, multi-family, and SRO hotels) in any case where relocation is a result of City code enforcement procedures.
- 3) Residential tenants only.

Payments

- 1) Provide basic payments to families who must relocate, up to a maximum of \$2000, and to single occupants up to \$1000 as documented by actual moving costs.

Eligible costs may include moving expenses, transportation expenses, emergency shelter, storage fees, rent payments for replacement housing, deposits, utility costs, essential housekeeping items such as bedding, utensils or other items, and other expenses directly related to providing adequate replacement housing.

- 2) Costs for moving assistance and case management services provided by an approved social services agency will be paid to Multnomah County's Community Action Program Office at the established service rate for each participating agency plus a 10% premium for response time. The maximum billable time will be 30 hours for each family and 15 hours for single occupants.
- 3) Administrative flexibility is provided to increase the basic unit amount in special circumstances. In cases where additional moving costs are incurred or where additional costs are expected to be incurred by social services providers for case management, approval will be required from the BHCD Project Manager.
- 4) The basic unit amounts will be reviewed on an annual basis by BHCD, CAPO and the Bureau of Buildings and may be adjusted to reflect increased or decreased costs based on the adequacy of moving assistance payments or case management costs. These adjustments are subject to normal budget approval procedures.

Relocation Procedure

- 1) When the Bureau of Buildings becomes aware of a residential structure where an order to vacate is likely, an "early warning" will be given, by phone, to the Community-Service Center serving that area, with a copy to CAPO. If the structure contains three or more units, notice will also be given to PDC.
- 2) Each Community-Service Center will designate one person to serve as primary contact for relocation requests, and one alternate.
- 3) When the Bureau of Buildings or the Code Hearings Officer orders a residence vacated, the inspections supervisor will notify the Community-Service Center contact by phone, and request relocation assistance. The Bureau will provide the address of the structure, the date by which the building must be vacated and as much information as is available regarding the residents. A memo requesting assistance will follow, with copies to BHCD and CAPO.
- 4) The Community-Service Center will immediately assign a case manager. Where the Bureau has given an "early warning", the case manager will make a site visit and begin an assessment within 24 hours. Where there has been no warning, the case manager will make a site visit and begin assessment within 72 hours.
- 5) Should the Community-Service Center be unable to provide timely assistance in accordance with the contract or these guidelines, CAPO will locate another center which can provide the needed services.
- 6) For one and two family structures, residents will be relocated, at least to emergency shelter, within one week of a request for assistance.

Reclamation For Moving Assistance Expenses

- A) The Bureau of Buildings receives a summary statement of relocation costs from CAPO and other affected Bureaus (i.e. Fire Bureau).
- B) The Bureau of Buildings prepares a statement of costs to invoice property owners for costs incurred. Relocation costs include:
 1. Inspection costs.
 2. Administrative costs.
 3. Monies paid to occupants for actual relocation costs.
 4. Monies paid to public/private social service agencies which aid the City in relocating tenants for actual costs.

- C) Liens are assessed upon the property pursuant to Chapter 22.06 of the Portland City Code, or at the discretion of the Director of the Bureau of Buildings, reimbursement may be sought by litigation through the City Attorney's Office.

Billings

- 1) CAPO will reimburse the social service agency providing the relocation assistance. Reimbursement for relocation assistance and services will be on a "requirements" basis; that is in addition to, rather than in lieu of, specified units of service CAPO is currently purchasing from agencies.
- 2) CAPO will bill BHCD for actual relocation costs and services rendered by the social service agency.

Attachment A

Multi-Service Centers Authorized to Perform Relocation Services

1. Albina Ministerial Alliance
1425 NE Dekum
Portland, OR 97211
Northeast District
\$25.60/hour
2. Friendly House
2617 NW Savier
Portland, OR 97210
Northwest District
\$25.75/hour
3. Human Solutions, Inc.
2900 SE 122nd
Portland, OR 97236
East County District
\$37.21/hour
4. Neighborhood House
7780 SW Capital Highway
Portland, OR 97219
Southwest District
\$31.21/hour
5. Portland Impact
4707 SE Hawthorne
Portland, OR 97215
Southeast District
\$28.92/hour
6. Transition Projects, Inc.
435 NW Glisan
Portland, OR 97209
Downtown District
\$29.15/hour
7. YWCA - St. Johns
8010 N. Charleston
Portland, OR 97203
North District
\$32.44/hour

MEETING DATE: AUG 11 1994

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Program Initiated Peace Officer Hold Designees

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 3 Minutes

DEPARTMENT: _____ **DIVISION:** Community & Family Services

CONTACT: Cathy Horey **TELEPHONE #:** 248-5464 ext. 4447
BLDG/ROOM #: 160/6th Floor

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cathy Horey

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Routine Request for Program Initiated Peace Officer Hold Designees

No Budget Impact

See Attached Briefing Memo

*8/11/94 copies to Cathy Horey,
copies of 94-17 & 94-41 also*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF
COUNTY COMMISSIONERS
1994 JUL 26 PM 2:30
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADULT MENTAL HEALTH PROGRAM
426 SW STARK, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-5464 FAX (503) 248-3926
TDD (503) 248-3598

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: LOLENZO POE, DIRECTOR *Lorenzo Poe*
COMMUNITY AND FAMILIES SERVICES DIVISION

