

PLEASE PRINT LEGIBLY!

MEETING DATE Nov 5/1992

NAME Louise Weidlich

ADDRESS 7726 SW Capital Hill Rd

STREET

Portland Oregon

CITY

ZIP CODE

Regarding the election
I WISH TO SPEAK ON AGENDA ITEM # _____

SUPPORT _____ OPPOSE _____

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

11/5/92

NAME

Penny Malmquist

ADDRESS

STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-16

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

11/5/92

NAME

Keith Burns

ADDRESS

1100 SW 67 Ave #1105

STREET

Portland Ore
CITY

97204
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • 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

NOVEMBER 2 - 6, 1992

- Tuesday, November 3, 1992 - 9:30 AM - Agenda ReviewPage 2
- Tuesday, November 3, 1992 - 10:15 AM - Board Briefings. . . .Page 2
- Thursday, November 5, 1992 - 9:30 AM - Regular Meeting. . . .Page 2

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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, November 3, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of November 5, 1992.

Tuesday, November 3, 1992 - 10:15 AM
Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-2 Analysis of Forfeitures Process in Multnomah County. Presented by Mark Campbell and Tom Simpson. 30 Minutes Requested. 10:15 AM TIME CERTAIN.
- B-3 Presentation of the Portland Exposition Center Facilities Plan (Exop Master Plan) and Financing Options. Presented by Bill McKinley, Bob Nilsen, Patricia Shaw and Rebecca Marshall Chao. One Hour Requested. 10:45 AM TIME CERTAIN.
-

Thursday, November 5, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 Ratification of an Intergovernmental Agreement Renewal, Contract #201193, Between the Metropolitan Education Service District and Multnomah County Health Department, to Pay a Maximum of \$7,250 to Provide Immunization and TB Liaison Services During the 1992/1993 School Year as Required by the Oregon State Health Division, for the Period November 2, 1992 through May 15, 1993
- C-2 Ratification of an Intergovernmental Agreement, Contract #201203, Between Multnomah County Health Department and the Oregon Health Sciences University, School of Dentistry, to Provide Educational Learning Experiences for Dental Students at County Clinics, Upon Execution through September 1, 1997

DEPARTMENT OF SOCIAL SERVICES

- C-3 Ratification of an Intergovernmental Agreement, Contract #103253, Between Multnomah County, Mental Health, Youth and Family Division and Barlow-Gresham Union High School District No. U2-20 JT, to Pay \$20,000 for Core Mental Health Services for Students, for the Period September 1, 1992 through June 30, 1993

- C-4 Ratification of an Intergovernmental Agreement, Contract #103263, Between Multnomah County, Mental Health, Youth and Family Division and Centennial District No. 28J, to Pay \$22,500 for Core Mental Health Services for Students, for the Period September 1, 1992 through June 30, 1993
- C-5 Ratification of an Intergovernmental Agreement, Contract #103273, Between Multnomah County, Mental Health, Youth and Family Division and Parkrose School District No. 3, to Pay \$12,500 for Core Mental Health Services for Students, for the Period September 1, 1992 through June 30, 1993
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NON-DEPARTMENTAL

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 PUBLIC HEARING in the Matter of a Request by Gregory Shipp to Repurchase Two Parcels of Property Located in the Columbia Gorge Near the Scenic Highway by Bridal Veil, Tax Account Properties #R 94515-0170 and #R 94515-0180 (30 Minutes Requested) 92-190
- R-2 FINAL ORDER in the Matter of Granting a Way of Necessity Pursuant to a Petition Filed by the McQuinn Family Pioneer Cemetery Association of Oregon and Maxine Daily 92-191
- R-3 PROCLAMATION in the Matter of Proclaiming November 5, 1992 as ARTISTS AGAINST HUNGER DAY 92-192
- R-4 First Reading of an ORDINANCE to Amend Multnomah County Code 2.30.300 to Eliminate the Justice Coordinating Council
 Second Reading Thursday, Dec. 3, 1992
- R-5 RESOLUTION in the Matter of Participating in the Public Safety Council 92-193

RB + GH Joke do

Motion to Deny Appeal to Repurchase

APP

APP

APP

APP

APP

R-6 RESOLUTION in the Matter of Developing a Comprehensive Plan for the Provision of Gaming Law Enforcement and Gambling Addiction Treatment Services in Multnomah County 92-194

R-7 Second Reading and Possible Adoption an ORDINANCE Amending Ordinance No. 693, Relating to the Creation of the Multnomah County Peace Task Force and the Thousand Cranes Peace Award 736

MANAGEMENT SUPPORT

R-8 Second Reading and Possible Adoption of an ORDINANCE Amending Ordinance No. 733, in Order to Revise, Add and Delete Exempt Salary Ranges 737

R-9 Ratification of an Intergovernmental Agreement, Contract #500283, Between the Tri-County Metropolitan Transportation District of Oregon (Tri-Met) and Multnomah County, Purchasing, Contracts & Stores Division, for Funding the Minority/Women Business Enterprise Feasibility Study

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-10 RESOLUTION Setting a Hearing Date in the Matter of the Surrendering Jurisdiction to the City of Portland All County Roads Within the Areas Annexed to the City of Portland Effective June 30, 1992 Hearing Date set for Dec. 17th, 1992 @ 9:30am 92-195

JUSTICE SERVICES

DISTRICT ATTORNEY

R-11 Budget Modification DA #4 Requesting Authorization to Reclassify Support Enforcement Division Technicians to Support Enforcement Division Agents Within the District Attorney's Office

DEPARTMENT OF SOCIAL SERVICES

R-12 Budget Modification DSS #32 Requesting Authorization to Increase the Housing and Community Services Division Budget by \$250,000 Federal Grant Funds to Pay for a Homeless Families Support Services Demonstration Project

R-13 Ratification of an Intergovernmental Agreement, Contract #103333, Between the City of Troutdale and Multnomah County, Housing and Community Services Division, to Allocate \$45,650 of Federal Community Development Block Grant (CDBG) Funds to Assist the City to Reconstruct a Portion of S.E. Seventh Street, For the Period Upon Execution to September 30, 1994

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R-15 Ratification of an Intergovernmental Agreement, Contract #104612, Between Multnomah County, Housing and Community Services Division and the State Housing and Community Services Department, to Void the Existing Memorandum of Understanding Regarding Funds (\$25,000) for Rent Assistance for Low Income Veterans

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SUPPLEMENTAL AGENDA

Thursday, November 5, 1992 - 9:30 AM

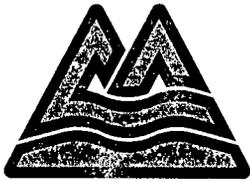
Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF HEALTH

ADD
R-17 Budget Modification MCHD #10. Recognizes the Receipt of a Grant from the Federal Maternal and Child Health Program for Parent/Child Service Center Based Health Services

0203/28
cap



MULTNOMAH COUNTY OREGON

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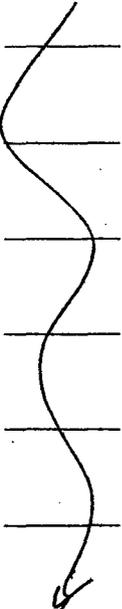
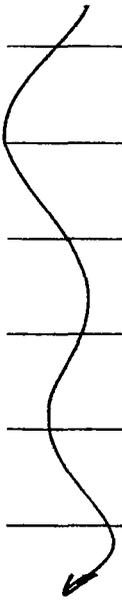
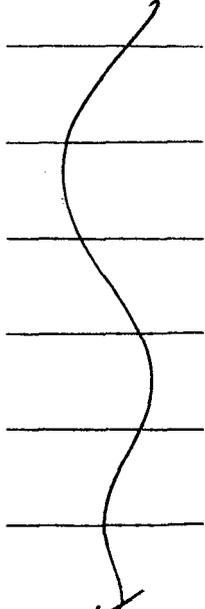
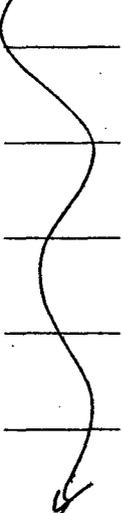
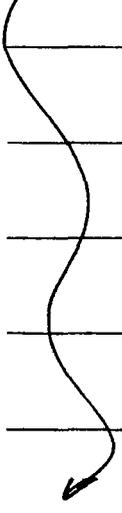
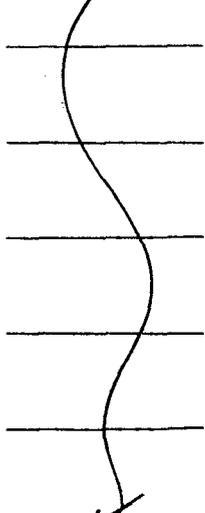
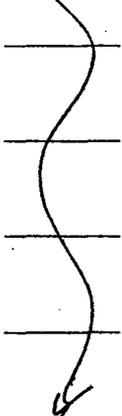
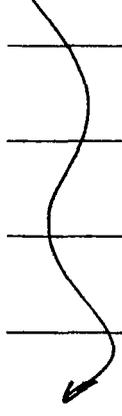
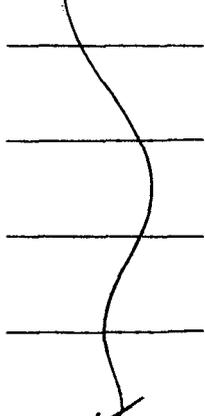
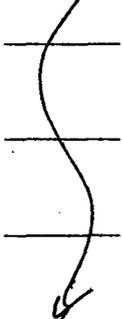
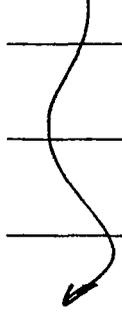
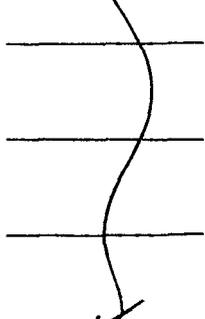
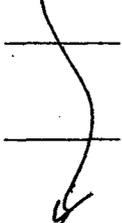
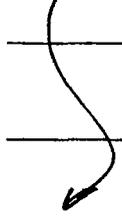
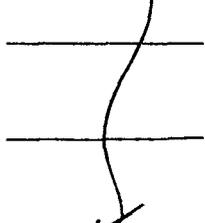
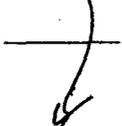
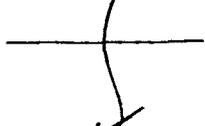
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PUBLIC COMMENT