TODAY'S DATE: JULY 18, 1994

REQUESTED PLACEMENT DATE: ASAP

RE: PROGRAM INITIATED PEACE OFFICER HOLD DESIGNATION
(PIPOH)

- ~~~~~
- I. Recommendation/Action Requested:
Ratification of the changes in the list of designees for Program Initiated Peace Officer Holds (mental health holds).
 - II. Background/Analysis:
The Community and Families Services Division has participated in the training of these individuals and believe that they can perform Program Initiated Police Officer holds in accordance with ORS 426.233. Due to staff turnover, new designees need to be added to the authorized list.
 - III. Financial Impact:
No impact.
 - IV. Legal Issues:
The rules governing Program Initiated Police Officer Holds are found in ORS 426.233.
 - V. Controversial Issues:
Process has been in effect since 1987. We see no current political controversy in this matter.
 - VI. Link to Current County Policies:
This is consistent with current County policies.
 - VII. Citizen Participation:
We do not anticipate citizen involvement at this meeting.
 - VIII. Other Government Participation:
There are no other jurisdiction/county departments affected.

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

In the matter of Authorizing Designees)	
of the Mental Health Program Director)	
to Direct a Peace Officer)	Resolution
to Take an Allegedly Mentally Ill Person)	94-141
into Custody)	

WHEREAS, if authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment for mental illness; and

WHEREAS, there is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody; and

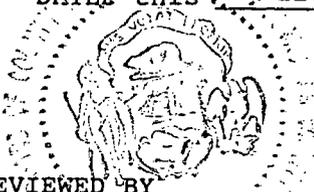
WHEREAS, all the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division; it is therefore

ORDERED that the individuals listed below are hereby authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness:

Added to the list of designees are:

- Heidi Grant, Mental Health Services West
- Marianne Phillips, Delaunay Mental Health
- Jan Sweeton, Mt Hood Counseling & Assessment
- Scott Richards, Mt Hood CMHC
- Molly Roston, Garlington Children's Program
- Patricia Walsh, Garlington Children's Program
- Irene Falvey, Mental Health Services West
- Ignacro Gonzalez-Reyes, Garlington Center
- Sheila Redman, Delaunay Mental Health
- Bill Arland, Delaunay Mental Health
- Ann Gullickson, Ryles Center
- Mark Niederkorn, Network Rehabilitation Services
- Jayne Lamar, Network Rehabilitation Services
- Stephanie Nader, Ryles Center
- Harry Shanks, Mt Hood CMHC
- Carol Murphy, Mt Hood CMHC
- Felicia McCarthy, Mt Hood CMHC
- David Kohler, Network Mental Health
- Nancy Higginson, Delaunay Mental Health
- Lisa Gabardi, Delaunay Mental Health
- Rick Stanek, Delaunay Mental Health
- James MacLeod, Garlington Center
- Cathy Horey, Multnomah Mental Health
- Steven O'Dell, Delaunay Mental Health
- Rhonda White, Network Mental Health
- Julia Dinwiddie, Ryles Center
- Tom Tower, Network Mental Health

DATED this 11th of August, 1994.



BOARD OF COUNTY COMMISSIONERS

By Beverly Stein
Beverly Stein
Chair, Board of Commissioners

REVIEWED BY
LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By H.H. Lazenby
H.H. Lazenby
Assistant County Counsel

MEETING DATE: AUG 11 1994

AGENDA NO: C-3 & C-32

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Cancellation and Rewritten contracts.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request cancellation of original contract with former owner.

Request approval of a Rewritten contract to former owner.

Rewritten Contract #15312R and Board Orders attached.

8/11/94 ORIGINALS to Bev Scott/Tax Title

MULTNOMAH COUNTY
OREGON
1994 AUG - 2 PM 2:11
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *[Signature]* *Betsy Willia*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15312)
between Multnomah County, Oregon and) ORDER
JOSEPH COPPEDGE) 94-142
upon Default of Payments and Performance)
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, JOSEPH COPPEDGE, by contract dated September 23, 1986, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

ALBINA
W 1/2 OF S 1/2 OF LOT 10, BLOCK 22

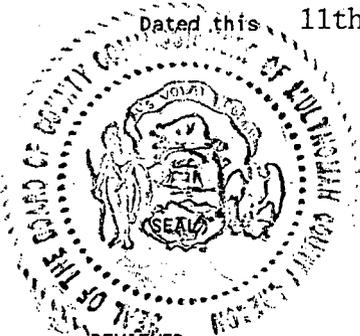
pursuant to authority of ORS 275.180, and that said purchaser failed and neglected to pay before delinquency taxes for the years 1987/88, 1988/89, 1989/90, 1990/91, 1991/92, 1992/93 & 1993/94 in the amount of \$7,033.68 plus interest which were lawfully assessed and levied against said property.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

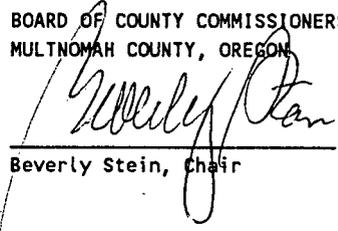
NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes for the years 1987/88, 1988/89, 1989/90, 1990/91, 1991/92, 1992/93 & 1993/94 accordance with the provisions of ORS 275.240.

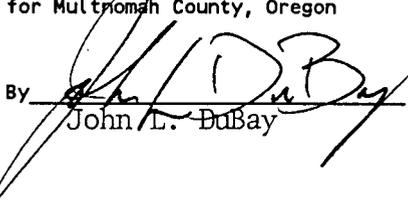
Dated this 11th day of August, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15312R)
for the Sale of Certain Real Property) ORDER
to)
JOSEPH COPPEDGE) 94-143

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes and that JOSEPH COPPEDGE is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$7,378.29, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with JOSEPH COPPEDGE for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

ALBINA
W 1/2 OF S 1/2 OF LOT 10, BLOCK 22

for the sum of \$7,378.29, payable as follows: \$0.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$97.54 each, over a term of 120 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent 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.

Dated at Portland, Oregon this 11th day of August, 1994



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:.....
Laurence Knessel, County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
John L. DuBay

THIS AGREEMENT, made this 11th day of August, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JOSEPH COPPEDGE hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

ALBINA

W 1/2 OF S 1/2 OF LOT 10, BLOCK 22

A. Purchase Price.

Purchaser agrees to pay the sum of \$7,378.29, to be paid \$0.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$97.54 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on May 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. 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. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. 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;

6. As used in this Agreement, 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.

7a. 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.

7b. 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 of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. 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.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten 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.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his 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 property.

D. Tax Notice

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

69 NE HANCOCK PORTLAND, OR 97212

E. Assignment

No assignment of this agreement or any interest therein or of any interest in any of the property herein described shall be valid unless it is approved by the County and filed with the County Clerk of Multnomah County. Terms of this agreement may be amended by the County upon assignment.

F. 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.

IN WITNESS WHEREOF, Purchaser has set his 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.

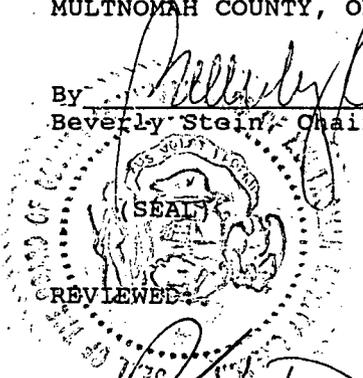
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

By Joseph Coppedge
JOSEPH COPPEDGE

for By Laurence Kressel
Laurence Kressel, County Counsel
for Multnomah County, Oregon

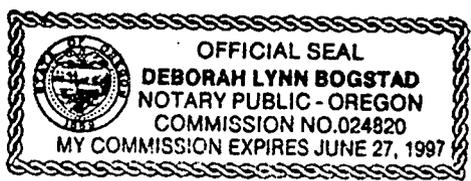
CONTRACT APPROVED:
for By Janice M. Druian
Janice M. Druian
Assessment & Taxation



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11th day of August, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



DEBORAH LYNN BOGSTAD
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: AUG 11 1994 .

AGENDA NO: C-4 .

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner .

BOARD BRIEFING: Date Requested: _____ .

Amount of Time Needed: _____ .

REGULAR MEETING: Date Requested: _____ .

Amount of Time Needed: 5 minutes .

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation .

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590 .
BLDG/ROOM #: 166/200/Tax Title .

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg .

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract to former owner.

Contract #15768 and Board Orders attached.

8/11/94 originals to Bev Scott / tax title

BOARD OF
COUNTY COMMISSIONERS
1994 AUG - 2 PM 4:04
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____ .

OR

DEPARTMENT MANAGER: *[Signature]* *[Signature]* .

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15768)
for the Sale of Certain Real Property) ORDER
to) 94-144
BRIAN D. PARHAM)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes and that BRIAN D. PARHAM is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$32,458.75, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with BRIAN D. PARHAM for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

MT TABOR PLACE ADD
LOTS 40 & 41, BLOCK 3

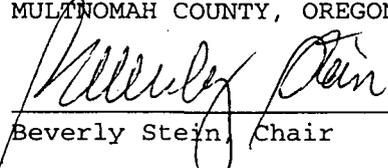
for the sum of \$32,458.75, payable as follows: \$3,245.88 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$314.04 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent 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.

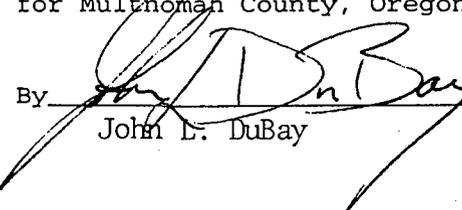
Dated at Portland, Oregon this 11th day of August, 1994



REVIEWED
11/11/94
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

By 
John L. DuBay

THIS AGREEMENT, made this 11th day of August ,1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and BRIAN D. PARHAM hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

MT TABOR PLACE ADD LOTS 40 & 41, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of \$32,458.75, to be paid \$3,245.88 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$314.04 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on August 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. 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. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. 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;

6. As used in this Agreement, 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.

7a. 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.

7b. 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 of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. 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.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten 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.

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.

D. Tax Notice

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

5537 SE PINE ST PORTLAND, OR 97215

E. Assignment

No assignment of this agreement is permitted.

F. 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.

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
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

By *Brian D. Parham*
BRIAN D. PARHAM

REVIEWED

CONTRACT APPROVED:

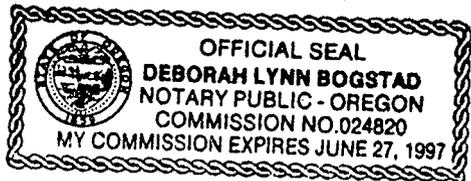
By *Laurence Kressel*
for Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *Janice M. Druian*
for Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11th day of August, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: AUG 11 1994

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract to former owner.

Contract #15769 and Board Orders attached.

8/11/94 ORIGINALS to Bev Scott / TAX TITLE

1994 AUG - 2 PM 4:04
MULTI-COUNTY CLERK
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Jamie M. D...* *Betsy Willie*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15769)
for the Sale of Certain Real Property) ORDER
to) 94-145
BRIAN D. PARHAM)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes and that BRIAN D. PARHAM is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$11,560.11, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owner for said amount;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with BRIAN D. PARHAM for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

MT TABOR PLACE ADD
LOTS 42 & 43, BLOCK 3

for the sum of \$11,560.11, payable as follows: \$1,156.01 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$111.84 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent 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.

Dated at Portland, Oregon this 11th day of August, 1994



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

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

By *John L. DuBay*

John L. DuBay

THIS AGREEMENT, made this 11th day of August, 1994 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and BRIAN D. PARHAM hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

MT TABOR PLACE ADD LOTS 42 & 43, BLOCK 3

A. Purchase Price.

Purchaser agrees to pay the sum of \$11,560.11, to be paid \$1,156.01 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$111.84 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on August 15, 1994 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

1. In addition to payment of installments hereinabove provided, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the life of this agreement and to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

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.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined 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 or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. 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. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. 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;

6. As used in this Agreement, 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.

7a. 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.

7b. 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 of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. 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.

C. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten 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.

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.

D. Tax Notice

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

5537 SE PINE ST PORTLAND, OR 97215

E. Assignment

No assignment of this agreement is permitted.

F. 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.

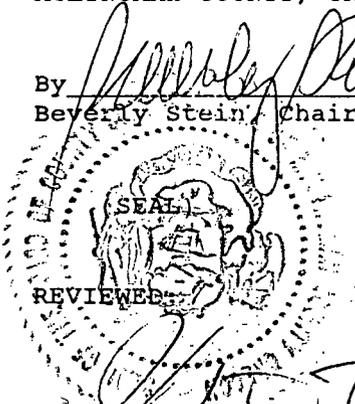
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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
MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein, Chair

By Brian D. Parham
BRIAN D. PARHAM



By Laurence Kressel
for Laurence Kressel, County Counsel
for Multnomah County, Oregon

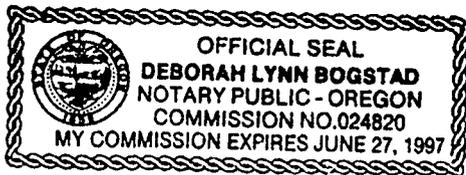
CONTRACT APPROVED:

By Janice M. Druian
for Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11th day of August, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: AUG 11 1994

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15655. (Property originally purchased at public auction.)

Deed D94101~~8~~²⁰ and Board Orders attached.

8/11/94 ORIGINALS to Bev Scott/Tax Title

CLERK OF
COUNTY COMMISSIONERS
1994 AUG - 2 PM 4:04
MULTI NOMAR COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James W. Dunn Betsy William

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D941020 Upon Complete Performance of) ORDER
a Contract to) 94-146
KAREN KRAMER)
MATTHEW KRAMER)

It appearing that heretofore, on March 4, 1992, Multnomah County entered into a contract with KAREN KRAMER and MATTHEW KRAMER for the sale of the real property hereinafter described; and

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

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

CARTERS ADD TO PORTLAND
TL #16 OF LOTS 4 & 5, BLOCK 65
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 11th day of August, 1994.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

BY *John L. DuBay*
John L. DuBay

EXHIBIT A

That part of Lots 4 & 5 in Block 65, Carters Addition to the City of Portland, in the State of Oregon, County of Multnomah in the Northwest One Quarter of Section 4, Township 1 South, Range 1 East of the Willamette Meridian, being more particularly described as follows:

BEGINNING on the South line of said Lot 4, South 69° 27' 00" East, 112.00 feet from the Southwest corner thereof; thence South 20° 33' 00" West 47.00 feet; thence South 69° 27' 00" East 207.00 feet, to the West line of SW Montgomery Place; thence North 20° 33' 00" East, along said Westerly line 72.00 feet; thence North 69° 27' 00" West 206.95 feet; thence South 20° 33' 00" West 25.00 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following:

BEGINNING at a point where a line between Lots 4 & 5, Block 65, Carters Addition, intersects the Westerly line of SW Montgomery Place; thence North 20° 33' 00" East, following the Westerly line of SW Montgomery Place 25.00 feet; thence North 69° 27' 00" West parallel to the line between Lots 4 & 5, 107.00 feet; thence South 20° 33' 00" West 68.00 feet; thence West along a line parallel to the North line of Lot 5, 10.00 feet; thence Southerly along a line parallel to the West line of Lot 5, 4.00 feet; thence Easterly along a line drawn parallel to the North line of Lot 5, 117.00 feet, more or less, to the West line of SW Montgomery Place; thence northerly following the West line of said SW Montgomery Place 43.00 feet, more or less, to the POINT OF BEGINNING.

Reserving to the grantor and her successors the right of common user over the following described 4.00 foot strip of land.

BEGINNING at the Northwest corner of that certain portion of Lot 5, Block 65, Carters Addition to the City of Portland, and State of Oregon, County of Multnomah in the Northwest One-Quarter of Section 4, Township 1 South, Range 1 East, Willamette Meridian, being more particularly described as follows: BEGINNING at the Northwest corner of that portion of Lot 5, Block 65, Carters Addition heretofore conveyed by Walter V. Smith to Edith E. Northrop by deed recorded March 7, 1908, in Book 416, Page 147; thence Westerly along the Northerly line of that certain tract of land conveyed to Henrietta E. Failing and Mary F. Failing by deed recorded June 9, 1926 in Deed Book 1052, Page 442, 10.00 feet; thence Northerly along a line parallel to the West line of Lot 5, 4.00 feet; thence Easterly along a line drawn parallel to the North line of said Lot 5, 117.00 feet, more or less, to the Westerly line of SW Montgomery Place; thence Southerly following the Westerly line of SW Montgomery Place 4.00 feet; thence Westerly 107.00 feet, more or less, to the POINT OF BEGINNING.

DEED D941020

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KAREN KRAMER and MATTHEW KRAMER, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

CARTERS ADD TO PORTLAND
TL #16 OF LOTS 4 & 5, BLOCK 65
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,100.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

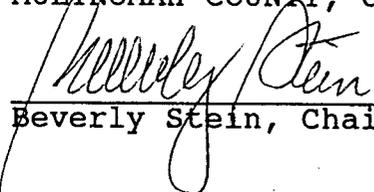
Until a change is requested, all tax statements shall be sent to the following address:

1993 SW MONTGOMERY PLACE
PORTLAND OR 97201

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 11th day of August, 1994, by authority of an Order of the Board of County Commissioners heretofore entered of record.

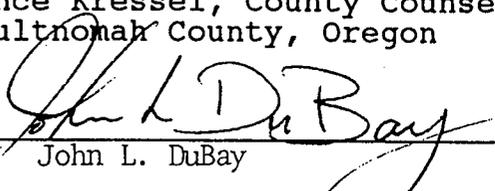


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By 
John L. DuBay

By 
K. A. Tuneberg

After recording, return to Multnomah County Tax Title (166/200)

EXHIBIT A

That part of Lots 4 & 5 in Block 65, Carters Addition to the City of Portland, in the State of Oregon, County of Multnomah in the Northwest One Quarter of Section 4, Township 1 South, Range 1 East of the Willamette Meridian, being more particularly described as follows:

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EXCEPTING THEREFROM the following:

BEGINNING at a point where a line between Lots 4 & 5, Block 65, Carters Addition, intersects the Westerly line of SW Montgomery Place; thence North 20° 33' 00" East, following the Westerly line of SW Montgomery Place 25.00 feet; thence North 69° 27' 00" West parallel to the line between Lots 4 & 5, 107.00 feet; thence South 20° 33' 00" West 68.00 feet; thence West along a line parallel to the North line of Lot 5, 10.00 feet; thence Southerly along a line parallel to the West line of Lot 5, 4.00 feet; thence Easterly along a line drawn parallel to the North line of Lot 5, 117.00 feet, more or less, to the West line of SW Montgomery Place; thence northerly following the West line of said SW Montgomery Place 43.00 feet, more or less, to the POINT OF BEGINNING.

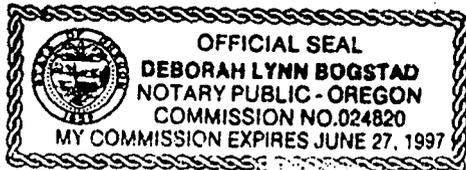
Reserving to the grantor and her successors the right of common user over the following described 4.00 foot strip of land.

BEGINNING at the Northwest corner of that certain portion of Lot 5, Block 65, Carters Addition to the City of Portland, and State of Oregon, County of Multnomah in the Northwest One-Quarter of Section 4, Township 1 South, Range 1 East, Willamette Meridian, being more particularly described as follows: BEGINNING at the Northwest corner of that portion of Lot 5, Block 65, Carters Addition heretofore conveyed by Walter V. Smith to Edith E. Northrop by deed recorded March 7, 1908, in Book 416, Page 147; thence Westerly along the Northerly line of that certain tract of land conveyed to Henrietta E. Failing and Mary F. Failing by deed recorded June 9, 1926 in Deed Book 1052, Page 442, 10.00 feet; thence Northerly along a line parallel to the West line of Lot 5, 4.00 feet; thence Easterly along a line drawn parallel to the North line of said Lot 5, 117.00 feet, more or less, to the Westerly line of SW Montgomery Place; thence Southerly following the Westerly line of SW Montgomery Place 4.00 feet; thence Westerly 107.00 feet, more or less, to the POINT OF BEGINNING.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 11th day of August, 1994, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad

Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: AUG 11 1994

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement between JJD and Clackamas County and Washington County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT/OFFICE: _____ DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJd

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Jim Anderson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of an Intergovernmental Revenue Agreements between Multnomah County Juvenile Justice Division and Clackamas and Washington County for the continued utilization of bed space (i.e., 10 for each County) for the detention of juveniles referred to the Clackamas or Washington County Juvenile Justice System.

8/11/94 ORIGINALS TO CHRIS WHITE

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Harold Ogburn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

DEPT OF
COUNTY COMMISSIONERS
1994 AUG - 2 PM 2:11
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 14, 1994

RE: Approval of Juvenile Detention Intergovernmental Cooperation
Agreement Regulating Delivery of Detention Services between
Multnomah County Juvenile Justice Division and Clackamas and
Washington County

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of Intergovernmental Agreements between Clackamas and Washington County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Clackamas County or Washington County juvenile justice system in need of secure custody.

II. **Background/Analysis:**

The Juvenile Justice Division has contracted with both Clackamas County and Washington County Juvenile Departments for more than 15 years to offer detention services in the Tri-County area for counties which do not have a detention facility.

This Agreement stipulates payment by Clackamas and Washington County of \$351,725 each to be paid to Multnomah County for the exclusive use of ten (10) bed spaces to house youth from the respective counties. On occasions when the required bed space exceeds the guaranteed ten (10), there will be an additional payment to Multnomah County of \$106 per day for each bed in excess of the ten. This rate per day will not be billed if the combined population of Clackamas and Washington Counties is twenty (20) or less. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

Retroactive Status:

A decision was made by both Clackamas and Washington County Juvenile Departments to increase their bed space from eight to ten in mid-June. This created a delay in their respective counties budget approval process, causing a further delay in Multnomah County's ratification process. Consequently, these two Agreements are retroactive, effective July 1, 1994 to June 30, 1995.

- III. **Financial Impact:**
This revenue supports the operation of 20 detention bed spaces.
- IV. **Legal Issues:**
N/A
- V. **Controversial Issues:**
N/A
- VI. **Link to Current County Policies:**
This Agreement support the Division’s philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility.
- VII. **Citizen Participation:**
N/A
- VIII. **Other Government Participation:**
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102955

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>8/11/94</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---	--	--

Department: _____ Division: Juvenile Justice Division Date: July 14, 1994

Contract Originator: Chris White Phone: 3202 Bldg/Room: 311/JJD

Administrative Contact: Chris White Phone: 3202 Bldg/Room: 311/JJD

Description of Contract: This Intergovernmental revenue Agreement allows Clackamas County the exclusive use of 10 bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Clackamas County juvenile justice system.

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>CLACKAMAS COUNTY</u></p> <p>Mailing Address: <u>2121 Kaen Road</u> <u>Oregon City, OR 97045</u></p> <p>Phone: <u>655-8342</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ <u>351,725</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>351,725</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>117,241.67</u> <input checked="" type="checkbox"/> Other - 3 payments</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	---

REQUIRED SIGNATURES: Harold Ogburn Date: 7/14/94

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 20 July 94

County Chair/Sheriff: [Signature] Date: August 11, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Clackamas, hereinafter referred to as Clackamas, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Clackamas as described below. The following provisions shall comprise this Agreement:

I. RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Clackamas wishes to utilize the Premises in the Juvenile Justice Complex for the detention of juveniles referred to the Clackamas County juvenile justice system and in need of secure custody.
- D. The combining of the referred Clackamas County population with the Multnomah County juvenile population in the Juvenile Justice Complex is in the best interests of Clackamas and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any child subject to the Jurisdiction of the Clackamas County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Clackamas

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 2

County Juvenile Court as defined in this Agreement or upon order of any Clackamas County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Ten (10) bed spaces within the Juvenile Justice Complex shall be available to the exclusive use of Clackamas on a continuous 24-hour a day basis through 1994-95.
- d. Any requirement of Clackamas for bed space in excess of ten (10) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e. In the event a juvenile resident of Clackamas is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Clackamas County Court of competent jurisdiction and that juvenile resident of Clackamas is delivered to the Juvenile Justice Complex, admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Clackamas pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Clackamas a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 3

Multnomah shall include with that roster a listing of those juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Clackamas County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Clackamas juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Clackamas juveniles admitted pursuant to this Agreement shall receive the quality, level, and type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Clackamas juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Clackamas for purposes of tracking progress of Clackamas toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Clackamas detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Clackamas, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Clackamas shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Clackamas with immediate notice of those services provided unilaterally.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 4

3. Release Services

- a. Multnomah shall release Clackamas juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Clackamas County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Clackamas juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Clackamas, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Clackamas of the duty to monitor the number, identity, and appropriate periods of detention for those Clackamas juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Clackamas to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Clackamas harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Clackamas shall perform as follows:

1. Clackamas shall provide Multnomah current information identifying those Clackamas Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Clackamas shall provide or arrange all non-emergency transportation of Clackamas residents once the juvenile has been delivered by law enforcement officers.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 5

3. Clackamas shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Clackamas shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Clackamas shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Clackamas.
6. Clackamas shall be responsible for providing any of the usual counseling services required for Clackamas juveniles placed with Multnomah pursuant to this Agreement.
7. Clackamas shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Clackamas juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this annual Agreement, Clackamas shall pay to Multnomah the sum of \$351,725 for program services and normal care and maintenance of those Clackamas juveniles in residence up to and including a maximum of ten (10) residents per day. The above sum shall be paid by Clackamas to Multnomah in three equal installments of \$117,241.67 payable on October 1, 1994, February 1, 1995, and June 1, 1995.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 6

2. On those occasions when Clackamas requires bed space in excess of the guaranteed ten (10) hereinabove described, the rate for each such additional space shall be \$106.00 per day. This charge of \$106.00 per day will not be billed by Multnomah County if the combined population of Clackamas and Washington Counties is 20 or less.
3. On occasion that total population of Clackamas and Washington County is greater than 20, the rental rate for each additional bed will be \$106.00.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Clackamas by Multnomah on a quarterly basis and shall be paid by Clackamas to Multnomah on a quarterly basis.
6. Space sublease and operations and maintenance of the Juvenile Justice Complex shall be covered under the sublease agreement attached and incorporated as Appendix A.

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Clackamas for any purpose.
- B. Clackamas and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Clackamas harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Clackamas for any loss proximately and legally caused by the conduct of

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 7

Multnomah's officers, agents, and employees; Clackamas shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Clackamas to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.

- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1994 through June 30, 1995, and is subject to renewal annually through June 30, 2013.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
1. Either county may unilaterally terminate this Agreement on six months written notice.
 2. In the event that Clackamas does not intend to renew this Agreement for the subsequent fiscal year, Clackamas shall notify Multnomah on or before January 1, 1995, of its intent not to renew. In the event Clackamas fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Clackamas shall reimburse Multnomah at the base guaranteed ten (10) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.
 3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Clackamas on or before January 1, 1995, of its intent not to renew. In the event that Multnomah fails to notify Clackamas of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 8

months following the date Clackamas received notice of Multnomah's intent not to renew this Agreement.

4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge the rate of compensation within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Clackamas of that fact on or before February 15, 1995. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Clackamas in writing on or before January 1, 1995. In no event, except with the mutual consent of the parties, will an additional rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Clackamas of written notice of said intent of Multnomah to modify the compensation rate.
5. Actual costs shall include the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals, laundry, Corrections Health and other costs mutually agreeable.

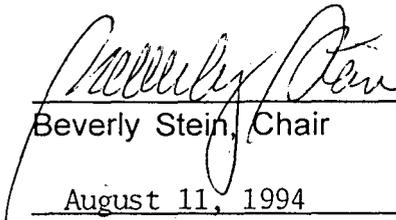
V. MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Clackamas and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Clackamas for similar services.

CLACKAMAS-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 9

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this _____ day of _____, 199____, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

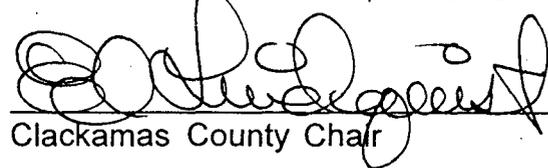


Beverly Stein, Chair

August 11, 1994

Date

Board of County Commissioners
CLACKAMAS COUNTY, OREGON

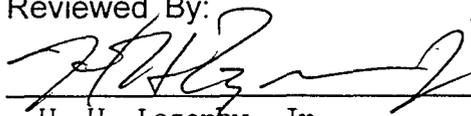


Clackamas County Chair

6-23-94

Date

Reviewed By:

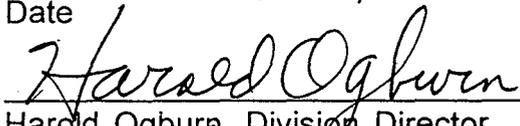


H. H. Lazenby, Jr.
for:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

7/14/94

Date



Harold Ogburn, Division Director



Jim Anderson, Detention Superintendent

7-14-94

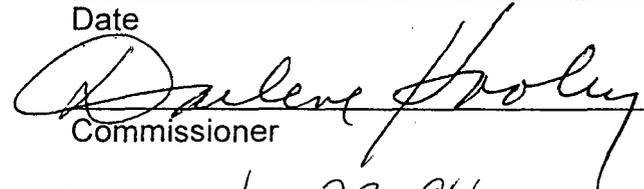
Date



Commissioner

6-23-94

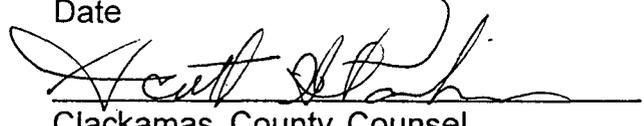
Date



Commissioner

6-23-94

Date



Clackamas County Counsel

7-6-94

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/11/94
DEB BOGSTAD

BOARD CLERK

MEETING DATE: AUG 11 1994

AGENDA NO: C8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement between JJD and Clackamas County and Washington County

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 5 minutes

DEPARTMENT/OFFICE: _____ DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJd

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Jim Anderson

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of an Intergovernmental Revenue Agreements between Multnomah County Juvenile Justice Division and Clackamas and Washington County for the continued utilization of bed spaces (i.e., 10 for each County) for the detention of juveniles referred to the Clackamas or Washington County Juvenile Justice System.

8/11/94 ORIGINALS to CHRIS WHITE

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

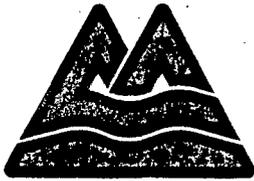
DEPARTMENT MANAGER: _____

Harold Ogburn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1994 AUG - 2 PM 2:11
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: June 14, 1994

RE: Approval of Juvenile Detention Intergovernmental Cooperation
Agreement Regulating Delivery of Detention Services between
Multnomah County Juvenile Justice Division and Clackamas and
Washington County

I. **Recommendation/Action Requested:**

The Juvenile Justice Division recommends the Board's approval of Intergovernmental Agreements between Clackamas and Washington County for continued utilization of the premises in the Juvenile Justice Complex for the detention of juveniles referred to the Clackamas County or Washington County juvenile justice system in need of secure custody.

II. **Background/Analysis:**

The Juvenile Justice Division has contracted with both Clackamas County and Washington County Juvenile Departments for more than 15 years to offer detention services in the Tri-County area for counties which do not have a detention facility.

This Agreement stipulates payment by Clackamas and Washington County of \$351,725 each to be paid to Multnomah County for the exclusive use of ten (10) bed spaces to house youth from the respective counties. On occasions when the required bed space exceeds the guaranteed ten (10), there will be an additional payment to Multnomah County of \$106 per day for each bed in excess of the ten. This rate per day will not be billed if the combined population of Clackamas and Washington Counties is twenty (20) or less. Every youth served under this Agreement will receive the daily services of supervision, food, and basic care as do all youth placed in the detention facility.

Retroactive Status:

A decision was made by both Clackamas and Washington County Juvenile Departments to increase their bed space from eight to ten in mid-June. This created a delay in their respective counties budget approval process, causing a further delay in Multnomah County's ratification process. Consequently, these two Agreements are retroactive, effective July 1, 1994 to June 30, 1995.

BOARD OF COUNTY COMMISSIONERS

Intergovernmental Agreement between JJD and Clackamas and Washington County

Page 2

III. **Financial Impact:**

This revenue supports the operation of 20 detention bed spaces.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

VI. **Link to Current County Policies:**

This Agreement support the Division's philosophy of offering detention services in the Tri-County area for counties which do not have a detention facility.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102965

Amendment # _____

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$15,000	<input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input type="checkbox"/> Intergovernmental Agreement <input checked="" type="checkbox"/> Intergovernmental Revenue <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>8/11/94</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department: _____ Division: Juvenile Justice Division Date: July 14, 1994

Contract Originator: Chris White Phone: 3202 Bldg/Room: 311/JJD

Administrative Contact: Chris White Phone: 3202 Bldg/Room: 311/JJD

Description of Contract: This Intergovernmental Revenue Agreement allows Washington County the exclusive use of 10 bed spaces in the Juvenile Justice Complex for the detention of youth referred to the Washington County juvenile justice system.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name: <u>WASHINGTON COUNTY</u> Mailing Address: <u>222 North First Avenue</u> <u>Hillsboro, OR 97114</u> Phone: <u>648-8861</u> Employer ID# or SS#: _____ Effective Date: <u>July 1, 1994</u> Termination Date: <u>June 30, 1995</u> Original Contract Amount: \$ <u>351,725</u> Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ <u>351,725</u>	Remittance Address (if different) _____ _____ _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>117,241.67</u> <input checked="" type="checkbox"/> Other - 3 payments <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