R-16 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 11-5-92

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1</u>	<u>SK</u>	<u>PA</u>	<u>APP</u>
<u>C-2</u>			
<u>C-3</u>			
<u>C-4</u>			
<u>C-5</u>			
<u>C-6</u>			
<u>C-7</u>			
<u>C-8</u>			
<i>Motion to deny Repeal of the <u>Properties</u></i>			
<u>R-1</u>	<u>PA</u>	<u>SK</u>	<u>APP</u>
<u>R-2</u>	<u>GA</u>	<u>PA</u>	<u>APP</u>
<u>R-3</u>	<u>RB</u>	<u>SK</u>	<u>APP</u>
<i>First Reading Approved. Second Reading Scheduled for Thursday Dec. 3, 1992.</i>			
<u>R-4</u>	<u>GA</u>	<u>SK</u>	<u>APP</u>
<u>R-5</u>	<u>GA</u>	<u>SK</u>	<u>APP</u>
<u>R-6</u>	<u>GA</u>	<u>SK</u>	<u>APP</u>
<u>Amend.</u>	<u>GA</u>	<u>RB</u>	<u>APP</u>

RB } NO
 GA }
 SK } obtain
 RB }

6678

BOARD OF COUNTY COMMISSIONERS
 FORMAL BOARD MEETING
 RESULTS

MEETING DATE: 11-5-92 p. 2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-7</u>	<u>RB</u>	<u>SK</u>	<u>App</u>
<u>R-8</u>	<u>GA</u>	<u>PA</u>	<u>App</u>
<u>R-9</u>	<u>GA</u>	<u>SK</u>	<u>App</u>
<i>Motion to set Public Hearing Date for Thursday, December 17th, 1992 @ 9:30 am</i>			
<u>R-10</u>	<u>PA</u>	<u>GA</u>	<u>App</u>
<u>R-11</u>	<u>GA</u>	<u>PA</u>	<u>App</u>
<u>R-12</u>	<u>PA</u>	<u>GA</u>	<u>App</u>
<u>R-13</u>	<u>GA</u>	<u>PA</u>	<u>App</u>
<u>R-14</u>	_____	_____	<u>App</u>
<u>R-15</u>	<u>GA</u>	<u>PA</u>	<u>App</u>
<u>R-16</u>	_____	_____	_____
<u>R-17</u>	<u>PA</u>	<u>GA</u>	<u>App</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Meeting Date: NOV 0 5 1992

Agenda Number: C-1

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Agreement with Multnomah Education Service District

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of intergovernmental agreement with Metropolitan Service District in which County in which county will pay contractor to provide Immunization and TB Liaison Services during the 1992/1993 school year as required by the Oregon State Health Division.

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 23 PM 4:37
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)

Sent Original BGA + Contacts to Tom Fronk 11-5-92



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

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MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill ^{Bell} Odegaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department ^{Tom}

DATE: October 13, 1992

SUBJECT: Agreement with Multnomah Education Service District (MESD)

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Multnomah Education Service District for the period November 2, 1992, to and including May 15, 1993.

Analysis: The County will pay the Metropolitan Education Service District a maximum of \$7,250 for the provision of immunization and TB liaison services during the 1992-93 school year. The services will be provided for 22.6 days during January, February, and March. Schools are required by the Oregon Health Division to provide assistance in compiling data regarding school/facility compliance.

Background: This contract was in effect for school year 1991-92 and is being renewed for 1992-93.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 201193
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>11/5/92</u></p> <p style="text-align: center;"><i>Christa Peterson</i> BOARD CLERK</p>
--	--	---

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Provision of Immunization and TB Liaison Services during 1992/93 school year.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Metropolitan Education Service District

Mailing Address 11611 N.E. Ainsworth Circle
Portland, Oregon 97220

Phone 255-1841

Employer ID# or SS# N/A

Effective Date November 2, 1992

Termination Date May 15, 1993

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 7,250

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Invoice Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager B. Degeard

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 10/20/92

Date _____

Date 10-23-92

Date 11/5/92

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	0755			6110		1300		\$7,250	
02.											
03.											

AGREEMENT

This Agreement is made and entered into by MULTNOMAH EDUCATION SERVICE DISTRICT (MESD) and MULTNOMAH COUNTY, OREGON (County).

W I T N E S S E T H

The parties agree that County will pay for and MESD will provide Immunization and TB Liaison Services during the 1992/1993 school year.

SECTION I MESD agrees to:

- A. Provide assistance to the County in orienting and training temporary County staff regarding school district primary review process and secondary review activities.
- B. Provide input regarding development and coordination of computer printouts and exclusion materials/activities among schools, County and MESD.
- C. Provide consultation to the County on recommended changes in rules and regulations by the Oregon State Health Division.
- D. Provide assistance in compiling data regarding school/facility compliance as required by the Oregon State Health Division.
- E. Evaluate computer programs to process Multnomah County immunization and tuberculosis exclusion letters.
- F. Print from computer database all exclusion orders and other necessary documents for Multnomah County public school students who are in non-compliance with state or county immunization or tuberculosis rules or statutes.
- G. Provide consultation and assistance to County staff responding to inquiries from parents, school/facility personnel, and community health care providers relating to exclusion process.

SECTION II The County agrees to pay to MESD a maximum of \$7250 for the performance of those services provided for hereunder for 22.6 days during January, February and March, which payment shall be based upon the following applicable terms:

- A. \$5,500 to furnish services mentioned above
- B. \$1,350 in printing and Data Processing personnel costs
- C. Maximum of \$400 for reimbursement of mailing costs

Said sum shall be paid to MESD within thirty(30) days of invoice. The term of this agreement shall be from November 2, 1992 through and including May 15, 1993.

SECTION III Parties agree to the "Standard Provisions" which are listed below and incorporated into this Agreement.

STANDARD PROVISIONS

Both parties to the AGREEMENT of which these standard provisions are a part do promise and mutually agree as follows:

- A. Both parties agree that neither party shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, acts of God or public enemy, unusually severe weather, strikes, legal acts of public authorities or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.
- B. Each party affirms that it will not discriminate in any way against any person who is an employee or applicant for employment, and will not limit, segregate or classify such person in any way which would deprive or tend to deprive such person of employment opportunities because of such person's race, religion, color, sex, marital status, national origin or age.
- C. This AGREEMENT may be terminated in whole or in part by mutual agreement of both parties. Furthermore, either party may terminate this AGREEMENT in whole or in part because of the failure of the other party to fulfill any provision of this AGREEMENT and such termination is effective when the other party receives written notice of the termination at its principle office.
- D. Any alteration, variation, modification or waiver of any provisions of this AGREEMENT shall have effect at the time it has been reduced to writing, duly signed and attached to this AGREEMENT.
- E. This AGREEMENT contains all the terms and conditions agreed upon by the parties regarding the subject matter of this AGREEMENT. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS THEREOF, the parties have executed this Agreement.

MULTNOMAH EDUCATION SERVICE DISTRICT

MULTNOMAH COUNTY, OREGON

Jerry W. Shiveley
 Dr. Jerry Shiveley
 Deputy Superintendent

Gladys McCoy
 Gladys McCoy, County Chair

Date: 07 OCTOBER 1992

Date: 11/5/92

Approved as to form:
[Signature]
 County Counsel

Date: 10-23-92

(CON002.92)

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-1 DATE 11-5-92
Arnie A. Peterson
 BOARD CLERK

Meeting Date: NOV 05 1992

Agenda Number: C-2

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of intergovernmental agreement with Oregon Health Sciences University

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: _____

Contact: Fronk Telephone: x4274

Person(s) Making Presentation: Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of intergovernmental agreement with Oregon Health Sciences University, School of Dentistry providing educational learning experiences for Dental students at county clinics. No direct costs are involved in the contract for the county.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 23 PM 4:37

Signatures

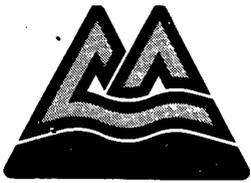
Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)

Sent Original OGA & Contracts to Tom Fronk 11-5-92.



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
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odgaard, Director
Health Department

FROM: Tom Fronk, Business Services Manager
Health Department *Tom*

DATE: October 16, 1992

SUBJECT: Intergovernmental Agreement for Education Between Oregon Health Sciences University, School of Dentistry, and Multnomah County

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Oregon Health Sciences University School of Dentistry for the period upon execution to and including September 1, 1997.

Analysis: The Oregon Health Sciences University can improve the quality of its dental education programs if it is affiliated with a clinical teaching facility. County dental clinics can provide a portion of the necessary learning experience for dental students. No direct costs will be charged to Multnomah county or Oregon Health Sciences University.

Background: The county has similar clinical learning experiences with other schools of Oregon Health Sciences University.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 201203

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement
		<p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>11/5/92</u> <i>Carrie A. Parkerson</i> BOARD CLERK</p>

Department Health Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Educational learning experience for Dental students at county clinics.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Sciences University School of Dentistry

Mailing Address 3181 S.W. Sam Jackson Park Road Portland, Oregon (97201-3098)

Phone 494-5075

Employer ID# or SS# 93-0692164

Effective Date Upon execution

Termination Date September 1, 1997

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ N/A

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 Billie Odgaard

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 10/19/92

Date _____

Date 10-23-92

Date 11/5/92

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	0810			6110		0300		N/A	
02.											
03.											