REQUIRED SIGNATURES: Harold Ogilven Date: 7/14/94
 Department Manager: _____

Purchasing Director: _____ Date: _____
 (Class II Contracts Only)

County Counsel: [Signature] Date: 27 July 94

County Chair/Sheriff: [Signature] Date: August 11, 1994

Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC IND

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

**JUVENILE DETENTION INTERGOVERNMENTAL COOPERATION AGREEMENT
REGULATING DELIVERY OF DETENTION SERVICES**

THIS AGREEMENT, made and entered into by and between the County of Washington, hereinafter referred to as Washington, and Multnomah County, a home-rule subdivision of the State of Oregon, hereinafter referred to as Multnomah, deals with the delivery of detention services by Multnomah to Washington as described below. The following provisions shall comprise this Agreement:

I. RECITATIONS

- A. Multnomah operates and maintains a juvenile detention facility known as the Donald E. Long Detention Center designed and operated as a temporary secure custody facility for juveniles pending disposition of cases referred to the juvenile justice system. Space presently exists in the Juvenile Justice Complex rendering it satisfactory for use by counties other than and in addition to Multnomah without a negative effect on any county or the juvenile detainee.
- B. As used in this agreement "Premises", "Space", and like terms refer to the detention areas of the Multnomah County Juvenile Justice Complex.
- C. Washington wishes to utilize the Premises in the Juvenile Justice Complex for the detention of juveniles referred to the juvenile justice system and in need of secure custody.
- D. The combining of the referred Washington County population with the Multnomah County juvenile population in the Juvenile Justice Complex is in the best interests of Washington and Multnomah, both fiscally and programmatically.
- E. ORS Chapter 190 provides for intergovernmental cooperation agreements for the performance of functions and activities of either party by the other in the interest of further economy and efficiency in local government and to that end declares that the provision of ORS 190.003 to 190.100 shall be liberally construed.

II. SERVICES TO BE PROVIDED

- A. Multnomah County shall perform as follows:
 - 1. Admission Services
 - a. Any child subject to the Jurisdiction of the Washington County court shall be admitted by Multnomah to the Juvenile Justice Complex only upon authorization for secure custody communicated by an appropriate agent of the Washington

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 2

County Juvenile Court as defined in this Agreement or upon order of any Washington County Court of competent jurisdiction to require detention of such juvenile, all subject to the conditions hereinafter provided.

- b. Acting through its on-duty intake supervisor, Multnomah shall have discretion to refuse acceptance of any juvenile referred pursuant to this Agreement in those circumstances where Multnomah reasonably believes the referral does not comply with lawful requirements of the facility regulations pertaining to the Juvenile Justice Complex where Multnomah lacks adequate bed space in excess of those reserved spaces provided herein, or when it appears that the physical condition of the referred juvenile requires immediate medical attention.
- c. Ten (10) bed spaces within the Juvenile Justice Complex shall be available to the exclusive use of Washington on a continuous 24-hour a day basis through 1994-95.
- d. Any requirement of Washington for bed space in excess of ten (10) shall be furnished by Multnomah on a space available basis and at a rate of compensation defined in this Agreement.
- e. In the event a juvenile resident of Washington is taken into custody by law enforcement in Multnomah other than as a consequence of an order of a Washington County Court of competent jurisdiction and that juvenile resident of Washington is delivered to the Juvenile Justice Complex admission shall be as in the case of any local Multnomah referral, and no charge or cost shall accrue against Washington pursuant to this Agreement until and unless an appropriate referral for ongoing custody is made in accordance with this Agreement.
- f. Multnomah County shall not be required to provide notice to parents or guardians of juveniles referred upon admission or otherwise pursuant to this Agreement.
- g. Multnomah shall provide Washington a daily roster indicating all juveniles held by Multnomah pursuant to this Agreement. Multnomah shall include with that roster a listing of those

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT
July 1, 1994 to June 30, 1995
Page 3

juveniles accepted by Multnomah who are subject to the juvenile court jurisdiction of Washington County but who are not admitted pursuant to the terms of the Agreement.

2. Supervision Services

- a. An admitted Washington juvenile shall be placed in a detention unit deemed by Multnomah appropriate to the sex, age, and circumstance of the juvenile, consistent with the existing facility population and the best interests of the total facility population and operation.
- b. Washington juveniles admitted pursuant to this Agreement shall receive the quality, level, and type of care and supervision by Multnomah as is furnished to the rest of the detention population, regardless of the county of residence.
- c. Each referred Washington juvenile shall be assigned a Multnomah staff worker to act in a liaison capacity with Washington for purposes of tracking progress of Washington toward disposition of the referred juvenile and for implementing agreed arrangements incident to the expeditious release or coordinated planning for disposition, provided that no such Multnomah worker shall be required to provide those counseling services customarily furnished to referred juveniles preparatory to an adjudicative or dispositive process.
- d. The terms of the Agreement do not contemplate the provision of emergency services by Multnomah within the agreed per diem costs. In the event it is determined that a Washington detainee is in need of emergency services, whether as a result of a unilateral decision by Multnomah or as a result of consultation between Multnomah and Washington, Multnomah is authorized to take appropriate action to secure such services, including transportation, as required. Washington shall reimburse Multnomah for any expense connected therewith including security costs inside and outside the Complex. Multnomah shall provide Washington with immediate notice of those services provided unilaterally.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 4

3. Release Services

- a. Multnomah shall release Washington juveniles referred pursuant to this Agreement only upon receipt of notification by an authorized agent of the Washington County Juvenile Court. That notice may be by telephone, in person, or in writing, but any nonwritten communication will be confirmed in due course by a written authorization for release. Multnomah shall release Washington juveniles to such individuals or agencies as included in notification.
- b. Upon notification to Washington, Multnomah may act to require release of any juvenile it reasonably believes is being detained in excess of statutory authority.
- c. No provision of this Agreement is intended to relieve Washington of the duty to monitor the number, identity, and appropriate periods of detention for those Washington juveniles detained in Multnomah pursuant to this Agreement. It shall be the responsibility of Washington to defend and hold Multnomah harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred as provided herein except for actions attributable to Multnomah County negligence.
- d. It shall be the responsibility of Multnomah County to defend and hold Washington harmless from any claim of detention in excess of lawful limits brought by or in behalf of any juvenile referred by the Multnomah Courts.

B. Washington shall perform as follows:

1. Washington shall provide Multnomah current information identifying those Washington Juvenile Court agents authorized to refer juveniles to Multnomah as provided herein.
2. Washington shall provide or arrange all non-emergency transportation of Washington residents once the juvenile has been delivered by law enforcement officers.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 5

3. Washington shall provide Multnomah written evidence of authorization to detain or release any juvenile referred pursuant to this Agreement, but actual receipt of written evidence is not a condition precedent to any specific detention or release.
4. Except as provided in Section III-B of this Agreement, Washington shall compensate Multnomah for all expenses reasonably incurred by Multnomah in providing emergency medical, dental, or psychological services, including transportation therefor, on behalf of any referred juvenile pursuant to this Agreement.
5. Washington shall reimburse Multnomah for any unusual expenses reasonably incurred in the care and supervision of a referred juvenile which would exceed the level of care and supervision customarily furnished to detained youngsters, including but not limited to specially tailored clothing or custom footwear, prosthesis, remedial tutoring, eyeglasses, dentures, hearing aids, and similar devices. Except in circumstances constituting a medical emergency, Multnomah County may not incur these expenses without prior authorization from Washington.
6. Washington shall be responsible for providing any of the usual counseling services required for Washington juveniles placed with Multnomah pursuant to this Agreement.
7. Washington shall provide Multnomah timely, actual, and in due course, written notice of all judicial orders, visitation restrictions, and specialized programming which affect detention care and supervision for referred Washington juveniles.

C. Compensation Rates and Mode of Payments

1. For the duration of this annual Agreement, Washington shall pay to Multnomah the sum of \$351,725 for program services and normal care and maintenance of those Washington juveniles in residence up to and including a maximum of ten (10) residents per day. The above sum shall be paid by Washington to Multnomah in three equal installments of \$117,241.67 payable on October 1, 1994, February 1, 1995, and June 1, 1995.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 6

2. On those occasions when Washington requires bed space in excess of the guaranteed ten (10) hereinabove described, the rate for each such additional space shall be \$106.00 per day. This charge of \$106.00 per day will not be billed by Multnomah County if the combined population of Washington and Clackamas Counties is twenty (20) or less.
3. On occasion that total population of Washington and Clackamas County is greater than twenty (20), the rental rate for each additional bed will be \$106.00.
4. In computing daily populations, the day of admission shall be considered a full day, the day of release shall not be counted, each irrespective of the time of day on which the event occurs.
5. Those expenses for excess bed space or emergency services which may be incurred shall be billed to Washington by Multnomah on a quarterly basis and shall be paid by Washington to Multnomah on a quarterly basis.
6. Space sublease and operations and maintenance of the Juvenile Justice Complex shall be covered under the sublease agreement attached and incorporated as Appendix A.

III. CONSTRAINTS

- A. It is understood and agreed that any and all employees of the Juvenile Justice Complex are not employees, agents, or representatives of Washington for any purpose.
- B. Washington and Multnomah, each as to the other, shall indemnify, save harmless, and defend the other county, its officers, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or passed upon damage or injuries to persons or property caused by errors, omissions, fault, or negligence of the indemnifying county or that county's employees. More specifically, and only by way of example and not as an exclusive listing, Multnomah shall hold Washington harmless for responsibility or any liability arising from operation of the Juvenile Justice Complex and shall indemnify Washington for any loss proximately and legally caused by the conduct of

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 7

Multnomah's officers, agents, and employees; Washington shall hold Multnomah harmless and shall be responsible for any liability arising from illegal detention caused by the failure of Washington to properly monitor the detention periods for juveniles referred herein and held beyond a legal period not as a consequence of a failure or absence of duty by Multnomah.

- C. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

IV. AGREEMENT TERM AND TERMINATION

- A. This agreement shall apply from July 1, 1994 through June 30, 1995, and is subject to renewal annually through June 30, 2013.
- B. This Agreement may be terminated by either party alone or otherwise unilaterally modified only as follows:
1. Either county may unilaterally terminate this Agreement on six months written notice.
 2. In the event that Washington does not intend to renew this Agreement for the subsequent fiscal year, Washington shall notify Multnomah on or before January 1, 1995, of its intent not to renew. In the event Washington fails to so notify Multnomah of an intent not to renew this Agreement and thereafter does not renew this Agreement, Washington shall reimburse Multnomah at the base guaranteed ten (10) bed rate for a period extending six months from the date of receipt by Multnomah of written notice of said intent to discontinue or not renew this Agreement.
 3. In the event Multnomah does not intend to renew this Agreement for the next fiscal year, Multnomah shall notify Washington on or before January 1, 1995, of its intent not to renew. In the event that Multnomah fails to notify Washington of its intention not to renew this Agreement and thereafter does not renew this Agreement, Multnomah shall continue to provide services under terms of this Agreement at the same rate as provided by this Agreement for six months following

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 8

the date Washington received notice of Multnomah's intent not to renew this Agreement.

4. It is assumed the rates of compensation defined in this Agreement will be modified in subsequent fiscal years. In the event that Multnomah intends to renew this Agreement and to charge the rate of compensation within ten percent (10%) of the rates for the Agreement then in effect, Multnomah will notify Washington of that fact on or before February 15, 1995. In the event Multnomah intends to renew this Agreement but at a rate more than ten percent (10%) different from the rates then in effect, Multnomah shall so inform Washington in writing on or before January 1, 1995. In no event, except with the mutual consent of the parties, will an additional rate of compensation be modified by more than ten percent (10%) in less than six months from date of receipt by Washington of written notice of said intent of Multnomah to modify the compensation rate.
5. Actual costs shall include the pro rata share of Personnel, Juvenile Groupworkers, Groupworker Supervision, Lead Groupworker, Mental Health Worker, temporary on-call workers, overtime for these workers and associated fringe benefits, printing, supplies, education, telephone, meals, laundry, Corrections Health and other costs mutually agreeable.

VI. MISCELLANEOUS PROVISION

- A. This Agreement and any amendments to this Agreement will not be effective until approved by the Boards of County Commissioners of Washington and Multnomah.
- B. This Agreement supersedes and cancels all and any prior agreements or contracts between Multnomah and Washington for similar services.

WASHINGTON-MULTNOMAH COUNTY JUVENILE DETENTION
INTERGOVERNMENTAL COOPERATION AGREEMENT

July 1, 1994 to June 30, 1995

Page 9

IN WITNESS THEREOF, the parties have hereto caused this agreement to be executed on this ____ day of _____, 199____, by their duly-authorized officers as of the day and year first hereinabove written.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Board of County Commissioners
WASHINGTON COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair
August 11, 1994
Date

Sathy Christy
Chair
6/21/94
Date

Reviewed By:
H. H. Lazenby, Jr.
H. H. Lazenby, Jr.

for:

LAURENCE KRESSEL,
County Counsel for
Multnomah County, Oregon

~~_____
Commissioner

Date

Commissioner~~

7/14/94
Date

~~_____
Date~~

Harold Ogburn
Harold Ogburn, Division Director

Blender
Washington County Counsel

Jim Anderson
Jim Anderson, Detention Superintendent

6/17/94
Date

7-14-94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

APPROVED WASHINGTON COUNTY
BOARD OF COMMISSIONERS
MINUTE ORDER # 94-258
DATE 6-21-94
BY Barbara Heitmanek
CLERK OF THE BOARD

MEETING DATE: AUG 11 1994

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Portland Public School Revenue Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 4, 1994

Amount of Time Needed: 3 minutes

DEPARTMENT: _____ DIVISION: Juvenile Justice

CONTACT: Chris White TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Dwayne McNannay

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This intergovernmental revenue agreement between Portland Public Schools (PPS) and Multnomah County Juvenile Justice Division (JJD) adds \$300,000 to JJD's budget. JJD subsequently passes these dollars to an alternative school program to fund educational services to 30 high-risk juvenile offenders. As a result of the earlier downsizing agreement between CSD and JJD, JJD has assumed management of this contract since October 1, 1990. This contract continues the fourth year of funding for the project.

8/11/94 ORIGINALS TO CHRIS WHITE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Harold Ogburn
DW

MULTNOMAH COUNTY
OREGON
1994 AUG - 2 PM 2:11
CLERK OF COUNTY DISTRICT COURT

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: July 19, 1994

RE: Approval of an Intergovernmental Revenue Agreement between the Portland Public Schools and the Juvenile Justice Division

I. **Recommendation/Action Requested:**

The Juvenile Justice Division (JJD) recommends the Board's approval of an Intergovernmental Agreement between Portland Public Schools and JJD for alternative school services to high-risk juvenile offenders.

II. **Background/Analysis:**

This agreement continues the relationship established in 1990 with Portland Public Schools and JJD as part of the overall State downsizing agreement. The \$300,000 allocated through this agreement provides for alternative education services to youth referred through juvenile probation, juvenile parole or the Portland Public Schools.

The JJD passes these dollars and additional dollars received from Children's Services Division on to the Albina Youth Opportunity School Genesis Program.

Retroactive Status

This agreement is retroactive as the negotiations between PPS and JJD extended into the month of July.

III. **Financial Impact:**

\$300,000 is added to JJD's budget which is subsequently passed on to the Albina Youth Opportunity School Genesis Program, providing alternative education services to high-risk youth. These dollars are combined with an additional \$151,530 from CSD.

IV. **Legal Issues:**

N/A

V. **Controversial Issues:**

N/A

VI. **Link to Current County Policies:**

JJD continues to comply with the State Children's Services Division downsizing agreement which was established in 1990 with Portland Public Schools.