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

INTERGOVERNMENTAL
AGREEMENT FOR EDUCATION
BETWEEN
OREGON HEALTH SCIENCES UNIVERSITY
SCHOOL OF DENTISTRY
AND
MULTNOMAH COUNTY

D-92-013

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 5th day of November, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred to as "COUNTY"), and the State of Oregon, acting by and through the State Board of Higher Education on behalf of the Oregon Health Sciences University, School of Dentistry, (hereinafter referred to as "UNIVERSITY").

WITNESSETH:

WHEREAS, UNIVERSITY operates a qualified School of Dentistry which educates and trains dental students/residents (hereinafter called Students);

WHEREAS, the dental education program is intended to provide Students with a variety of structured learning experiences, including the provision of direct patient care under supervision, which may include participation in structured learning experiences outside of the UNIVERSITY;

WHEREAS, UNIVERSITY can improve the quality of its dental education programs if it is affiliated with a clinical teaching facility;

WHEREAS, affiliation with a qualified dental school will be beneficial to COUNTY;

WHEREAS, COUNTY can provide a portion of the learning experience for Students;

WHEREAS, COUNTY is willing to accept and UNIVERSITY is willing to assign Students to participate in clinical learning experiences in COUNTY's facilities upon the terms and conditions hereinafter set forth;

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, to and including September 1, 1997, unless sooner terminated under the provisions hereof.

2. Services.

a. This Agreement covers an affiliation of the below listed staff of the following administrative units of COUNTY and the UNIVERSITY:

i. COUNTY - Health Department, Dental Division

ii. School of Dentistry - full-time academic appointees of the Department of Public Health Dentistry.

b. The number of students to be assigned, their clinical instruction schedules, and further terms and conditions of their assignment shall be mutually agreed upon by UNIVERSITY and COUNTY. It is understood that such teaching programs will not interfere with COUNTY's primary mission of providing care to its patients.

c. Students retain their status as students at UNIVERSITY School of Dentistry when they are assigned or rotated to COUNTY hereunder. They are subject to School of Dentistry policies and practices,

including those relating to discipline, at all times. In addition, COUNTY must be able to regulate the activities of persons on its premises including those assigned under this Agreement. COUNTY may in its discretion cause any student whom it finds unsatisfactory to withdraw from instruction on its premises; however, COUNTY will, to the extent that circumstances permit, give advance notice to the School of Dentistry and to the student that such student has been found to be unsatisfactory, stating the reason and specifying a date of withdrawal from COUNTY.

- d. UNIVERSITY will, at periodic intervals, review the content and quality of those academic courses and programs covered by this Agreement. In the course of such review which may include a site visit, UNIVERSITY will evaluate COUNTY personnel responsible for the academic courses and their credentials, their interest in teaching and the quality of their teaching. UNIVERSITY will examine the facilities and equipment available to students and the number and types of clinical cases available. COUNTY will cooperate in furnishing data to UNIVERSITY and discuss any issues identified with UNIVERSITY.
- e. It is mutually agreed that by the terms of this Agreement COUNTY has not granted or delegated any of its powers, statutory, implied, administrative, dental or otherwise, to the UNIVERSITY, and that the treatment of COUNTY patients and the use of the equipment, the hiring, acceptance and assignment of personnel, will be and remain within the jurisdiction of COUNTY. Also, this Agreement in no way constitutes a delegation of COUNTY's power to determine the admissibility and eligibility of patients for care, and this Agreement in no way confers upon the UNIVERSITY the right to possess, use or control any COUNTY property, except as may be required to perform its obligations under this Agreement.
- f. By signing this Agreement, the UNIVERSITY's President or its Vice President for Development and Public Affairs or its Dean of the School of Dentistry authorizes third and fourth year dental students to provide patient care services pursuant to this Agreement at COUNTY facilities.
- g. This Agreement may be terminated by either party upon six months written notice to the other party, or upon such other notice as may be mutually acceptable to both parties. Unless otherwise agreed, termination of this Agreement is effective only at the conclusion of an academic year.

Notwithstanding the foregoing, either party may terminate this Agreement for a substantial breach of the Agreement, after giving the other party notice of the breach and a reasonable opportunity, not to exceed 30 days, to correct the breach.

- h. Any notice required or permitted to be given pursuant to this Agreement shall be in writing and addressed as follows:

MULTNOMAH COUNTY: Billi Odegaard, Director
Gordon Empey, DMD, MPH, Dental Health Officer
Health Department
426 SW Stark, 8th Floor
Portland, OR 97204

UNIVERSITY: David C. Bunnell
Contract Officer
Oregon Health Sciences University
Mail Code: GH 16
3181 SW Sam Jackson Park Road
Portland, OR 97201

Hank J. Van Hassel, DDS, MSD, PhD
Dean, School of Dentistry
Oregon Health Sciences University
611 SW Campus Drive
Portland, OR 97201

3. Contractor is Independent Contractor.

- a. UNIVERSITY is an independent contractor and is solely responsible for the conduct of its programs. UNIVERSITY, its employees and agents shall not be deemed employees or agents of COUNTY.
- b. UNIVERSITY shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of UNIVERSITY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and Article XI, Section 7 of the Oregon Constitution.
- c. UNIVERSITY students are covered by the State of Oregon self-insurance plan, pursuant to ORS 30.260 and subject to the limitations in ORS 30.270 while at COUNTY, when acting within the scope of their authority.
- d. COUNTY shall defend, hold and save harmless UNIVERSITY, its officers, agents, and employees from damages arising out of the tortious acts of COUNTY, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

4. Workers Compensation.

- a. Both parties 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.

5. Contractor Identification.

UNIVERSITY shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

6. Subcontracts and Assignment.

UNIVERSITY shall neither subcontract with others for any of the work prescribed herein, nor assign any of UNIVERSITY'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 UNIVERSITY.

7. Access to Records.

The parties agree to permit authorized representatives of the other party, and/or the applicable Federal or State government audit agency to make such review of their records as the other party or its auditor may deem necessary to satisfy audit and/or program evaluation purposes. UNIVERSITY shall permit authorized representatives of COUNTY Health Division to site visit all programs covered by this Agreement.

8. Waiver of Default.

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provision of this Agreement.

9. Adherence to Law.

- a. COUNTY and UNIVERSITY 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. COUNTY and UNIVERSITY shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation 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 or handicap. In that regard, COUNTY and UNIVERSITY must comply with all applicable provision of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4. COUNTY AND UNIVERSITY will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

10. Modification.

- a. In the event that COUNTY's Agreement obligation is amended by a federal or state initiated change, COUNTY shall amend this Agreement through written notification of changes sent to UNIVERSITY by mail. UNIVERSITY shall sign the amendment and return to COUNTY within twenty (20) working days of receipt of COUNTY's notification document.
- b. Any other amendments to the provisions of this Agreement, whether COUNTY or UNIVERSITY initiated, shall be reduced to writing and signed by both parties.

11. Integration.

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

12. Record Confidentiality.

UNIVERSITY agrees to keep all client records confidential in accordance with State and Federal statutes and rules governing confidentiality.

13. Litigation.

UNIVERSITY shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against UNIVERSITY or any subcontractor of which UNIVERSITY may be aware of which may result in litigation related in any way to this Agreement.

14. Oregon Law and Forum.

This Agreement shall be construed according to the law of the State of Oregon.

15. Certification Regarding Lobbying.

- a. No federal appropriated funds can be or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or an 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.
- b. 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 contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

State of Oregon, acting by and through
the State Board of Higher Education on
behalf of the Oregon Health Sciences
University, School of Dentistry

MULTNOMAH COUNTY, Oregon

By: David C. Bunnell 9/9/92
Thomas G. Fox, Ph.D. Date
for Vice President for Development
and Public Affairs

By: Gladys McCoy 11/5/92
Gladys McCoy Date
Multnomah County Chair

HEALTH DIVISION

By: Henry J. Van Hassel
Henry J. Van Hassel, DDS, MSD, PhD
Dean, School of Dentistry

By: Billi Odegaard 10/15/92
Billi Odegaard Date
Director

HEALTH DIVISION

By: Rendon B Emery 10/15/92
Rendon B Emery Date
Program Manager

REVIEWED:

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

By: [Signature] 10.23.92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 11-5-92
Clara A. Parkinson
BOARD CLERK

Meeting Date: NOV 05 1992

Agenda Number: C-3

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Barlow-Gresham Union High School District

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This contract renews the agreement to provide school mental health services to youths in the Barlow-Gresham Union High School District. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Office of Child and Adolescent Mental Health (OCAMHS) to assist in providing the services. This agreement is effective for the period September 1, 1992 through June 30, 1993 and will provide \$20,000 in revenue to the County OCAMHS.

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 23 PM 4:37
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures!)

Sent Original to Kathy Tinkle 11-5-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith, Director *GWS*
Mental Health, Youth, and Family Services Division

DATE: October 2, 1992

SUBJECT: Approval of Five Revenue Agreements with the Office of Child and Adolescent Mental Health (MED-OCAMHS)

RETROACTIVE STATUS: The Agreements attached will be retroactive to September 1, 1992. Contract preparation did not occur prior to this time due to contract negotiations.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of five Intergovernmental Agreements between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and ~~Barlow-Gresham Union High School District~~, Centennial School District, Dexter McCarty Gresham Grade School, Gordon Russell Gresham Middle School and Parkrose School District effective September 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The documents attached renew agreements to provide school mental health services to youths in the Centennial, Gresham and Parkrose School Districts. The Districts have allocated funds to MED-OCAMHS as follows:

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	10,000
Gresham Gordon Russell	12,500
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These five schools have allocated funds to the Office of Child and Adolescent Mental Health to assist in providing the services.