VII. **Citizen Participation:**

N/A

VIII. **Other Government Participation:**

N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103015

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue</p> <p style="text-align: center;">APPROVED BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-9</u> DATE <u>8/11/94</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: _____ Division: Juvenile Justice Date: July 19, 1994

Contract Originator: Chris White (DM) Phone: 3202 Bldg/Room: 311/JJD

Administrative Contact: Chris White Phone: 3202 Bldg/Room: 311/JJD

Description of Contract: This Agreement will provide educational services for high-risk juvenile offenders served through the Albina Youth Opportunity School Genesis Program. The Division will receive these dollars from the Portland Public Schools and directly pay the subcontractor.

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>Portland Public Schools</u></p> <p>Mailing Address: <u>2508 NE Everett</u> <u>Portland, OR 97232</u></p> <p>Phone: <u>(503) 280-6412</u></p> <p>Employer ID# or SS#: <u>93-6000830</u></p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: <u>\$300,000</u></p> <p>Total Amt of Previous Amendments: <u>\$NA</u></p> <p>Amount of Amendment: <u>\$NA</u></p> <p>Total Amount of Agreement: <u>\$300,000</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$300,000</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
--	--

REQUIRED SIGNATURES:

Department Manager: *Howard Ogilven* Date: 7/19/94

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: *[Signature]* Date: 27 Aug 94

County Chair/Sheriff: *[Signature]* Date: August 11, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REV CODE	LGFS DESCRIPT	AMOUNT	INC DEC IND
1	156	010	2560					2766	SCHLDISTR1	\$300,000	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

AGREEMENT

PARTIES:

School District No. 1, Multnomah County, 501 N. Dixon, Portland, Oregon 97227 (District).

Multnomah County Juvenile Justice Services Division, Multnomah County, Oregon (County).

RECITALS:

1. County presents itself to District as having staff, facilities, management and experience to perform services required of it by this Agreement.
2. District desires to obtain these services.

AGREED:

1. County shall maintain an attendance of 30 full-time equivalent (one full-time equivalent equals 222 school days of attendance in a fiscal year) school age students in an educational program for students who cannot be served in the Portland Public Schools. Students shall be residents of the District as verified by District enrollment services. Of the youth served, a minimum of twenty (20) FTE students will be referred from the County as part of its "diverted" population from the state training schools, and a minimum of five (5) FTE students will be referred by the District when it is determined they are eligible for alternative schooling under ORS 339.250 and are not currently benefitting from attendance in the public school system but can benefit from the County's program. The remaining five (5) FTE students will be used by the District, the County, or Children's Services Division Parole Office. County's contractor shall operate this program in strict compliance with the following:
 - A. County's contractor shall keep the District advised of the goals and objectives of its educational program. The educational program will:
 - (1) Provide basic academic skills instruction using individualized skill curricula in math, reading, and language arts;
 - (2) Meet special education and related service needs as students require, and fulfill state and Federal requirements for Individualized Education Plans as required by Special Education (PL-94142);
 - (3) Provide grade-level appropriate educational programs;
 - (4) Develop short- and long-term individual education goals that are coordinated with the treatment, counseling, and job skill training components.
 - (5) Provide for GED preparation as needed.

- (6) Provide remedial tutoring in course subjects as necessary;
 - (7) Provide an array of elective classes related to student interests and to State graduation credit requirements; and
 - (8) Meet all State educational requirements for each student.
- B. Prior to enrollment each student who was not counted for enrollment purposes in a Portland Public School on October 1, 1994 shall be approved by the Office of Alternative Education in writing using Alternative Education Plan (A). Prior to enrollment each student who was counted for enrollment purposes in any Portland Public School on October 1, 1994 shall be recommended by a Portland Public Schools principal or principal's designee in writing using Office of Alternative Education Forms 2 and 3, which includes Alternative Education Plan (B). The County's contractor shall inform the District of its progress on these plans by submitting a completed Alternative Education Plan (A) for each student on that plan, and making mid-year and year-end reports of student progress for students on Alternative Education Plan (B). Each Alternative Education Plan (A) and (B) expires at the end of this Agreement.

Special Education students shall be served under Alternative Education Plans (A) or (B). An Individualized Education Plan (I.E.P.) must be included as part of these plans and may be substituted. Special Education Direction Services must approve these plans.

Students may not transfer from enrollment in County's contractor program to another alternative education program without prior written approval of the new program's Alternative Education Plan (A) or (B) by the Office of Alternative Education.

- C. County's contractor shall provide to students an educational program as required by District's standards, regulations, and policies, applicable Oregon Administrative Rules and ORS 339.605 to 339.640.
- D. County's contractor shall provide to District a list of all staff members and a criminal records check for each one at the beginning of the school year and for each additional or replacement staff hired during the school year.
- E. County's contractor will complete a District Student Registration Form for each student upon admittance to their program, and update the form according to District regulations when a student leaving the program. The Student Registration Form update shall be due after ten days of the enrollee leaves the program.
- F. County's contractor will furnish to District at least twice each year a list of those full time equivalent students enrolled in its program. This information shall be reported to the Oregon Department of Education by completion of State School Fund Report of ADM in Registered Alternative Programs for Students Attending Pursuant to ORS

339.620, Form 581-3201A-C (Rev. 12/93), supplied by District for ADM reporting. If the fully completed forms are not received by Enrollment Services (331-4262) of District by the time required by District, the District will not receive State School Funds and like amount will immediately be due and owing to District by County. If not paid to District within ten days of billing, this Agreement shall be in default without further action or notice by District.

- G. County's contractor will report to the District, in writing, its evaluation of the success of its educational program, or lack thereof, with respect to each enrollee served under Alternative Educational Plan (A) by submitting a copy of the completed plan to the Office of Alternative Education within ten (10) days of each plan's completion. At the mid-year and year-end of this Agreement, County's contractor will report to District, in writing, its evaluation of the success of its educational program, or lack thereof, with respect to each enrollee served under Alternative Education Plan (B). Each evaluation report shall be subject to approval of District as to form and content. At year-end, County's contractor will report to District referral sources, enrollment and attendance information, characteristics of enrolled students, and any other information deemed relevant to District.
- H. County's contractor shall participate in an annual Evaluation Report to the Superintendent: Alternative Education Programs, which uses as its basis District Standards for Alternative Programs as presented in Board Policy 6.10.022 (Amended 1/27/94). County's contractor shall be reviewed by an alternative education advisory committee, annually, in a method determined by that committee.
- I. It will not in any manner (by express advocacy or other affirmative conduct) seek to compete with District for the attendance of students or engage in any conduct for the purpose of inducing students eligible for attendance in schools of District to refuse such attendance.

- 2. District will pay County for these services an amount not to exceed \$300,000 for the term of this Agreement. The District will pay on a monthly basis. County guarantees that at all times during the term of this Agreement the County's contractor will have an average of thirty (30) full-time approved Portland Public Schools students in attendance each school day. The total maximum number of days of attendance for the term of this contract is 6,660. County will bill District on the fifth of each month for the previous month, payable within 30 days, at a rate of \$45.05 per full day equivalent (a full day equivalent is six hours of instruction by one teacher with a group of six or more students) of attendance. Subsequent payments will be made at a similar time of month through June 30, 1995. County's contractor shall serve 30 FTE students until the end of the term of this Agreement. Billing for attendance of an individual student may not exceed 175 school days during the term of this Agreement. Payment for an individual student commences on the date Alternative Education Plans (A) or (B) are approved by the Office of Alternative Education. County's monthly billings will have attached the number of school days County's contractor was in session that month, an alphabetical list of students served, the date enrollment was approved, the number of school days each student was enrolled that month, and the number of school days the student was in

attendance that month. Billings will have \$45.05 deducted for each day of attendance claimed for students without approval of Alternative Education Plans (A) or (B) by the Office of Alternative Education, or incorrect enrollment dates.

A program budget must be provided at the beginning of the contract period and an actual expenditure/budget report along with an overall operating budget must be provided at year-end.

3. District may audit County's contractor records for compliance with this Agreement. County's contractor shall maintain such records for two years after the termination of this Agreement.
4. County shall, upon expiration or termination of the contract, immediately reimburse to District any amount paid but not earned. Except for those costs chargeable by a public school, County's contractor services under this contract shall be without cost to the student or his/her family.
5. Each parent, when enrolling his/her student, shall sign a copy of the following statement:

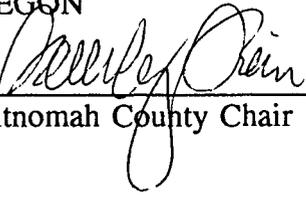
"I understand that alternative services provided are not supervised by the Portland School District and alternative school is not an agent of the District. I will not expect the Portland School District to take any responsibility for any aspect of the program for the services, or the manner in which the services are provided even if the school staff has knowledge of any particular aspect of the program or suggests it as a resource."
6. County's contractor is an independent contractor and shall not for any purpose be deemed or represented to be an agent or employee of the District.
7. The provision of ORS 279.310 through 279.320 hereby are incorporated as if specifically set forth herein.
8. County's contractor shall forward student records to District upon student leaving County's contractor.
9. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, County shall defend and hold harmless District from all claims in any forum resulting from County's contractor performance under this Agreement. County's contractor shall maintain during the term of this Agreement a policy of general liability insurance in an amount of not less than \$500,000 single limit.
10. In performance hereof County's contractor shall not discriminate against any person, student, or teacher because of race, religion, gender, national origin, or handicap.
11. County's contractor shall obtain inspection of its facilities used pursuant to this contract to assure that the facility complies with city and state building, fire, and health codes; the District's air quality standards; and the Environmental Protection Agency's identification and notice standards relative to asbestos.

- 12. Prior to commencement of services hereunder, County shall provide District with evidence that its contractor has workers compensation insurance satisfactory in form, amount and insuring company to District.
- 13. This Agreement is for the period of July 1, 1994 through June 30, 1995.

IN WITNESS WHEREOF, District has executed by authority of Resolution Number { } of its Board of Directors adopted { } 1994 and County has executed by authority of a special resolution of its Board of Directors.

MULTNOMAH COUNTY JUVENILE JUSTICE
SERVICES DIVISION, MULTNOMAH COUNTY, OREGON
OREGON

SCHOOL DISTRICT NO. 1
MULTNOMAH COUNTY,

By: 
Multnomah County Chair

By: _____
Deputy Clerk

Date: August 11, 1994

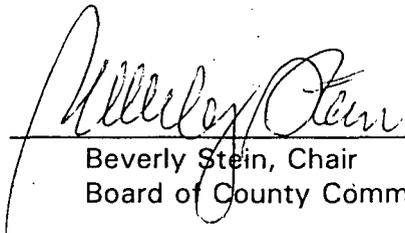
Date: _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

INTERGOVERNMENTAL REVENUE
AGREEMENT
School District No. 1 and
Multnomah County Juvenile Justice Division

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

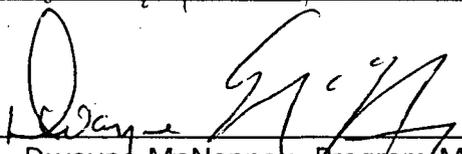
MULTNOMAH COUNTY, OREGON

By: 
Beverly Stein, Chair
Board of County Commissioners

Date: August 11, 1994

By: 
Harold Ogburn, Division Director

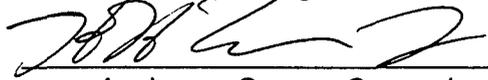
Date: 7/19/94

By: 
Dwayne McNannay, Program Manager

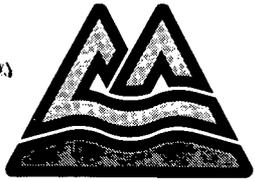
Date: 7/20/94

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel

Date: 27 July 94



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: *[Signature]*
Edm Odegaard

REQUESTED PLACEMENT DATE:

DATE: July 15, 1994

SUBJECT: Amendment #1 to contract #200015 with the Oregon Health Division

- I. Recommendation/Action Requested: The Health Department recommends approval of amendment #1 of this grant award with the Oregon Health Division for the period July 1, 1994 through June 30, 1995.
- II. Background/Analysis: Each year the Oregon Health Division awards the Health Department a grant to fund various health programs in the county. The changes in this amendment initiated by the state are effective upon the Board's ratification. The state requires that any changes reflect the entire grant period July 1, 1994 through June 30, 1995.
- III. Financial Impact: The original award was \$5,158,003 and this amendment will add \$90,961 as follows:
- | | |
|---------------------------------|-----------------|
| State Support for Public Health | \$12,350 |
| Childhood Lead Screening | \$19,470 |
| Perinatal Substance Abuse | \$51,055 |
| Refugee TB | <u>\$ 8,086</u> |
| Total | \$90,961 |
- The new award total is \$5,248,964
- IV. Legal Issues: None.
- V. Controversial Issues: None.

VI. Link to Current County Policies: Continuing to work cooperatively with other governmental agencies in the provision of health care.

VII. Citizens Participation: None.

VIII. Other Government Participation: None.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200015

MULTNOMAH COUNTY OREGON

Amendment # 1

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>8/11/94</u> <u>DEB BOGSTAD</u> REVENUE BOARD CLERK</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/8

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Amend contract to provide additional funds for various programs.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name Oregon Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232
 Phone 731-4029
 Employer ID# or SS# N/A
 Effective Date July 1, 1994
 Termination Date June 30, 1995
 Original Contract Amount \$ 5,158,003
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 90,961
 Total Amount of Agreement \$ 5,248,964

Remittance Address _____ (If Different) _____

Payment Schedule _____ Terms _____

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

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 7/19/94
 Date _____
 Date 27 July 94
 Date August 11, 1994
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
01.	156	015	Various			Various				\$90,961		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

**State of Oregon
OREGON HEALTH DIVISION
Department of Human Resources
NOTICE OF GRANT AWARD**

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date June 27, 1994	This Action Revision #1
3) Award Period From July 1, 1994 Through June 30, 1995		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		375,100	12,350	387,450
Family Planning Agency Grant		N/A	0	(a) (b)
Family Planning Drug Account		N/A	0	(a) (c)
Central Drug Purchasing		84,449	0	84,449 (d)
Child & Adolescent Health Services		N/A	0	(e)
Perinatal		N/A	0	(e) (f)
Babies First		N/A	0	(e) (g)
WIC		1,686,334	0	1,686,334
WATER		6,000	0	6,000
TB-Case Management		47,886	0	47,886
STD/VD		175,978	0	175,978
Childhood Lead Screening		130,000	19,470	149,470

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY95 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- a) Total Family Planning Allocation is 491,440
- b) Total FP Agency Grant must include at least: Teen high risk Services \$16,229
Community Ed/Outreach of \$6,936, and National Priority Project of \$19,040
- c) FP Drug Account (deposited at Multnomah County) is total FP Allocation less FP-agency Grant
- d) Administrative Budget is \$84,449. Drug Funds to be Awarded in Revision #1
- e) Combined CAHS / Perinatal / Babies First! is \$523,327
- f) Perinatal must be at least \$64,816
- g) Babies First! must be at least \$70,453

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$2,500 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of programs and program assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances (*) are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to accept funds, do the work of your programs, and comply with required assurances.

ASSURANCES

- Common Program Assurances
Fiscal Assurances
State Support for Public Health

Programs and Program Assurances(*):

- MCH Common Assurances
Babies First!*
Child & Adolescent Health Services*
Family Planning*
Healthy Beginnings*
Immunization*
Immunization Action Plan*
Perinatal*
School Based Health Centers*
Women's & Children's Health Data Project*
ROMPP (Rural Oregon Minority Prenatal Project)*
WIC (Women, Infants and Children Program)*
HIV/AIDS
HIV/AIDS Prevention Block Grant*
HIV Care Consortia*
HIV Seropositive Wellness Program*
HIV Family of Seroprevalence Surveys (Multnomah County)*
HIV Surveillance Activities (Multnomah County)*
Substance Abuse Survey (Multnomah County)*
STD Control Program*
TB General Case Management & Epidemiology*
Childhood Lead Screening
Drinking Water*

The undersigned agrees to accept state and federal funds and comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY
The Health Division:
Approved by:
Director, Community Services
Deputy Administrator
Date

TO BE COMPLETED BY
The Grantee:
Approved by:
Authorized County or Agency Officer and Title
Beverly Stein, Multnomah County Chair
August 11, 1994
Date

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah County Oregon
By:
Date:

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date June 27, 1994	This Action Revision #1
3) Award Period From July 1, 1994 Through June 30, 1995		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Seroprevalance		107,272	0	107,272