(CWOCAMAG.DOC.79)



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103253
Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-3</u> DATE <u>11/5/92</u> <i>[Signature]</i> BOARD CLERK</p>
--	--	---

Department Social Services Division MHYFSD Date August 31, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle *KTmas* Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the Contractor agrees to pay the County \$20,000 for Core Mental Health Services for students effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name BARLOW-GRESHAM UNION HIGH SCHOOL
 Mailing Address 1331 NW Eastman Parkway
Gresham, OR. 97030
 Phone 661-3000
 Employer ID# or SS# N/A
 Effective Date September 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 20,000

DISTRICT # U2-20 JT
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

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

Encumber: Yes No
 Date 10-7-92
 Date _____
 Date 10-14-92
 Date 11/5/92

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	010	1375						Revenue-2783	20,000		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES

FY 92/93

This Agreement, made and entered into as of the 1st day of September, 1992, by and between Multnomah County Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Barlow-Gresham Union High School District Number U2-20 JT, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT 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:

I. Term

The term of this Agreement shall be from September 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

II. Services

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel
- b. Diagnostic screening
- c. Referrals
- d. Mental Health treatment

2. Additional Services may be negotiated within this Agreement.
These services include programs for:

- a. Parent training
- b. DISTRICT staff training
- c. Psychological Evaluations
- d. Other special services identified by district & county

B. District shall make referrals to School Mental Health Program consultants with necessary and pertinent non-confidential client information.

C. County shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

A. The aggregate services provided by COUNTY and its designated consultants hereunder shall consist of 4.0 days per week for a 36 week academic year excluding school holidays, during 1992-93 school year. Agreement hours include all items referenced in Section V.D.

B. Working agreements shall be developed with each school (hereinafter includes District departments and school buildings) served under this Agreement. Agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.

IV. DISTRICT Responsibilities

A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to telephone.

V. Compensation

A. DISTRICT agrees to pay COUNTY a total sum of \$20,000.00 payable in three equal payments upon COUNTY submission of a summary of services provided.

B. COUNTY shall submit a summary of services provided to date by January 15, 1993; April 15, 1993; June 15, 1993.

C. DISTRICT agrees to make payments to COUNTY upon receipt of a summary of services referenced in V.B. within thirty (30) days.

D. Computation of Agreement days includes:

1. All direct service provision time
2. Indirect service support including:
 - a. travel required to provide direct services under this Agreement,
 - b. travel outside of normal workday hours,
 - c. maintenance of client records and client correspondence,
 - d. preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 - e. planning and preparation for special services provided under this Agreement,
 - f. items c, d, and e may occur off site and/or when classes are not scheduled and are chargeable under this Agreement.
3. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

VI. Liability

A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.

B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.

B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification Termination

A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

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

1. By mutual written consent of the parties;
2. By either party upon thirty (30) days written notice.
3. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
4. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT OR COUNTY which accrued prior to such termination.

IX. Integration

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

BARLOW-GRESHAM UNION HIGH SCHOOL
DISTRICT NUMBER U2-20 JT

MULTNOMAH COUNTY, OREGON

By _____
Chair, Board of Directors

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

_____ Date

_____ Date
11/5/92

By _____

By Gary Smith
Mental Health, Youth and Family
Division Director

_____ Title

_____ Date
10-5-92

_____ Date

By _____

By James Edman
Office of Child and Adolescent
Mental Health Services Manager

_____ Title

_____ Date
8/25/92

_____ Date

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By [Signature]
Deputy County Counsel

_____ Date
10-14-92

[0705s]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 11-5-92
Carrie A. Peterson
BOARD CLERK

Meeting Date: NOV 05 1992

Agenda Number: C-4

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Centennial District

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This contract renews the agreement to provide school mental health services to youths in the Centennial District. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Office of Child and Adolescent Mental Health (OCAMHS) to assist in providing the services. This agreement is effective for the period September 1, 1992 through June 30, 1993 and will provide \$22,500 in revenue to the County OCAMHS.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 23 PM 4:36

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

Sent Original RGA + Contracts to Kathy Tinkle 11-5-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
 SOCIAL AND FAMILY SERVICES DIVISION
 ADMINISTRATIVE OFFICES
 426 S.W. STARK ST., 6TH FLOOR
 PORTLAND, OREGON 97204
 (503) 248-3691
 FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
 GLADYS McCOY • CHAIR OF THE BOARD
 PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
 GARY HANSEN • DISTRICT 2 COMMISSIONER
 RICK BAUMAN • DISTRICT 3 COMMISSIONER
 SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
 Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
 Department of Social Services

FROM: Gary Smith, Director *GUS*
 Mental Health, Youth, and Family Services Division

DATE: October 2, 1992

SUBJECT: Approval of Five Revenue Agreements with the Office of Child and Adolescent Mental Health (MED-OCAMHS)

RETROACTIVE STATUS: The Agreements attached will be retroactive to September 1, 1992. Contract preparation did not occur prior to this time due to contract negotiations.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of five Intergovernmental Agreements between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Barlow-Gresham Union High School District, ~~Centennial School District~~, Dexter McCarty Gresham Grade School, Gordon Russell Gresham Middle School and Parkrose School District effective September 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The documents attached renew agreements to provide school mental health services to youths in the Centennial, Gresham and Parkrose School Districts. The Districts have allocated funds to MED-OCAMHS as follows:

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	10,000
Gresham Gordon Russell	12,500
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These five schools have allocated funds to the Office of Child and Adolescent Mental Health to assist in providing the services.

(CWOCAMAG.DOC.79)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103263
Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RETROACTIVE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>11/5/92</u> <u>Carrie A. Peterson</u> BOARD CLERK</p>
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Department SOCIAL SERVICES Division MHYFSD Date August 31, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle *KT* Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$22,500.00 for Core Mental Health Services for students effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CENTENNIAL DISTRICT #28J
 Mailing Address 18135 S.E. Brooklyn St.
Portland, OR 97236-1099
 Phone 760-7990
 Employer ID# or SS# N/A
 Effective Date September 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 22,500.00

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

REQUIRED SIGNATURES:

Department Manager *Barry Nakas (cc)*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair / Sheriff *[Signature]*
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 10-7-92
 Date _____
 Date 10-24-92
 Date 11/5/92
 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	010	1375						Revenue-2791	22,500	
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FY 92/93

This Agreement, made and entered into as of the 1st day of September, 1992, by and between Multnomah County Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Centennial District Number 28J, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT 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:

I. Term

The term of this Agreement shall be from September 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

II. Services

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel
- b. Diagnostic screening
- c. Referrals
- d. Mental Health treatment

2. Special Services available by this Agreement which are available through negotiation and mutual agreement of DISTRICT and COUNTY include programs for:

- a. Parent training
- b. DISTRICT staff training
- c. Psychological Evaluations
- d. Other special services identified by district & county

B. District shall make referrals to School Mental Health Program consultants with necessary and pertinent non-confidential client information.

C. County shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

A. The aggregate services provided by COUNTY and its designated consultants hereunder shall consist of 4.5 days per week for a 36 week academic year excluding school holidays, during 1992-93 school year. Agreement hours include all items referenced in Section V.D.

B. Working agreements shall be developed with each school (hereinafter includes District departments and school buildings) served under this Agreement. Agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.

IV. DISTRICT Responsibilities

A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to telephone.

V. Compensation

A. DISTRICT agrees to pay COUNTY a total sum of \$22,500.00 payable in three equal payments upon submission of a summary of services provided.

B. COUNTY shall submit a summary of services provided to date by January 15, 1993; April 15, 1993; June 15, 1993.

C. DISTRICT agrees to make payments to COUNTY upon receipt of a summary of services referenced in V.B. within thirty (30) days.

D. Computation of Agreement days includes:

1. All direct service provision time
2. Indirect service support including:
 - a. travel required to provide direct services under this Agreement,
 - b. travel outside of normal workday hours,
 - c. maintenance of client records and client correspondence,
 - d. preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 - e. planning and preparation for special services provided under this Agreement,
 - f. items c, d, and e may occur off site and/or when classes are not scheduled and are chargeable under this Agreement.

3. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

VI. Liability

A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.

B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.

B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification Termination

A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

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

1. By mutual written consent of the parties;

2. By either party upon thirty (30) days written notice.

3. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.

4. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT OR COUNTY which accrued prior to such termination.

IX. Integration

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

CENTENNIAL SCHOOL DISTRICT
NUMBER 28J

MULTNOMAH COUNTY, OREGON

By _____
Chair, Board of Directors

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

_____ Date

_____ Date
11/5/92

By _____

By Deborah Smith, MEd
Mental Health, Youth and Family
Division Director

_____ Title

_____ Date
10-05-92

_____ Date

By _____

By James Edmonds
Office of Child and Adolescent
Mental Health Services Manager

_____ Title

_____ Date
8/25/92

_____ Date

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By [Signature]
Deputy County Counsel

_____ Date
10-14-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 11-5-92
[Signature]
BOARD CLERK

Meeting Date: NOV 0 5 1992

Agenda Number: C-5

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Parkrose School District

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This contract renews the agreement to provide school mental health services to youths in the Parkrose School District. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Office of Child and Adolescent Mental Health (OCAMHS) to assist in providing the services. This agreement is effective for the period September 1, 1992 through June 30, 1993 and will provide \$12,500 in revenue to the County OCAMHS.