TB Outreach		98,700	0	98,700
Substance Abuse Survey		21,716	0	21,716
Perinatal Substance Abuse		92,369	51,055	143,424
HIV Care Consortia		404,227	0	404,227
School Based Clinic		103,232	0	103,232 (h)
AIDS Surveillance		64,789	0	64,789
Seropositive Wellness		101,470	0	101,470
Refugee TB		36,965	8,086	45,051
HIV Block Grant -- Prevention		545,620	0	545,620 (i) (j)
HIV Block Grant -- Client Services		61,129	0	61,129 (i)
TOTAL		5,158,003	90,961	5,248,964

5) Remarks:

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY95 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

h) \$51,616 Jefferson; \$51,616 Grant

i) Combined Block Grant funding for HIV Prevention and Client Services is \$ 606,749

j) A minimum of \$91,800 must be used for focussed outreach to gay/bisexual men.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$2,500 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

OREGON HEALTH DIVISION

The following is a list of the titles of programs and program assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances (*) are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to accept funds, do the work of your programs, and comply with required assurances.

ASSURANCES

- Common Program Assurances
Fiscal Assurances
State Support for Public Health

Programs and Program Assurances(*):

- MCH Common Assurances
Babies First!*
Child & Adolescent Health Services*
Family Planning*
Healthy Beginnings*
Immunization*
Immunization Action Plan*
Perinatal*
School Based Health Centers*
Women's & Children's Health Data Project*
ROMPP (Rural Oregon Minority Prenatal Project)*
WIC (Women, Infants and Children Program)*
HIV/AIDS
HIV/AIDS Prevention Block Grant*
HIV Care Consortia*
HIV Seropositive Wellness Program*
HIV Family of Seroprevalence Surveys (Multnomah County)*
HIV Surveillance Activities (Multnomah County)*
Substance Abuse Survey (Multnomah County)*
STD Control Program*
TB General Case Management & Epidemiology*
Childhood Lead Screening
Drinking Water*

The undersigned agrees to accept state and federal funds and comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY
The Health Division:
Approved by:

Director, Community Services

Deputy Administrator

Date

TO BE COMPLETED BY
The Grantee:
Approved by:

Authorized County or Agency Officer and Title
Beverly Stein, Multnomah County Chair

August 11, 1994

Date
REVIEWED:
LAURENCE KRESSEL, County Counsel for Multnomah County, Oregon
By:
Date: 8/11/94

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK



August 1, 1994

Dear Chief Elected Official:

On behalf of the National Association of Counties, I would like to present you with your county's 1994 NACo Achievement Award certificate(s).

Begun 25 years ago, the NACo Achievement Award program gives national recognition to progressive county government programs. Since its inception, it also has been an important source of information for the NACo staff in its efforts to promote the cause of county government. Given the strong participation of your county, I look forward to another outstanding 25 years for this program.

Congratulations!

Sincerely,

A handwritten signature in cursive script that reads "Sharon Lawrence".

Sharon Lawrence
Research Director

Enclosure



DEPARTMENT OF
HUMAN
RESOURCES

July 25, 1994

Dear Home of Your Own Applicant,

I am writing at this time to announce the Oregon Home of Your Own Project and related statewide demonstration opportunities for persons with developmental disabilities. The Home of Your Own Project is a federally funded grant project operating under the University of New Hampshire's Institute on Disability. Project funds will be used to create a national technical assistance center designed to foster broad-based systems change and dramatically increase person-owned/controlled housing for people with disabilities throughout the county. The Oregon Office of Developmental Disability Services has been selected as the first state to participate in this project.

In Oregon, Home of Your Own plans to use this project to foster new and expanded approaches to community housing for people with disabilities that are more consistent with having a home of one's own. The project is targeting two major outcomes.

First, Home of Your Own will create a home ownership demonstration project. This will be accomplished by building a number of regional applicant pools made-up of individuals who would like to own a home and are able to qualify for home ownership. Ten individuals with developmental disabilities will be selected from the regional pools and will be given the financial and technical assistance necessary to assist in purchasing their own homes over the next 18 months. If additional resources can be found, Home of Your Own plans to expand the regional pools to include applicants statewide.

MENTAL HEALTH
AND
DEVELOPMENTAL
DISABILITY SERVICES
DIVISION

Administration
945-9499

Office of Developmental
Disability Services
945-9774

Office of Mental Health
Services
945-9700

Barbara Roberts
Governor

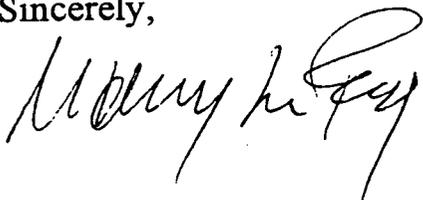


2575 Bittern Street NE
Salem, OR 97310-0520
Hearing Impaired
(503) 945-9836
FAX (503) 373-7951

Second, the project will create the infrastructure, opportunities, and resources necessary to continue making home ownership a realistic goal for Oregonians with developmental disabilities.

If you are seriously considering home ownership for yourself or a family member, please take a moment to read through the attached information. If after you read this information you want your name to be placed in the home ownership applicant pool, please complete and return the enclosed application by 5pm on October 21, 1994. If you have any questions or just want to learn more about the Home Of Your Own please feel free to contact Sue Stoner at (503) 945-9817.

Sincerely,

A handwritten signature in cursive script, appearing to read "Mary Lee Fay".

Mary Lee Fay, Chief of Development, Training & Technical Assistance
Office Developmental Disability Services

enclosures

Oregon Home of Your Own Project

Mental Health & Developmental Disability Services Division

Office of Developmental Disability Services

2575 Bittern St. NE

Salem, Oregon 97310

Mary Lee Fay (503) 945-9787

Sue Stoner (503) 945-9817

Fax (503) 373-7274

Home Ownership Demonstration Application Announcement

I. Project Overview

The Oregon Home of Your Own Project was created to provide opportunities for home ownership for people with developmental disabilities who are able to bring their community supports into the project. Home of Your Own plans to accomplish this goal in part by creating a Home Ownership Demonstration Project.

Between July 1994 and December 1995, the project will:

1. Establish up to five regional pools made up of qualified applicants who are motivated to pursue home ownership as a housing option, and are able to bring their community supports (natural, state/county funded, or both) with them as part of the plan; and
2. Award Home Ownership Demonstration Packages to ten individuals from the qualified applicant pool. (The demonstration packages are made up of a blend of financing options to be used in combination with the individual's assets to purchase their own home.)

Each individual, couple, and/or family and their support team will also receive the training and technical assistance necessary to successfully complete the home purchase and loan process.

II. Criteria for Awarding Home Ownership Demonstration Packages

An applicant pool will be created to build a list of individuals that are eligible for assistance from the Home of Your Own Project. All interested individuals may be considered for the qualified applicant pool by completing the Home Ownership Application Form.

II. Criteria for Awarding Demonstration Packages continued:

Home Ownership Demonstration Packages will be awarded to qualified applicants using the following criteria:

- A) Upon request, ability to provide documentation that:
 - 1. The applicant(s) has a developmental disability;
 - 2. The applicant(s) is 21 years of age or older; and
 - 3. If purchasing as a couple, the relationship is established.
 - 4. The applicant(s) is a first-time home buyer or has not purchased a home in the last three years.

- B) Motivation and/or need for purchasing a single family home, apartment, condo, etc.

- C) A clean credit history or with assistance from the project, the ability to build a clean credit history.

- D) Applications submitted by individuals, couples (this may include two friends who have an established relationship) or families (one of two parents must have a developmental disability) will be given priority.

- E) The applicant's **income** (wages, personal injury awards, trust fund monies or interest, etc.), **entitlement** (food stamps, social security, veterans benefits, etc.), and/or **assets** (cash gifts from family members, materials or cash assistance from nonprofit groups, donations from businesses, etc.) that can be applied toward home ownership and long-term maintenance.

- F) Ability to demonstrate "supports" needed to live in their own homes are: a) available with no new county or state funding; and b) adequate for ensuring the individual's health, safety, and general well-being. ["Supports" can be natural supports, or current state/county funded supports, or both.].

- G) Ability to demonstrate strong connections with the community (For example, a couple may have strong ties to a network of family and friends, or a group of close friends, or an ISP team, or be part of a circle of support, etc.) that the applicants(s) can count on for support during the purchase and long-term maintenance of their home.

III. Selection and Award Process

All applications will be reviewed by a team of representatives from the Home of Your Own Project. Project awards based on the criteria described above.

Proposals must be received at the Oregon Office of Developmental Disability Services no later than 5:00pm on October 21, 1994. Please send or fax two copies of each application to:

Office of Developmental Disability Services
Attention: Sue Stoner
2575 Bittern St. NE
Salem, OR 97310-0520
Fax (503) 373-7274

You may be asked to present your proposal in person, and/or provide additional information, and/or be available for an in-home interview. Applicants will be notified of award decisions on or about November 7, 1994. Questions may be addressed to Sue Stoner at (503) 945-9817.

IV. Description of Ownership Demonstration Awards

Financing for this project has not been finalized. All awards are contingent upon securing the financing from a number of public and private sources. Options may include:

- A) Mortgages on a fixed interest rate with a 30-year term.
- B) Availability of grant or mortgage buy-down funds based on need.
- C) Donations of some household furnishings

Additional assistance may be available based upon the availability of regional housing and other community resources.

V. Disclosure of Application Information

Due to the use of public dollars to finance this project, any or all information may become available to the general public. Any information you may provide by completing the Home of Your Own Project's "Home Ownership Demonstration Application," and/or any related materials submitted, and/or information gathered in related interviews is **not** protected by any known federal or state confidentiality laws.

MEETING DATE: AUG 11 1994

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Surrendering Jurisdiction of a portion of Cherry Park Road (S.W. 18th Way to the City of Troutdale.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 248-3838
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

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

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

Order setting date for public hearing in the Matter of Surrendering jurisdiction to the City of Troutdale of a portion of Cherry Park Road (SW 18th Way), County Road No. 571 from NE Cherry Park Road easterly.

8/11/94 copies to Bob Pearson & Betsy Williams

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG - 2 PM 4: 04

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BOB PEARSON

TODAY'S DATE: July 22, 1994

REQUESTED PLACEMENT DATE: August 11, 1994 or August 25, 1994

RE: Surrendering Jurisdiction of a Portion of Cherry Park Road (SW 18th Way)

I. Recommendation/Action Requested:

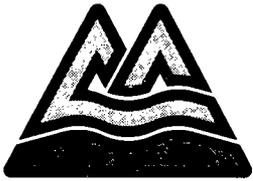
Establish a public hearing date to consider objections or testimony to determine if the transfer is necessary, expedient or in the best interest of the County to surrender jurisdiction as required by O.R.S. 373.270(4). The public hearing date must be at least 20 days from the date of the Board authorizing the hearing as per O.R.S. 368.411(4).

II. Background/Analysis:

Request by Troutdale to transfer jurisdiction of road to them due to development in the area.

III. Financial Impact:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
2115 S.E. MORRISON
PORTLAND, OREGON 97214
(503) 248-5000

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

July 19, 1994

Board of County Commissioners
606 Courthouse
Portland OR 97204

RE: Cherry Park Rd (SW 18th Way), County Road No. 571 from NE Cherry Park Rd.,
County Road No. 4849 Easterly to Vacated Portion of Cherry Park Rd., County Road
No. 571 (Surrendering Jurisdiction to City of Troutdale - No. _____).

Enclosed is an Order setting a date for a hearing in the matter of surrendering jurisdiction
over a portion of the above referenced road to the City of Troutdale. It is the
recommendation of this department:

- (1) That the Board set a date for a public hearing to consider any objections or testimony
in this matter.
- (2) That the Director of the Department of Environmental Services prepare and file a
report with the Board of County Commissioners, indicating whether it would be to the
best interest of the County to surrender jurisdiction of this road.
- (3) That the County Engineer be directed to give due and legal notice of said hearing in
accordance with the provisions of the Oregon Revised Statutes.

Very truly yours,

BETSY WILLIAMS, Director
Dept. of Environmental Services

Enc: Order
Sketch

RPVH1231.LTR

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Surrendering Jurisdiction to the City)	
of Troutdale, a portion of NE Cherry Park Road)	O R D E R
(SW 18th Way), a portion of County Road No. 571)	
lying within the corporate limit of the City of)	No. 94-147
Troutdale.)	

It appearing by Resolution No. 94-1091 dated March 8, 1994, from the City of Troutdale in the matter of surrendering jurisdiction over the following portion of Cherry Park Rd (SW 18th Way) lying within the corporate limits of the City of Troutdale, to wit:

A parcel of land in Section 35, T1N, R3E, W.M., Multnomah County, Oregon, as described as follows:

All of that portion of Cherry Park Road (SW 18th Way), County Road No. 571, lying between the easterly right-of-way line of NE Cherry Park Rd., County Road No. 4849, and that portion of Cherry Park Rd, County Road 571 vacated by Order recorded in Book 1776, Page 2482 dated September 6, 1984 in Multnomah County records.

ORDERED, that the Director of the Department of Environmental Services prepare and file a report with the Board of County Commissioners, indicating whether it would be to the best interest of the County to surrender said portion of said Cherry Park Road (SW 18th Way) to the City of Troutdale;

FURTHER ORDERED, that the 8th day of September, 1994, at the hour of 9:30 a.m., at Room 602, Multnomah County Courthouse, Portland, Oregon, be fixed as the time and place for hearing the matter, considering the report of the Director, and considering any objections or testimony offered by any person interested; and determine whether it is necessary, expedient or for the best interest of the County to surrender jurisdiction of said portion of said Cherry Park Road to the City of Troutdale; and

BE IT FURTHERED ORDERED, that Larry Nicholas, County Engineer, or his designated representative, is hereby directed to give due and legal notice of said hearing in accordance with the provisions of the Oregon Revised Statutes.

ORDER

Dated this 11th day of August, 1994



Larry F. Nicholas
By: Larry F. Nicholas,
County Engineer

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein
BEVERLY STEIN, CHAIR

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

John DuBay
John DuBay, Assistant County Counsel

MEETING DATE: AUG 11 1994

AGENDA NO: R-3

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract with the City of Gresham for implementation of the Landlord-Tenant Mediation Program.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: consent

DEPARTMENT: _____ DIVISION: Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España TELEPHONE: 248-3691

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Development and implementation of the Landlord-Tenant Mediation Program for residents of mid-county and Gresham.

Funds are included in the Community & Family Services Division adopted FY 1994-95 budget.

8/11/94 ORIGINALS TO CELIA MURRAY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Lorenzo Poe*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

bcc

BOARD OF
COUNTY COMMISSIONERS
1994 AUG - 2 PM 2:12
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners
FROM: Lorenzo Poe, Director
Community and Family Services Division *SP/RE*
DATE: August 1, 1994
SUBJECT: FY 1994-95 Contract with City of Gresham

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the contract with the City of Gresham for landlord-tenant mediation services for mid-county and Gresham, for the period July 1, 1994 through June 30, 1995.

II. Background/Analysis: The Landlord-Tenant Mediation Program is a pilot project funded through the Family and Community Partnership Project. The project's goal is housing stabilization services for homeless prevention. Landlord-Tenant Mediation services will be provided through East Metro Mediation, a project of the City of Gresham, serving the East County areas outside of Portland.

Landlords and tenants will receive conflict resolution and mediation services in an effort to prevent the loss of housing to low-income households.

III. Financial Impact: None. Funds for this contract are included in the Community and Family Services Division adopted budget.

IV. Legal Issues: n/a

V. Controversial Issues: n/a

VI. Link to Current County Policies: n/a

VII. Citizen Participation: The Landlord-Tenant Mediation Program's Advisory Committee meets as needed to advise on the structure and policy of the program. The Committee consists of a representative from the following organizations:

Multi-Family Housing Council of Oregon
Oregon Apartment Association
Multnomah County Legal Aid Service
Human Solutions
Multnomah County District Court Landlord-Tenant Mediation Program
Neighborhood Mediation Center
East Metro Mediation Center

VIII. Other Government Participation: This agreement sets up a mechanism for coordination among local governments.

95gresh

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102865

Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-3</u> DATE <u>8/11/94</u></p> <p align="center"><u>DEB BOGSTAD</u></p> <p align="center">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: July 18, 1994

Contract Originator: _____ Phone: _____ Bldg/Room: _____

Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd

Description of Contract: Mediation services for mid-County and Gresham.

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

ORS/AR # _____ Contractor is MBE WBE JQRF

<p>Contractor Name: <u>City of Gresham</u></p> <p>Mailing Address: <u>1333 NW Eastman Parkway</u> <u>Gresham, OR 97030</u></p> <p>Phone: <u>(503) 669-2684</u></p> <p>Employer ID# or SS#: <u>93-6002176</u></p> <p>Effective Date: <u>July 1, 1994</u></p> <p>Termination Date: <u>June 30, 1995</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: <u>\$1,620</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES: Department Manager: Soleya Poe / PC Date: 8/1/94