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 23 PM 4:36
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

Sent Original GAA + Contracts to Kathy Tinkle 11-5-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
 SOCIAL AND FAMILY SERVICES DIVISION
 ADMINISTRATIVE OFFICES
 426 S.W. STARK ST., 6TH FLOOR
 PORTLAND, OREGON 97204
 (503) 248-3691
 FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
 GLADYS McCOY • CHAIR OF THE BOARD
 PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
 GARY HANSEN • DISTRICT 2 COMMISSIONER
 RICK BAUMAN • DISTRICT 3 COMMISSIONER
 SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
 Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
 Department of Social Services

FROM: Gary Smith, Director *GWS*
 Mental Health, Youth, and Family Services Division

DATE: October 2, 1992

SUBJECT: Approval of Five Revenue Agreements with the Office of Child and Adolescent Mental Health (MED-OCAMHS)

RETROACTIVE STATUS: The Agreements attached will be retroactive to September 1, 1992. Contract preparation did not occur prior to this time due to contract negotiations.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of five Intergovernmental Agreements between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, Gordon Russell Gresham Middle School and Parkrose School District effective September 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The documents attached renew agreements to provide school mental health services to youths in the Centennial, Gresham and Parkrose School Districts. The Districts have allocated funds to MED-OCAMHS as follows:

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	10,000
Gresham Gordon Russell	12,500
<u>Parkrose</u>	<u>12,500</u>

The County has been involved with mental health services for school-aged youths for the past thirty years. These five schools have allocated funds to the Office of Child and Adolescent Mental Health to assist in providing the services.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103273

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement RETROACTIVE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>11/5/92</u> <i>Terri A. Peterson</i> BOARD CLERK
--	--	--

Department Social Services Division MHYFSD Date August 31, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle *KT* Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$12,500.00 for Core Mental Health Services for students effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name PARKROSE SCHOOL DISTRICT #3
 Mailing Address 10636 NE Prescott
Portland, OR 97220
 Phone 257-5200
 Employer ID# or SS# N/A
 Effective Date September 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 12,500.00

Remittance Address _____
 (If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No
 Date 10-7-92
 Date _____
 Date 10-14-92
 Date 11/5/92
 Date _____

REQUIRED SIGNATURES:

Department Manager *Bary Rakao*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *[Signature]*
 County Chair / Sheriff *[Signature]*
 Contract Administration _____
 (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 DESCRIPTION	AMOUNT	INC/IND
01.	156	010	1375						Revenue-2786	12,500	IND
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES

FY 92/32

This Agreement, made and entered into as of the 1st day of September, 1992, by and between Multnomah County Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Parkrose School District Number Three, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT 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:

I. Term

The term of this Agreement shall be from September 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

II. Services

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel
- b. Diagnostic screening
- c. Referrals
- d. Mental Health treatment

2. Additional Services may be negotiated within this Agreement.
These services include programs for:

- a. Parent training
- b. DISTRICT staff training
- c. Psychological Evaluations
- d. Other special services identified by district & county

B. District shall make referrals to School Mental Health Program consultants with necessary and pertinent non-confidential client information.

C. County shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

A. The aggregate services provided by COUNTY and its designated consultants hereunder shall consist of 2.5 days per week for a 36 week academic year excluding school holidays, during 1992-93 school year. Agreement hours include all items referenced in Section V.D.

B. Working agreements shall be developed with each school (hereinafter includes District departments and school buildings) served under this Agreement. Agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.

IV. DISTRICT Responsibilities

A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to telephone.

V. Compensation

A. DISTRICT agrees to pay COUNTY a total sum of \$12,500.00 payable in three equal payments upon COUNTY submission of a summary of services provided.

B. COUNTY shall submit a summary of services provided to date by January 15, 1993; April 15, 1993; June 15, 1993.

C. DISTRICT agrees to make payments to COUNTY upon receipt of a summary of services referenced in V.B. within thirty (30) days.

D. Computation of Agreement days includes:

1. All direct service provision time
2. Indirect service support including:
 - a. travel required to provide direct services under this Agreement,
 - b. travel outside of normal workday hours,
 - c. maintenance of client records and client correspondence,
 - d. preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 - e. planning and preparation for special services provided under this Agreement,
 - f. items c, d, and e may occur off site and/or when classes are not scheduled and are chargeable under this Agreement.

3. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

VI. Liability

A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.

B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.

B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification Termination

A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

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

1. By mutual written consent of the parties;
2. By either party upon thirty (30) days written notice.
3. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
4. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT OR COUNTY which accrued prior to such termination.

IX. Integration

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

PARKROSE SCHOOL DISTRICT
NUMBER THREE

MULTNOMAH COUNTY, OREGON

By _____
Chair, Board of Directors

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date

11/5/92
Date

By _____

By Doug Smith MSW
Mental Health, Youth and Family
Division Director

Title

10-05-92
Date

Date

By _____

By James Edwards
Office of Child and Adolescent
Mental Health Services Manager

Title

8/25/92
Date

Date

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By [Signature]
Deputy County Counsel

10-14-92
Date

[0704s]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 11-5-92
Carrin A. Peterson
BOARD CLERK

Meeting Date: NOV 05 1992

Agenda Number: C-6

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Gresham Grade School District - Gordon Russell Middle School

Board Briefing: _____ **Regular Meeting:** _____
(date) (date)

Department: Social Services **Division:** Mental Health, Youth & Family Services

Contact: Kathy Tinkle **Telephone:** 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This contract renews the agreement to provide school mental health services to youths in the Gresham Grade School District - Gordon Russell Middle School. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Office of Child and Adolescent Mental Health (OCAMHS) to assist in providing the services. This agreement is effective for the period September 1, 1992 through June 30, 1993 and will provide \$12,500 in revenue to the County OCAMHS.

CLERK OF COUNTY COMMISSIONERS
1992 OCT 23 PM 4:38
MULTI-NOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

Send Originals OGA + Contracts to Kathy Tinkle 11-5-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith, Director *WSB*
Mental Health, Youth, and Family Services Division

DATE: October 2, 1992

SUBJECT: Approval of Five Revenue Agreements with the Office of Child and Adolescent Mental Health (MED-OCAMHS)

RETROACTIVE STATUS: The Agreements attached will be retroactive to September 1, 1992. Contract preparation did not occur prior to this time due to contract negotiations.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of five Intergovernmental Agreements between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, ~~Gordon Russell Gresham Middle School~~ and Parkrose School District effective September 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The documents attached renew agreements to provide school mental health services to youths in the Centennial, Gresham and Parkrose School Districts. The Districts have allocated funds to MED-OCAMHS as follows:

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham-Dexter McCarty	10,000
Gresham-Gordon Russell	12,500
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These five schools have allocated funds to the Office of Child and Adolescent Mental Health to assist in providing the services.

(CWOCAMAG.DOC.79)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103283

Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement RETROACTIVE</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-6</u> DATE <u>11/5/92</u> <i>Eric A. Peterson</i> BOARD CLERK</p>
--	--	---

Department Social Services Division MHYFSD Date August 31, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle *KT mb* Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$12,500.00 for Core Mental Health services for students effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name GRESHAM GRADE SCHOOL DISTRICT #4
 Mailing Address 1331 NW Eastman Parkway
Gresham, OR 97030
 Phone 661-3000
 Employer ID# or SS# N/A
 Effective Date September 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 12,500.00

(Gordon Russell Middle School)

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 *Dary Nakas (cc)*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *[Signature]*

County Chair / Sheriff *[Signature]*

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

Encumber: Yes No

Date 10-7-92

Date _____

Date 10-14-92

Date 11/5/92

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	010	1375						Revenue-2785	12,500	
02.											
03.											

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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES

FY 92/93

This Agreement, made and entered into as of the 1st day of September, 1992, by and between Multnomah County Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Gresham Grade School District Number Four, Gordon Russell Middle School, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT 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:

I. Term

The term of this Agreement shall be from September 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

II. Services

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel
- b. Diagnostic screening
- c. Referrals
- d. Mental Health treatment

2. Additional Services may be negotiated within this Agreement.
These services include programs for:

- a. Parent training
- b. DISTRICT staff training
- c. Psychological Evaluations
- d. Other special services identified by district & county

B. District shall make referrals to School Mental Health Program consultants with necessary and pertinent non-confidential client information.

C. County shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

A. The aggregate services provided by COUNTY and its designated consultants hereunder shall consist of 2.5 days per week for a 36 week academic year excluding school holidays, during 1992-93 school year. Agreement hours include all items referenced in Section V.D.

B. Working agreements shall be developed with each school (hereinafter includes District departments and school buildings) served under this Agreement. Agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.

IV. DISTRICT Responsibilities

A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to telephone.

V. Compensation

A. DISTRICT agrees to pay COUNTY a total sum of \$12,500.00 payable in three equal payments upon COUNTY submission of a summary of services provided.

B. COUNTY shall submit a summary of services provided to date by January 15, 1993; April 15, 1993; June 15, 1993.

C. DISTRICT agrees to make payments to COUNTY upon receipt of a summary of services referenced in V.B. within thirty (30) days.

D. Computation of Agreement days includes:

1. All direct service provision time
2. Indirect service support including:
 - a. travel required to provide direct services under this Agreement,
 - b. travel outside of normal workday hours,
 - c. maintenance of client records and client correspondence,
 - d. preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 - e. planning and preparation for special services provided under this Agreement,
 - f. items c, d, and e may occur off site and/or when classes are not scheduled and are chargeable under this Agreement.

3. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee benefits.

VI. Liability

A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.

B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.

B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification Termination

A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

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

1. By mutual written consent of the parties;
2. By either party upon thirty (30) days written notice.
3. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
4. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT OR COUNTY which accrued prior to such termination.