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: John L. DeB... Date: 8/10/94

County Chair/Sheriff: Merilee Stein Date: August 11, 1994

Contract Administration: _____ Date: _____
(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND
1.	156	010	1262		90CA	6060		1773	FAS	\$1,620	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

INTERGOVERNMENTAL AGREEMENT

102865

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and

City of Gresham
1333 NW Eastman Parkway
Gresham, OR 97030,

(hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Community and Family Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from July 1, 1994 through June 30, 1995, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

A. Development and implementation of the Landlord-Tenant Mediation Program to include:

1) Participation in the Advisory Committee for development, implementation and oversight of the program.

2) Assistance in developing and providing training for volunteers in the program.

3) Oversight and assistance to the volunteer coordinator for East County volunteer mediators.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$1,620.00 for performance of those services provided hereunder, in accordance with the following conditions:

Invoice monthly including a brief summary of activities toward achieving program goals.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR agrees to complete and submit standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

CITY OF GRESHAM

By William Adams 7/27/94
Program Manager Date
Community Action Program Office

By _____ Date _____
Bonnie Kraft
Gresham City Manager

By Shirley Rose 8/1/94
Director Date
Community & Family Svc Division

93-6002176
Federal I.D. #

By Beverly Stein 8/11/94
Date
Multnomah County chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Laurence Kessel 8/1/94
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

**CITY OF GRESHAM**

Office of the City Manager
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 669-2535
FAX (503) 665-7692

The City of Gresham is self-insured for workers' compensation and provides coverage to its employees for compensable claims as a self-insured employer under the provisions of ORS Chapter 656.

MEETING DATE: AUG 11 1994

AGENDA NO: R-4

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Contract with City of Portland Parks and Recreation, to Fund El Club Summer Camps for Spanish Speaking Children

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: _____ **DIVISION:** Community & Family Svcs

CONTACT: Lorenzo Poe/Rey España **TELEPHONE:** 248-3691
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Rey España/Clara Padilla Andrews

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Community and Family Services Division is allocating \$5,700 to support El Club, a summer camp program for children who are in a Spanish Immersion program or who speak Spanish at home. Funds will be used to support camp operations and provide scholarships for low income children.

This is a new service/contract for the Community and Family Services Division.

8/11/94 ORIGINALS TO Celia Truarez

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Lorenzo Poe/RS*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

elclub95.bcc

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1994 AUG - 2 PM 2 12



MULTNOMAH COUNTY OREGON

COMMUNITY AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. FIFTH AVENUE, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3691 / FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director
Community and Family Services Division *JP/RZ*

DATE: July 8, 1994

SUBJECT: FY 1994-95 Contract with City of Portland, for *El Club* Summer Camp
for Spanish-Speaking Children

I. Recommendation/Action Requested: The Community and Family Services Division recommends Board of County Commissioner approval of the intergovernmental agreement with the City of Portland for the period upon execution through September 30, 1994.

II. Background/Analysis: The Community and Family Services Division is contracting with the City of Portland to support *El Club*, a summer camp program for elementary school age children who are enrolled in a Spanish Immersion program or who speak Spanish at home. The funds will support camp operations and provide scholarships for low income children.

This is a new commitment of funds for the Division.

III. Financial Impact: The contract is for \$5,700. Funds are included in the Division budget.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: This program supports efforts to provide Spanish speaking children will access to developmentally appropriate educational and recreational activities and could be linked to prevention of anti-social behavior of juveniles.

VII. Citizen Participation: *El Club* was developed and initiated by parents and community providers; it has support of Hispanics in Unity, a non-profit organization. The City of Portland, Parks and Recreation is the actual sponsor of the program, in coordination with these other groups.

VIII. Other Government Participation: *El Club* is funded through joint efforts of City of Portland, Portland Public Schools, Oregon State University Extension 4-H, Bonneville Power Administration, Multnomah County, Templeton Foundation, Metropolitan Arts Commission, and parents from Ainsworth School.

elclub95.srs

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 102895
Amendment # _____

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$15,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$15,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p><input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-4</u> DATE <u>8/11/94</u> <u>DEB BOGSTAD</u></p> <p align="center">BOARD CLERK</p>
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Department: _____ Division: Community & Family Services Date: July 8, 1994
 Contract Originator: _____ Phone: _____ Bldg/Room: _____
 Administrative Contact: Cilla Murray Phone: 248-3691-6296 Bldg/Room: 161/2nd
 Description of Contract: Contract supports El Club, a summer camp program for Spanish speaking children.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name: <u>City of Portland, Parks & Rec</u></p> <p>Mailing Address: <u>426 N.E. 12th</u> <u>Portland, OR 97232</u></p> <p>Phone: <u>(503)823-4328</u></p> <p>Employer ID# or SS#: <u>93-6002236</u></p> <p>Effective Date: <u>Upon Execution</u></p> <p>Termination Date: <u>September 30, 1994</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>5,700</u></p>	<p>Remittance Address (if different) _____</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Per Invoice</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	---

REQUIRED SIGNATURES:

Department Manager: [Signature] Date: July 8, 1994

Purchasing Director: _____ Date: _____
(Class II Contracts Only)

County Counsel: [Signature] Date: 27 July 94

County Chair/Sheriff: [Signature] Date: August 11, 1994

Contract Administration: _____ Date: _____
(Class I, Class II/Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	INC DEC IND
01	156	010	1352		50CM	6060		1729	CGG	\$5,700	

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and

City of Portland, Parks and Recreation
426 N.E. 12th
Portland, Oregon 97232

(hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Community and Family Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from upon execution through September 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR shall sponsor *El Club*, consisting of three two-week summer camp sessions for children entering first grade through sixth grade who are in a Spanish Immersion Program or who speak Spanish in the home. The camp sessions shall be held in Spanish. CONTRACTOR shall also make available scholarships to *El Club* for children of low income families.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$5,700 for performance of those services provided hereunder, in accordance with the following conditions:

1) COUNTY funds shall be used to support the operations of the summer camps and to provide scholarships for low income children.

2) COUNTY shall pay CONTRACTOR upon receipt of an itemized billing showing how the funds were used. Documentation shall include a log of children receiving scholarships through this contract.

B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce contract funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, shall be provided to COUNTY upon COUNTY'S request.

B. In the event that CONTRACTOR'S Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

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

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the CONTRACTOR agrees to complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

This Agreement contains the entire Agreement between the parties and supersedes all prior written or oral discussions or Agreements.

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers the date first written above.

MULTNOMAH COUNTY, OREGON

CITY OF PORTLAND

By *James Edmund* 7/11/94
Program Manager Date
Childrens Mental Health & Youth Prog.

By _____
Commissioner-in-Charge Date

By *Soleya Poe/RS* 7/8/94
Director Date
Community & Family Svc Division

By *Beverly Stein* 8/11/94
Beverly Stein Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

APPROVED AS TO FORM:
Jeffrey L. Rogers, City Attorney

By *[Signature]* 7/27/94
Date

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 8/11/94
DEB BOGSTAD
BOARD CLERK

MEETING DATE: AUG 11 1994

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, August 11, 1994

Amount of Time Needed: 5 - 10 MINUTES

DEPARTMENT: DES DIVISION: Transportation/Bridge Section

CONTACT: Stan Ghezzi/Lillie Walker TELEPHONE #: 248-3322/5111

BLDG./ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: Stan Ghezzi/Lillie Walker

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request of the Board of County Commissioners as Public Contract Review Board for approval of an Exemption to contract with Unistrut Portland to install, test, and certify the "Mansafe" fall protection system for the Hawthorne Bridge.
8/4/94 COPIES OF NOTICE AND APPLICATION TO PCRB list,
LILLIE WALKER & STAN GHEZZI

SIGNATURE REQUIRED:

8/11/94 COPIES OF NOTICE AND ORDER TO PCRB list,
LILLIE WALKER & STAN GHEZZI
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Paul Boye* *Lillie Walker*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

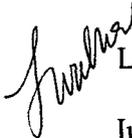
Any Questions: Call the Office of the Board Clerk 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
1994 AUG - 2 PM 4:22
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

 Lillie Walker, Purchasing Director

TODAY'S DATE:

July 28, 1994

REQUESTED PLACEMENT DATE: August 11, 1994

RE: Request for PCRB Sole Source Exemption to contract with Unitstrut Portland to design, install, test and certify a proprietary lifeline fall protection system attached to the Hawthorne Bridge Tower ladders (stairways).

I. Action Requested:

DES, Transportation is requesting approval of an exemption from the competitive bid process to contract Unistrut Portland to design, install, test and certify a proprietary lifeline fall protection system to be attached to the Hawthorne Bridge Tower ladders (stairway).

II. Background/Analysis:

On September 14, 1993, Multnomah County was cited by OR-OSHA because ladders (stairways) accessing the top of the Hawthorne Bridge counter weight towers did not meet current fall protection requirements. When the Hawthorne Bridge was built in 1910, fall protection/safety rules and regulations were not in existence.

Bridge Section and Transportation Division Safety staff met with OR-OSHA officials to obtain clarification of the citation to determine the existing access way being either a stairway or ladders since different corrections are required.

Bridge Section staff evaluated alternatives, i.e., replacement of the existing tower access ways at a cost of \$300,000 to the installation of the proprietary "Mansafe" fall protection system by Unistrut Portland. The combined cost to install the "Mansafe" system, plus platform railings and anchor installed by County forces is estimated at \$70,000. On April 15, 1994, the County submitted the "Mansafe" fall protection system to OR-OSHA for approval and the approval was granted on July 8, 1994. The authorized correction date now allows the County only 75 days to correct the fall protection system.

I. Financial Impact:

The total cost to correct the ladders is estimated to be \$70,000. Failure to correct the existing problem within the time allowed by OR-OSHA could result in civil liability from commercial river users and a fine of up to \$2,000.

IV. Legal Issues:

The Hawthorne Bridge ladders need to be repaired due to an OR-OSHA citation against Multnomah County.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Compliance with safety policies and practices.

VIII. Other Government Participation:

None.

TO: Lillie
FROM: Jan 
DATE: July 25, 1994
SUBJECT: EXEMPTION REQUEST FROM THE BRIDGE SHOP

Lillie, as you can see by her note, both Franna & I have some concerns about this exemption request. Stan Ghezzi called me originally and asked me to tell him how to word this for either an emergency or a sole source to get it through the system. I advised him what the determining factors for a sole source or an emergency exemption was and he still wanted me to tell him which way or how he should do it. I did not feel it fell into either one of those categories and asked Franna to call him. When she spoke with him, she gave him virtually the same information and referred him to the RFP administrative rule. Apparently she received this exemption request immediately before she left.

It has been known to the Bridge Shop since September of 1993 that this issue would need to be addressed and they have not asked for assistance from Purchasing until this time. They appeared to pursue several 'alternatives' but have provided not information about who or what those alternatives were or what the criteria was to make the decision to use "Mansafe" They have not indicated what the requirements were, or even how they were determined. It also appears that they made only one proposal to the state for approval.

I believe this would easily lend itself to a competitive process (the old adage applies "your delay does not make for my emergency"). Although we may be subject to further penalty or fines, it certainly appears that the Bridge Shop has attempted to circumvent the competitive process.

If you have any questions, please let me know.

Jan

IM47



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

July 15, 1994

TO: Lillie Walker, Director
Purchasing Section

DATE: *Betsy Williams*

FROM: Betsy Williams, Director
Department of Environmental Services

SUBJECT: Request For Exemption From The Competitive Bid
Process To Contract With Unistrut Portland

Date Action Required: IMMEDIATE

PURPOSE

The purpose of this memorandum is to request an exemption from the competitive bid process to enter into an agreement with Unistrut Portland to design, install, test and certify a proprietary lifeline fall protection system attached to the Hawthorne Bridge Tower ladders (stairways). The contract to include specialized equipment. The amount of the contract is estimated not to exceed \$40,000. The requested exemption is for both an emergency and sole source requirement.

BACKGROUND

On September 14, 1993, Multnomah County Oregon received an OR-OSHA Citation because ladders (stairways) accessing the top of the Hawthorne Bridge counter weight towers did not meet current fall protection requirements. The Hawthorne Bridge was built in 1910 when fall protection/safety rules and regulations were not in existence.

Access along and to the top of the Hawthorne Bridge towers at weekly intervals are necessary so bridge maintenance staff can lubricate and maintain mechanical, electrical and structural components to ensure the functional reliability of the moveable lift span. Failure to maintain the systems will result in operational malfunctions of the draw span impacting surface traffic and navigational users.

Federal rules and regulations require bridge openings for navigational traffic. Failure to do so will subject the County to civil liability from commercial river users and a fine up to \$2000, one year imprisonment or both for the Bridge Operator.

On November 10, 1993, Bridge Section staff and Transportation Division safety staff met with OR-OSHA official to obtain clarification of the citation to determine the existing access way being either a stairway or ladder since different corrections are required.

RECEIVED
PURCHASING SECTION

94 JUL 18 PM 12:47

MULTNOMAH COUNTY

From mid November 1993 to mid April 1994, Bridge Section staff evaluated several alternatives. The alternatives varied from replacement of the existing tower access ways at a cost estimated at \$300,000 to the installation of the proprietary "ManSafe" fall protection system by Unistrut Portland. The combined cost to install the "Mansafe" system by Unistrut Portland plus platform railings and anchor installed by County forces is estimated at \$70,000.

On April 15, 1994, the County submitted to OR-OSHA for approval the "ManSafe" fall protection system with correction in 165 days.

On July 8, 1994, the County received approval for the "ManSafe" fall protection system installation from OR-OSHA with a correction date by September 30, 1994. The authorized correction date now allows the County only 75 days.

FINDING OF FACTS

Pursuant to Administrative Procedure No. PUR-1, Section X covering specific exemptions, the requested exemption is made because of the emergency requirement to install the fall protection system and that the contractor is a sole source supplier. More specifically, the following is offered:

1. Utilization of the Hawthorne Bridge tower access ways by maintenance staff is necessary to ensure the functional reliability of the bridge moveable lift span.
1. Other fall protection systems were evaluated, but did meet the necessary requirements.
1. The "ManSafe" fall protection system is the only fall protection system approved by OR-OSHA for installation on the Hawthorne Bridge tower access ways.
2. The "ManSafe" system is a proprietary life line system designed, installed, tested and certified by Unistrut Portland.
3. Unistrut Portland is the only authorized supplier of the "ManSafe" system in the Portland area.
4. Unistrut Portland has previous experience with installations of the "ManSafe" fall protection system on ODOT bridges.
5. A prompt execution of a contract is required to remedy the situation. The County has a correction date of September 30, 1994 or approximately 75 calendar days to install the fall protection system on the Hawthorne Bridge tower access ways to avoid further penalty or fines.

CONCLUSION

It is the recommendation of this Department and the County Engineer that Unistrut Portland be exempt from the competitive bid process in order to design, install, test and certify the proprietary "ManSafe" lifeline fall protection system that will be attached to the Hawthorne Bridge Tower ladders (stairways) and also furnish specialized equipment. The amount of the contract estimated not to exceed \$40,000.

cc: LFN/SMG/Vance File
AA

exempt.sg



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

July 15, 1994

TO: Betsy Williams
Larry Nicholas *rel for RSM*

DATE:

FROM: Stan Ghezzi *SG*

SUBJECT: Request For Exemption From The Competitive Bid
Process To Contract With Unistrut Portland

Attached is a memorandum to Lillie Walker requesting an exemption from the competitive bid process to enter into an agreement with Unistrut Portland for the design, installation, testing and certification of the proprietary "ManSafe" lifeline fall protection system that is to be attached to the Hawthorne Bridge tower ladders (stairways). The amount of the contract is estimated not to exceed \$40,000. Installation of the fall protection system is required to abate an OR-OSHA citation we received last year.

cc: LFN/SMG/Vance File



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 • 248-5219
TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider two applications of Thursday, August 11, 1994, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding a Contract with Unistrut Portland to Design, Install, Test and Certify the "Mansafe" Fall Protection System and in the Matter of Exempting from the Competitive RFP Process to Contract with Landis Gyr Powers for Energy Management and Control Systems.

A copy of the applications are attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277 or 248-5222.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**

**Carrie A. Parkerson
Office of the Board Clerk**

enclosure

*cc:Lillie Walker
Craig Calkins
Stan Ghezzi*

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD**

In the Matter of an Exemption From Public)
Bidding to contract with Unistrut Portland)
to Design, Install, Test and Certify the)
"Mansafe" Fall Protection System)

APPLICATION

Application to the Public Contract Review Board is hereby made on behalf of a request from the DES, Transportation Division, pursuant to the Board's Administrative Rule AR 10.110 adopted under the provisions of ORS 279.015, for an order of exemption to contract with Unistrut Portland to design, install, test and certify the "Mansafe" fall protection system on the Hawthorne Bridge ladders. The estimated contract price is \$70,000.

This Exemption Request is due to the following facts:

1. On September 14, 1993, Multnomah County received an OR-OSHA Citation because ladders (stairways) accessing the top of the Hawthorne Bridge did not meet current fall protection requirements. The Hawthorne Bridge was built in 1910 when fall protection safety rules and regulations were not in existence.
2. County Transportation Safety Division and Bridge Section staff met with OR-OSHA officials to clarify the citation. From November 1993 to April 1994, the staff evaluated several alternatives that varied from replacement of the existing tower access ways at a cost of \$300,00 to the installation of the proprietary "Mansafe" fall protection system by Unistrut Portland at an estimated cost of \$70,000 total cost.
3. On July 8, 1994, the County received approval for the "Mansafe" fall protection system installation from OR-OSHA with a correction date by September 30, 1994. This date allows the County only 75 days to install the new system.
4. The condition of the Hawthorne Bridge Tower ladders has been cited as a health and safety violation. Failure to correct the bridge openings could result in a fine of up to \$2,000.
5. Alternate methods to correct the Hawthorne Bridge ladders were explored and the "Mansafe" system is the most cost effective and efficient method to correct the system within the time allowed by OR-OSHA.

The Department of Environmental Services has funds budgeted for this project.

Dated this 28th day of July, 1994.


Lillie Walker, Director
Purchasing and Central Stores

Attachments



MULTNOMAH COUNTY OREGON

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

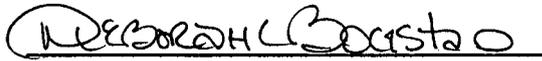
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TANYA COLLIER • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, August 11, 1994, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 94-148 in the Matter of an Exemption from Public Bidding to Contract with Unistrut Portland to Design, Install, Test and Certify the "Mansafe" Fall Protection System.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**


Deborah Bogstad
Office of the Board Clerk

enclosure
cc: Lillie Walker
Stan Ghezzi

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption from Public)
Bidding to contract with Unistrut Portland to)
design, install test and certify the "Mansafe")
Fall Protection system.)

ORDER
94-148

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and AR 20.030, a request from the Department of Environmental Services (DES) a sole source an exemption to contract with Unistrut Portland to design, install, test and certify the "Mansafe" fall protection system. The contract price is estimated to be \$70,000.

It appearing to the Board that the request for exemption, as it appears in the application, is based upon the fact that the Multnomah County was cited by OR-OSHA because ladders accessing the top of the Hawthorne Bridge counter weight towers do not meet current fall protection requirements. OR-OSHA has approved the "Mansafe" fall protection system and allowed the County 75 days to correct the condition that was cited.

It appearing to the Board that this request for an exemption is in accord with the requirements of ORS 279.015 and PCRBR Rule AR 10.110; it is therefore

ORDERED that a contract with Unistrut Portland for install the "Mansafe" fall protection system be exempted from competitive bidding.

Dated this 11th day of August, 1994.



Laurence Krassel, County Counsel
for Multnomah County, Oregon
or Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By Beverly Stein
Beverly Stein, County Chair

MEETING DATE: AUG 11 1994

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB EXEMPTION REQUEST

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, August 11, 1994

Amount of Time Needed: 5 - 10 MINUTES

DEPARTMENT: DES DIVISION: Facilities and Property Management

CONTACT: Craig Calkins/Lillie Walker TELEPHONE #: 248-3322/5111

BLDG./ROOM #: 421/1st

PERSON(S) MAKING PRESENTATION: Craig Calkins/Lillie Walker

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request of the Board of County Commissioners as Public Contract Review Board for approval of an Exemption to contract with Landis Gyr Powers for energy management and control systems.

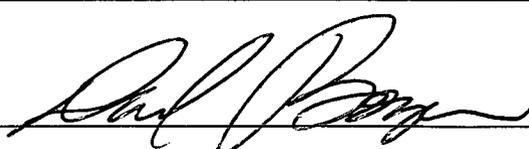
8/11/94 COPIES OF NOTICE & APPLICATION TO PCRB LIST, LILLIE WALKER & CRAIG CALKINS

SIGNATURE REQUIRED:

8/11/94 COPIES OF NOTICE & ORDER TO PCRB LIST, LILLIE WALKER & CRAIG CALKINS

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURE

Any Questions: Call the Office of the Board Clerk 248-3277/248-2222

1994 AUG 12 PM 4:22
CLERK OF BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Lillie Walker, Purchasing Director

TODAY'S DATE: July 28, 1994

REQUESTED PLACEMENT DATE: August 11, 1994

RE: Request for PCRB Exemption to contract with Landis Gyr Powers for Electronic Building Control System and Equipment

I. Recommendation/ Action Requested:

DES, Facilities and Property Management Division is requesting approval of an exemption from the competitive bid process to continue a contract with Landis Gyr Powers to provide Electronic Energy Management System with control systems and components.

II. Background/ Analysis:

The Purchasing Section, issued and awarded a competitive RFP for the referenced contract with a start date of April 26, 1991.
The contract expired on June 30, 1994.

The Facilities and Property Management Division's request for exemption is based upon the fact that the Landis Gyr Energy Management and Control System is installed in the major County buildings and replacement component parts for maintenance of the system must be compatible with the existing equipment.

III. Financial Impact:

Minimum estimated cost saving for the Justice Center alone is \$32,000. Other savings are in Landis Gyr Power training received by Facilities Management Operations and Maintenance staff to work on the system, and the ability to diagnose and correct problems in the various building by remote control in the Ford Building.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Current County policies allow for Exemptions from the competitive bid and RFP process.

VIII. Other Government Participation:

None.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

MEMORANDUM

To: Lillie Walker, Director, Purchasing

From: F. Wayne George, Director Facilities and Property Management *F. Wayne George*

Date: May 16, 1994

Subj: Exemption to Bid; Request for

Facilities and Property Management is requesting an exemption to renew our existing three year term agreement with Landis Gyr Powers (LGP), which expired June 30, 1994, based upon the following information:

A. Background:

1. In 1990, Facilities Management completed a formal RFP process to purchase and install an Energy Management Systems with control systems and components. LGP was awarded the contract.
2. The reasons for the RFP were as follows:
 - a. Electronic building control systems offer many advantages over older technologies such as:
 - i. They provide for a higher level of control which results in increased energy efficiencies.
 - ii. They require less maintenance.
 - iii. They allow for centralized control of our myriad of building systems.

- b. The County had been installing Energy Management and control systems as part of remodels and new construction. The need for standardization became painfully obvious for the following reasons:
 - i. The industry had and still has no standard protocol for design and functionality.
 - ii. Each system had it's own learning curve and required a high level of training and understanding.

B. Current Status:

- 1. Several of our major building's HVAC systems are now remotely monitored and controlled from the Ford Building. Often, rather than having to dispatch an engineer each time there was a problem reported it can be diagnosed and corrected from this central location through our current LGP system.
 - b. LGP systems are installed in the following County facilities - Justice Center, County Courthouse, Central Library, Kelly Building, Mead Building, and the New Juvenile Justice Complex. Total investment in LGP equipment probably would exceed \$750,000.
 - c. Our Operations and Maintenance personnel have undergone several weeks worth of LGP specific training. This easily exceeds 500 man hours of training time invested.
 - d. LGP has had only modest pricing increases (< the CPI) and no labor increases over the 3 year term of the current agreement. (In fact they are proposing a decrease labor cost in the new contract if renewed.)
2. It is deemed appropriate to request an exemption to bid in order to continue the standardization process throughout the County. Additional reasons are:
- a. As other County facility's are upgraded to the new energy management control system technology, they need to be compatible with our current systems.

- b. It would be cost prohibitive to change to a different energy management and control system in all of our LGP equipped facilities at this time.
 - c. The County would lose its initial investment of capital and labor if it changed to a different energy management and control system.
 - d. LGP systems are currently being specified as part of four major Energy retrofit projects (Justice Center, McCoy Building, Central Library and Courthouse).
3. The purpose of the contract is to provide system components, technical support, and support services to maintain currently installed LGP energy management systems, as well as any future systems that are installed, or the upgrading of current systems.

We would propose that a standard PCRB Contract be issued for a period of ten years, to cover the following types of purchases:

- a. Annual Service agreements would be covered under this contract (via purchase orders), with annual increases not to exceed the national CPI index. Currently we have two agreements; the Justice Center @ \$30,000 per year and the Central Monitoring and Control Station at Facilities and Property Management @ \$2,500 per year. It should be noted that the system currently installed in the Justice Center is scheduled to be upgraded, to a current state of the art system, during the next fiscal year. The \$30,000 per year service agreement costs will be substantially reduced at that time, to a \$500-\$1000 per year level.
 - b. Individual component pricing would be based a fixed discount of 37.5% off LGP's Nationally Published Price List, updated annually.
 - c. Labor rates based on a reduction of 4.8% from the current rates and only allowed to inflate annually in an amount not to exceed the National CPI index.
4. The funds budgeted for this contract would not be encumbered, with actual encumbrances being initiated by the issuance of Purchase Orders for services rendered on request by the County.

5. The contract could be cancelled by the County and/or renegotiated on sixty (60) days written notice.
6. The contract could be terminated at any time, with cause, by the County or the Contractor upon giving not less than (30) days written notice of termination to the other party.

B. FINDING OF FACT:

1. ORS 279.015(2):
 - a. The approval of this exemption request would not encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts.
 - b. The awarding of the exemption in this instance will result in a very substantial savings to the County.
2. PCRB Admin Rule 20.030(2):
 - b. In every instance where the County has installed a LGP system, it was the result of the public bid process.

C. CONCLUSIONS:

1. This request is in compliance with the cited laws, in that it does not promote favoritism. All current installations were authorized for purchase using standard approved purchasing practices.
2. Standardization, and the utilization of a single vendor, will definitely result in substantial cost savings to the County, which is also clearly in the best interests of the County. Further, the County will be afforded a better platform for planning to meet the energy management needs of all County facilities, which we currently own or may acquire in the future.
3. Hopefully, within the time frame of this contact, we will begin to see some standardization of equipment and communication protocols in the industry between manufacturers. If so, the need for further exemptions will no longer be necessary.

cc: Craig Calkins
Gary Hall



MULTNOMAH COUNTY OREGON

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

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CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider two applications of Thursday, August 11, 1994, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of Exempting from Public Bidding a Contract with Unistrut Portland to Design, Install, Test and Certify the "Mansafe" Fall Protection System and in the Matter of Exempting from the Competitive RFP Process to Contract with Landis Gyr Powers for Energy Management and Control Systems.

A copy of the applications are attached.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Office of the Board Clerk at 248-3277 or 248-5222.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**


Carrie A. Parkerson
Office of the Board Clerk

enclosure

*cc:Lillie Walker
Craig Calkins
Stan Ghezzi*

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD**

In the Matter of an Exemption From the)
Competitive RFP process to contract with)
Landis Gyr Powers for Energy Managment)
and Control Systems)

APPLICATION

Application to the Public Contract Review Board is hereby made on behalf of a request from the DES, Facilities and Property Management Division, pursuant to the Board's Administrative Rule AR 20.030 adopted under the provisions of ORS 279.015, for an order of exemption to contract with Landis Gyr Powers for energy management and control systems and proprietary components for heating, ventilation, and air conditioning (HVAC) systems in various County Buildings. The exemption period requested is five years. The estimated annual contract price \$300,000. Proprietary component parts are on a requirements basis with escalators based upon the Consumer Price Index.

This Exemption Request is due to the following facts:

1. Landis Gyr Powers was awarded the contract through a competitive RFP process on April 26, 1991. Since that time the energy management and control systems have been installed in a number of the major County buildings. The total investment in Landis Gyr equipment is estimated to be in excess of \$750,000.
2. Facilities Management Operations and Maintenance personnel have undergone approximately 500 man-hours of Landis Gyr system training and are able to work on the system.
3. Most of the buildings where the system is installed are now remotely monitored from the Ford Building and problems can be diagnosed and corrected from this central location.
4. The Landis Gyr Powers Energy Maintenance and Control System is proprietary, therefore, any new management and control system and component parts must be compatible with the existing system.
5. Cost savings in the Justice Center are estimated to be \$30,000. Other savings are through use of trained County staff maintenance of some of the systems and the ability to centrally diagnose and correct the system from a remote site rather than dispatching an engineer to correct problems. Energy management systems normally have a 2 - 3 year payback through reduced energy consumption.

The DE S Facilities and Property Management funds budgeted for this project are based upon actual encumbrances and initiated by Purchase Orders for services rendered each year.

Dated this 28th day of July 1994.



Lillie Walker, Director
Purchasing and Central Stores

Attachments



MULTNOMAH COUNTY OREGON

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

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CLERK'S OFFICE • 248-3277 • 248-5222

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, August 11, 1994, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 94-149 in the Matter of an Exemption from Public Bidding to Contract with Landis Gyr Powers for Energy Management and Control System.

A copy of the Order is attached.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD**



*Deborah Bogstad
Office of the Board Clerk*

*enclosure
cc: Lillie Walker
Craig Calkins*

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD**

In the Matter of an Exemption from Public)
Bidding to contract with Landis Gyr Powers)
for Energy Management and Control System)

ORDER
94-149

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to review, pursuant to ORS 279.015 and AR 20.030, a request from the DES, Facilities and Property Management Division, for a exemption to contract with Landis Gyr Powers for energy management and control systems in various County buildings. The annual contract price is estimated to be \$300,000. Proprietary component parts are on a requirements basis with escalators based upon the Consumer Price Index.

It appearing to the Board that the request for exemption, as it appears in the application, is based upon the fact that the Facilities and Property Management Division contracted with Landis Gyr Powers through a competitive RFP for energy management and control systems and components approximately 5 years ago. The contract is for maintenance of systems currently installed which require Landis Gyr Powers System for compatibility. Buildings that are currently under the maintenance contract are the Justice Center, County Courthouse, Central Library, Kelly and Mead Buildings and the Juvenile Justice Complex.

It appearing to the Board that this request for an exemption is in accord with the requirements of ORS 279.015 and PCR B Rule AR 20.030; it is therefore

ORDERED that the contract with Landis Gyr Powers be exempted from the competitive bid/RFP process for a period of five years.



Dated this 11th day of August, 1994.

Laurence Kressel, County Counsel
for Multnomah County, Oregon
or Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By Beverly Stein
Beverly Stein, County Chair