IX. Integration

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

GRESHAM GRADE SCHOOL DISTRICT
NUMBER FOUR
GORDON RUSSELL MIDDLE SCHOOL

MULTNOMAH COUNTY, OREGON

By _____
Chair, Board of Directors

By *Gladys McCoy*
Gladys McCoy
Multnomah County Chair

_____ Date

_____ Date
11/5/92

By _____

By *Gary Smith*
Mental Health, Youth and Family
Division Director

_____ Title

_____ Date
10-05-92

_____ Date

By _____

By *James Edmond*
Office of Child & Adolescent
Mental Health Services
Date 8/25/92

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By *[Signature]*
Deputy County Counsel

_____ Date
10-14-92

[0703s]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 11-5-92
Carrie A. Peterson
BOARD CLERK

NOV 0 5 1992

Meeting Date: _____

Agenda Number: C-7

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Approval of an Intergovernmental Agreement with Gresham Grade School District - Dexter McCarty Middle School

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth & Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This contract renews the agreement to provide school mental health services to youths in the Gresham Grade School District - Dexter McCarty Middle School. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Office of Child and Adolescent Mental Health (OCAMHS) to assist in providing the services. This agreement is effective for the period September 1, 1992 through June 30, 1993 and will provide \$10,000 in revenue to the County OCAMHS.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 23 PM 4:37

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)

Sent Original OGA & Contract to Kathy Tinkle 11-5-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
 SOCIAL AND FAMILY SERVICES DIVISION
 ADMINISTRATIVE OFFICES
 426 S.W. STARK ST., 6TH FLOOR
 PORTLAND, OREGON 97204
 (503) 248-3691
 FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
 GLADYS McCOY • CHAIR OF THE BOARD
 PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
 GARY HANSEN • DISTRICT 2 COMMISSIONER
 RICK BAUMAN • DISTRICT 3 COMMISSIONER
 SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy,
 Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
 Department of Social Services

FROM: Gary Smith, Director *GWS*
 Mental Health, Youth, and Family Services Division

DATE: October 2, 1992

SUBJECT: Approval of Five Revenue Agreements with the Office of Child and Adolescent Mental Health (MED-OCAMHS)

RETROACTIVE STATUS: The Agreements attached will be retroactive to September 1, 1992. Contract preparation did not occur prior to this time due to contract negotiations.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of five Intergovernmental Agreements between the MED-Office of Child and Adolescent Mental Health Services (OCAMHS) Program and Barlow-Gresham Union High School District, Centennial School District, ~~Dexter-McCarty Gresham Grade School~~, Gordon Russell Gresham Middle School and Parkrose School District effective September 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The documents attached renew agreements to provide school mental health services to youths in the Centennial, Gresham and Parkrose School Districts. The Districts have allocated funds to MED-OCAMHS as follows:

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham-Dexter-McCarty	10,000
Gresham-Gordon Russell	12,500
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These five schools have allocated funds to the Office of Child and Adolescent Mental Health to assist in providing the services.

(CWOCAMAG.DOC.79)



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103293
Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RETROACTIVE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>11/5/92</u> <i>Cassia A. Peterson</i> BOARD CLERK </p>
--	--	---

Department Social Services Division MHYFSD Date August 31, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle *KT* Phone 248-3691 Bldg/Room 160/6

Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$10,000.00 for Core Mental Health Services for students effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name GRESHAM GRADE SCHOOL DISTRICT #4
 Mailing Address 1331 NW Eastman Parkway
Gresham, OR 97030
 Phone 661-3000
 Employer ID# or SS# N/A
 Effective Date September 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 10,000.00

(Dexter McCarty Middle School)
 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 *Gary Nakao*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *Blady's McCoy*
 County Chair / Sheriff _____
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 10-7-92
 Date _____
 Date 10-14-92
 Date 11/5/92 ←

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	010	1375						Revenue 2786	10,000		
02.												
03.												

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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FY 92/93

This Agreement, made and entered into as of the 1st day of September, 1992, by and between Multnomah County Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Gresham Grade School District Number Four, Dexter McCarty Middle School, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

WHEREAS, DISTRICT requires services which COUNTY is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, COUNTY is able and prepared to provide such services as DISTRICT 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:

I. Term

The term of this Agreement shall be from September 1, 1992, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

II. Services

A. COUNTY's services under this Agreement shall consist of the following:

1. Core mental health services will be provided to students. These services shall include:

- a. Consultation with school personnel
- b. Diagnostic screening
- c. Referrals
- d. Mental Health treatment

2. Special Services available by this Agreement which are available through negotiation and mutual agreement of DISTRICT and COUNTY include programs for:

- a. Parent training
- b. DISTRICT staff training
- c. Psychological Evaluations
- d. Other special services identified by district & county

B. District shall make referrals to School Mental Health Program consultants with necessary and pertinent non-confidential client information.

C. County shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

A. The aggregate services provided by COUNTY and its designated consultants hereunder shall consist of 2.0 days per week for a 36 week academic year excluding school holidays, during 1992-93 school year. Agreement hours include all items referenced in Section V.D.

B. Working agreements shall be developed with each school (hereinafter includes District departments and school buildings) served under this Agreement. Agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.

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A. DISTRICT agrees to provide access to private space in each school involved under this Agreement for School Mental Health Program consultants to meet with students. This includes access to telephone.

V. Compensation

A. DISTRICT agrees to pay COUNTY a total sum of \$10,000.00 payable in three equal payments upon COUNTY submission of a summary of services provided.

B. COUNTY shall submit a summary of services provided to date by January 15, 1993; April 15, 1993; June 15, 1993.

C. DISTRICT agrees to make payments to COUNTY upon receipt of a summary of services referenced in V.B. within thirty (30) days.

D. Computation of Agreement days includes:

1. All direct service provision time
2. Indirect service support including:
 - a. travel required to provide direct services under this Agreement,
 - b. travel outside of normal workday hours,
 - c. maintenance of client records and client correspondence,
 - d. preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 - e. planning and preparation for special services provided under this Agreement,
 - f. items c, d, and e may occur off site and/or when classes are not scheduled and are chargeable under this Agreement.
3. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

VI. Liability

A. COUNTY shall defend, indemnify and hold DISTRICT harmless from all damages, judgments, costs, and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of COUNTY, its employees or agents in connection with COUNTY's provision of services under this Agreement.

B. DISTRICT shall defend, indemnify and hold COUNTY harmless from all damages, judgments, costs and loss arising from any suits or claims based upon injury to persons or property caused by any act or omission of DISTRICT, its employees or agents in connection with DISTRICT's provision of services under this Agreement.

VII. Confidentiality and Client Records

A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.

B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification Termination

A. Any modification of the provisions of this Agreement shall be in writing and signed by both parties.

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

1. By mutual written consent of the parties;
2. By either party upon thirty (30) days written notice.
3. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
4. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT OR COUNTY which accrued prior to such termination.

IX. Integration

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

GRESHAM GRADE SCHOOL DISTRICT
NUMBER FOUR
DEXTER MCCARTY MIDDLE SCHOOL

MULTNOMAH COUNTY, OREGON

By _____
Chair, Board of Directors

By Gladys McCoy
Gladys McCoy
Multnomah County Chair

Date

Date 11/5/92

By _____

By Dany Smith ms
Mental Health, Youth and Family
Division Director

Title

Date 10-05-92

Date

By _____

By Amee Edmond
Office of Child and Adolescent
Mental Health Services Manager

Title

Date 8/25/92

Date

REVIEWED:

Laurence Kressel
Multnomah County Counsel

By [Signature]
Deputy County Counsel

Date 10-04-92

[0700s]

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 57 DATE 11-5-92
[Signature]
BOARD CLERK

Meeting Date: NOV 0 5 1992

Agenda Number: C-8

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of an IGA with Mental Health & Developmental Disability Services
Division (Oregon)

Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Social Services Division: Mental Health, Youth, and Family Services

Contact: Kathy Tinkle Telephone: 248-3691

Person(s) Making Presentation: Gary Nakao/Gary Smith

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Ratification of an agreement between the Multnomah County Office of Child and Adolescent Mental Health and the Oregon Mental Health & Developmental Disability Services Division renewing funding for the Day Treatment Services (DARTS) for young children effective July 1, 1992 through June 30, 1993. \$213,566 in County General Funds will be pooled to purchase matching Title XIX funds to maintain services.

CLERK OF
COUNTY COMMISSIONERS
1992 OCT 23 PM 4:37
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (as)

(All accompanying documents must have required signatures!)

Sent Original IGA + Contact to Kathy Tinkle 11-5-92.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
SOCIAL AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3691
FAX (503) 248-3379

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary ~~Smith~~ Director
Mental Health, Youth, and Family Services Division

DATE: October 7, 1992

SUBJECT: Approval of an IGA with the Oregon Mental Health and Developmental
Disability Services Division (MHDDSD)

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1992. The State of Oregon MHDDSD initiated this amendment, mandated it be retroactive to July 1, 1992 and sent it to the Multnomah County Social Services Division for processing and approval. The County Mental Health, Youth, and Family Services Division did not receive the agreement from the State until September 24, 1992 and immediately began the processing procedure.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of an agreement between the MED Program-Office of Child and Adolescent Mental Health Services (OCAMHS) and the State of Oregon Mental Health and Developmental Disability Services Division (MHDDSD) for the period July 1, 1992 through June 30, 1993.

ANALYSIS: This agreement contracts \$213,566 in County General Funds to MHDDSD for MED Day Treatment Service (DARTS Program) for young children, ages 0 through 5.

BACKGROUND: In prior years, County General funds have directly supported one day treatment program and CSD has funded another. Neither program was adequately funded, and there was no such service available in the N/NE part of the city. In July 1991 the SSD began pooling the money with CSD to be used as Title XIX matching funds thereby expanding the service to more children with less money. The State decided to transfer the funding of this operation from CSD to MHDDSD in September 1991.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103313

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>11/5/92</u> <i>Cristi A. Peterson</i> BOARD CLERK </p>
--	--	---

Department Social Services Division MHYFSD Date October 2, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6

Description of Contract An IGA wherein the County agrees to provide CGF to purchase Title XIX match to fund the DARTS Program.

RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name <u>MENTAL HEALTH & DEVELOPMENTAL DISABILITY SERVICES DIVISION (OREGON)</u></p> <p>Mailing Address <u>2575 Bittern St., NE</u> <u>Salem, OR. 97310</u></p> <p>Phone <u>373-1449</u></p> <p>Employer ID# or SS# <u>N/A</u></p> <p>Effective Date <u>July 1, 1992</u></p> <p>Termination Date <u>June 30, 1993</u></p> <p>Original Contract Amount \$ _____</p> <p>Total Amount of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ <u>213,566</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 type="checkbox"/> Requirements Not to Exceed \$ _____</p>
--	---

REQUIRED SIGNATURES:

Department Manager Gary Nakao (cc)

Purchasing Director _____
(Class II Contracts Only)

County Counsel Stacy Nelson

County Chair / Sheriff _____

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

Encumber: Yes No

Date 10-12-92

Date _____

Date 10-23-92

Date 11/5/92

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	010	1305			6050				213,566	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES DIVISION
AND
MULTNOMAH COUNTY SOCIAL SERVICES DIVISION

THIS AGREEMENT is made between the State of Oregon, Department of Human Resources, acting through its Mental Health and Developmental Disability Services Division (hereafter DIVISION) and Multnomah County, acting through its Social Services Division (hereafter COUNTY).

TERMS AND CONDITIONS

I. PURPOSE

To provide funds for the Day and Residential Treatment services (DARTS) programs in Multnomah County.

II. TERM

This Agreement is effective when signed by the last party, through June 30, 1993.

III. SCOPE OF SERVICES

A. DIVISION shall:

1. Provide psychiatric day treatment for thirty (30) preschool children who have severe emotional disturbances and who are residents of Multnomah County. Ten (10) of these slots will be located in the north/northeast quadrant of Multnomah County.
2. Provide administration of contracts for services in accord with state and federal requirement.
3. Forward to COUNTY staff reports from the annual peer review of program operation and services conducted by OATC, and the annual psychiatric review of the thirty (30) slots funded through this Agreement.
4. Consult with COUNTY regarding any major changes in program design, eligibility requirements or service delivery. Major changes will be made only with COUNTY agreement.
5. Provide utilization and performance monitoring reports on the services provided under this Agreement upon request of COUNTY.

B. COUNTY shall:

1. Be available to DIVISION for clinical consultation and program development assistance.
2. Be available to participate in annual site visits to all DARTS programs in Multnomah County and review reports from annual OATC peer reviews and psychiatric reviews.

IV. CONTRIBUTION

COUNTY shall transfer \$213,566 of County General Funds to DIVISION for use by DIVISION for provision of the services specified under this Agreement. Transfer of funds shall be made within 30 days of the date this Agreement is last signed.

Transferred funds shall be under the control of DIVISION for the period specified under Section II, TERM.

V. CIVIL RIGHTS LAWS

In performing hereunder, the parties agree to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4. The parties also agree to comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336) ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise. The parties will also comply with applicable rules, regulations, and orders of the Secretary of Labor concerning equal opportunity in employment, and the provisions of ORS Chapter 659.

VI. TERMINATION

This Agreement may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing delivered by mail or in person.

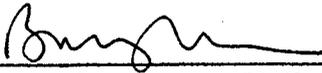
VII. ENTIRE AGREEMENT

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR

CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. COUNTY, BY THE SIGNATURES BELOW OF ITS AUTHORIZED REPRESENTATIVES, HEREBY ACKNOWLEDGES THAT THIS AGREEMENT HAS BEEN READ, UNDERSTOOD, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

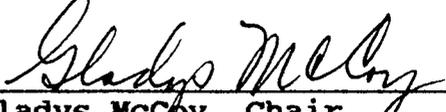
VIII. SIGNATURES

MENTAL HEALTH AND DEVELOPMENTAL
DISABILITY SERVICES DIVISION:



Barry S. Kast, M.S.W. /Date 9/21/92
Assistant Administrator
Office of Mental Health Services

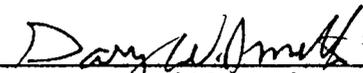
MULTNOMAH COUNTY SOCIAL
SERVICES DIVISION:



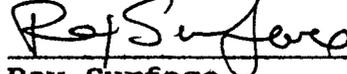
Gladys McCoy, Chair /Date 11/5/92
Multnomah County Commissioners

ko
9/16/92

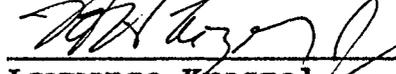
Karen A. Olson, Manager /Date
Budget and Contracts Section



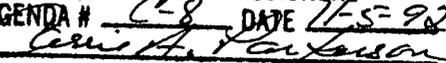
Gary W. Smith, Director /Date 10/7/92
Social Services Division



Rex Surface /Date 9/28/92
MED Program Manager



FOR Lawrence Kressel /Date 10-23-92
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # 28 DATE 11-5-92

BOARD CLERK

Meeting Date: NOVEMBER 5, 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: GREGORY SHIPP HEARING IN THE MATTER OF A REQUEST TO REPURCHASE CERTAIN TAX FORECLOSED PROPERTY

BCC Informal NOVEMBER 3, 1992
(date)

BCC Formal NOVEMBER 5, 1992
(date)

DEPARTMENT NON-DEPARTMENTAL

DIVISION CHAIR GLADYS McCOY

CONTACT SANDRA N. DUFFY

TELEPHONE 248-3138

PERSON(S) MAKING PRESENTATION SANDRA DUFFY, GREGORY SHIPP, LARRY BAXTER, BOB OBERST

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 MINUTES

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

HEARING IN THE MATTER OF A REQUEST BY GREGORY SHIPP TO REPURCHASE TAX FORECLOSED PROPERTY IN THE COLUMBIA GORGE NEAR THE SCENIC HIGHWAY BY BRIDAL VEIL (TAX ACCOUNT PROPERTIES R 94515-0170 & R 94515-0180) FROM OCTOBER 15, 1992

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Glady Mc Coy

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
1992 OCT 20 AM 8:46

(All accompanying documents must have required signatures)

ANNOTATED MINUTES

Thursday, October 15, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-1 In the Matter of a Request by Gregory Shipp to Repurchase Two Parcels of Property Located in the Columbia Gorge, Tax Account Properties #R 94515-0170 and #R 94515-0180

FOLLOWING DISCUSSION WITH COUNTY COUNSEL, TAX TITLE STAFF, GREGORY SHIPP AND KEITH BURNS, THE BOARD UNANIMOUSLY APPROVED MOTION SETTING A HEARING FOR 9:30 AM, THURSDAY, NOVEMBER 5, 1992, AT WHICH TIME CHAIR McCOY AND ASSISTANT COUNTY COUNSEL SANDRA DUFFY WILL BE IN ATTENDANCE. COMMISSIONER HANSEN DIRECTED THAT COUNTY COUNSEL PREPARE APPROPRIATE AMENDMENTS TO ORDINANCE 560 PRIOR TO NOVEMBER 5 HEARING.

Meeting Date: OCT 15 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Hearing/ Shipp Tax Accounts

BCC Informal _____ (date) BCC Formal 10/15/92 (date)

DEPARTMENT Environmental Services DIVISION Admin.

CONTACT Paul Yarborough TELEPHONE 5000

PERSON(S) MAKING PRESENTATION Dr. Gregory Shipp, Bob Oberst, Sandy Duffy

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):
Dr. Shipp has asked for a hearing before the Board on his request to purchase tax account properties #9450170 & #9450180

PLEASE PRINT LEGIBLY!

MEETING DATE OCT 15-1992

use other side

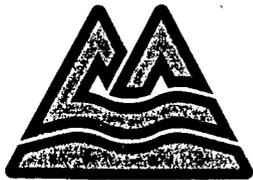
NAME Gregory W Shipp
ADDRESS P.O. Box 1
STREET
Bridal Veil OR 97010
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT - 2 AM 9:49

[Signature]
e required signatures)



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Rick Bauman
Gary Hansen
Sharron Kelley

FROM: Sandra N. Duffy *By me*
Assistant County Counsel (106/1530)

DATE: October 5, 1992

RE: Gregory Shipp's request to repurchase tax
foreclosed property

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

1992 OCT - 5 PM 3:49
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

I understand that Gregory Shipp will appear before the Board on October 15, 1992, and request that he be allowed to repurchase two parcels of property located in the Columbia Gorge which he inherited from his father but subsequently lost in foreclosure for failure to pay real property taxes.

Mr. Shipp's request of the Board is based on his belief that the foreclosure process was unfair because he didn't receive notice of the foreclosures. He refers to the property as "family property" and apparently feels that loss of the property is too high a price to pay for failure to comply with the 90 day repurchase opportunity. He is asking that the 90 day deadline be waived and that he be allowed to repurchase the properties.

Below I have set out a chronology of relevant events, the requirements of Ordinance No. 560 for repurchase of foreclosed properties, and the Board's options in handling this matter.

A. CHRONOLOGY

1. James L. Shipp owned 10 tax lots in the Columbia Gorge near the Scenic Highway by Bridal Veil.

2. 10/5/86 James L. Shipp sent a notice to A&T to send tax notices on all ten accounts to PO Box 1, Bridal Veil, OR 97010.
3. 12/11/86 James L. Shipp executed a will in Los Angeles, CA.
4. 12/22/86 James L. Shipp died in Portland, Oregon.
5. 1/14/87 Gregory Shipp was appointed Executor of his father's estate.
6. 6/9/87 Inventory filed in Probate Court that lists all ten Gorge properties including an amount of \$43,711.57 as the outstanding property taxes.
7. 8/9/88 County "Notice of Foreclosure" letter was sent to James L. Shipp at PO Box 1, Bridal Veil, OR 97010 on Account #R 94515-180. The "return receipt," which is unsigned, also shows it was sent to that address. However, the envelope shows a handwritten address of "c/o Greg Shipp at 238 NW Maywood Dr., Portland, OR 97210." It is postmarked August 12, 1988. It was unclaimed and returned to the county with a notation of a new address for Greg Shipp at 2425 NE Alameda, Portland, OR 97212. There is no evidence that a Subject to Foreclosure Notice was sent to the Alameda address. However, the county's duty was limited to mailing a notice to the address of record, which was in Bridal Veil.
8. 8/12/88 County sent "Subject to Foreclosure" letter on tax account #R 94515-0170 (1.679 acres) by registered mail to:

James L. Shipp
c/o Greg Shipp
238 NW Maywood Dr.
Portland, OR 97210

It was returned unclaimed.

9. 8/13/88 County sent "Subject to Foreclosure" letter on same tax account (#R 94515-0170) by registered mail to:

James L. Shipp
PO Box 1
Bridal Veil, OR 97010

This letter was received and the return receipt was signed by Greg Shipp on 9/6/88.

10. 11/3/88 Judgment and Decree entered foreclosing both parcels.
11. 11/30/88 James L. Shipp probate terminated. According to the terms of the will, Gregory Shipp was to inherit all the Gorge properties.¹ However, as Executor he failed to prepare and record deeds to accomplish that.²
12. 1/17/90 Gregory Shipp wrote a letter to Gladys McCoy and the BCC asking to be allowed to repurchase two other parcels in the Gorge near Bridal Veil that had also been foreclosed (#94515-0050 and #94515-0060).
13. 4/19/90 "One-year letter" prepared informing owner that the redemption period on the two properties (at issue here) expired on May 15, 1991.
14. 4/23/90 Certified-Registered mail notice and regular mail notice (one-year letter) sent to:

James L. Shipp
PO Box 1
Bridal Veil, OR 97010
15. Both were returned unclaimed and with the notation "Forward Order Expired."
16. 3/27/91 Greg Shipp filed a Chapter 13 wage earner bankruptcy petition.
17. 5/15/91 The redemption period on both parcels expired.
18. 89/1/91 Tax Title Department of Multnomah County sent letters extending an opportunity to repurchase the foreclosed properties. Tax Title provided me with two letters for each account showing the original letters dated August 1, 1991,

¹ Documents found in the Probate file (Case #87-01-90068) indicate that Gregory Shipp, as personal representative for his father's estate, prepared an inventory of assets on June 9, 1987, which included all his father's real property (including the Gorge properties) with the delinquent property taxes listed as a liability against each parcel, including the two at issue here.

² Attached to the Order of Discharge in the James L. Shipp probate, dated November 30, 1988, was a Personal Representative's Creditor Search Checklist which, under ORS 115.003, the Personal Representative is required to show that he has fulfilled the duties of his office. Gregory Shipp checked an "X" to show that he completed the following requirement:

"If the decedent owned real property, including a home, check with the tax assessor to determine that property taxes are paid current. If the decedent rented an apartment or home or business property, verify that no further rent is owed."

which were to be sent to the Bridal Veil address. They have a notation on them that they were not sent but duplicates were sent that same date instead to 316 NE 19th, Portland, Oregon 97232 to Gregory Shipp. It is assumed that contact was made by Mr. Shipp requesting that the letters be sent to the 19th Street address. The letters offered an opportunity to repurchase until September 30, 1991.

19. 8/14/91 Larry Baxter in Tax Title received a telephone message from someone in Mr. Shipp's office (Bill Farnham?) requesting figures for repurchase. This shows Mr. Shipp received the letters offering a repurchase opportunity. Mr. Baxter provided me with a copy of a document he prepared setting out the calculations of the repurchase price for Tax Account #94515-0180 (there wasn't one for Tax Account #94515-0170). There is a notation that this document was sent to Mr. Shipp on August 14, 1991 pursuant to the telephone request.
20. 9/30/91 No one exercised the opportunity to repurchase the subject properties.
21. On October 11, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0050 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the property at issue in the 1/17/90 letter to Gladys McCoy).
22. On October 18, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0060 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the other property at issue in the 1/17/90 letter to Gladys McCoy).
23. 2/91-4/91 I received numerous phone calls regarding these parcels from Mr. Shipp, from Don Thacker--his bankruptcy attorney; from Keith Burns--his probate attorney; from Chris Beck (228-6620) who is a staff person with Trust for Public Lands; Nancy Chase with the County Parks (x5050); a woman reporter with the Gresham Outlook; Hank Miggins of the Chair's office; Sharon Timko of the Chair's office; and, probably others who I failed to make a note of.

The Tax Title Department obtained litigation guarantees from Oregon Title Insurance on both parcels at issue here. The Report shows that Multnomah County holds title to both parcels. In both reports there is the following exception of note:

Any loss or claim of loss resulting from or occasioned by an attack upon tax foreclosure proceedings as set forth herein, which attack is based upon denial of due process of law for want of personal service or actual notice given to the Estate of James L. Shipp in said foreclosure proceedings or to persons claiming by and through the deceased.

Case No.: A8807-03873
Decree Entered: September 20, 1988
Tax Deed Recorded: July 18, 1991 in Book 2436 Page 166
Re-Recorded: August 2, 1991 in Book 2441 Page 2276

24. 5/26/92 The County Probate Department reopened the James L. Shipp estate to allow the personal representative to execute some deeds to real property which had not been executed.

B. STATUS OF THE TITLES OF THE SUBJECT PROPERTIES

The above chronology shows that all required legal notices were served on the owner of record for the two subject parcels. Additionally, it shows that Gregory Shipp had actual knowledge of the foreclosures and the opportunity to repurchase the parcels.

The County holds good title to the parcels. Based on the chronology and documentation gathered, a title company should agree that the County gave statutory and constitutional notices to all affected interests and should guarantee title.

C. REPURCHASE REQUIREMENTS

Ordinance 560, as amended by 577, requires Tax Title to send a notice of an opportunity to repurchase foreclosed properties to former record owners or contract purchasers after the County takes title, but before they are sold at a Sheriff's Sale or transferred to housing entities. The letter allows 90 days from the date of the letter to repurchase for the repurchase price in cash or on contract if the standards for a contract are met.

There is no question that Mr. Shipp could have paid the full repurchase price before September 30, 1991, and regained title to the subject parcels. He could not have qualified to repurchase on a contract because:

- (1) Neither parcel was Mr. Shipp's primary residence or primary location of his business;

- (2) He had other real property in Multnomah County which had been previously foreclosed for nonpayment of taxes; and
- (3) He failed to enter into the repurchase agreement within 90 days of the offer. The ordinance specifically provides: "Failure to accept [the offer to repurchase within 90 days] shall result in the property being disposed of as provided by law." (emphasis added)

The ordinance does provide, however, that a former owner or contract purchaser who is denied an opportunity to repurchase, that the decision can be appealed to the Board within 10 days of the date of the denial. Such a request is required to be in writing and must recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the decision by Tax Title.

The request for this hearing was made by Mr. Shipp's Attorney, Keith Burns on September 17, 1992, long past the 10 day appeal period.

D. BOARD OPTIONS

- (1) The Board can determine that this appeal was not made in a timely manner and refuse to hold a hearing on the matter.
- (2) The Board can hold a hearing and determine whether Mr. Shipp was entitled to repurchase the subject properties either by payment of the full repurchase price or by entering into a contract. To determine whether he was entitled to enter into a contract the Board would have to make a determination as to whether Mr. Shipp met the factual requirements for such treatment.
- (3) Even if the Board finds that Mr. Shipp was entitled to repurchase the property, it must determine whether he exercised that right in a timely manner, i.e., within 90 days of the letter notice.
- (4) Assuming that the Board determines that Mr. Shipp did not exercise his right to repurchase the properties, the only way the Board may now grant him such a right is by amending the ordinance to allow for such exceptions. Criteria would need to be established setting out the bases upon which exceptions could be granted.

Board of County Commissioners
October 5, 1992
Page 7

For additional information, attached are copies of Tax Title Activity Summary, plat map, and memo to Hank Miggins from Bob Oberst.

cc Bob Oberst (421/3rd)

P:\FILES\388SND.MEM\mw



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

October 1, 1992

To: Sandra Duffy, County Counsel
From: Bob Oberst, Property Management *BOB*
Subject: Dr. Shipp - Tax Lots R-94515-0170 and R-94515-0180

BOARD OF
COUNTY COMMISSIONERS
1992 OCT -5 AM 8:39
MULTNOMAH COUNTY,
OREGON

This regards Paul Yarborough's September 23 Memorandum to you and me requesting our preparation of a background report on the referenced subject in time for a MCBCC hearing on Dr. Shipp's (Gregory Shipp) request to "reclaim" the properties.

The Tax Title file on these properties is quite voluminous with notes of various conversations, correspondence, observations and other data regarding the properties. I have attempted to distill these into a format of "bullet" items as to Tax Title's involvement with Gregory Shipp as related to these properties. The list of these items is attached hereto along with a sketch map of the properties and a copy of my June 12, 1992 letter to Hank Miggins discussing these and other "Dr. Ship" properties.

I am sure that you have more information on this matter that the BCC should have in considering Gregory Shipp's request and am sending this with the expectation that you will add it to your information in the form of a report as requested by Paul Yarborough. I am breaking away for a vacation next week so will fax this to you in case you want to discuss this tomorrow.

You may want to discuss with Larry Baxter Gregory Shipp's "Memorandum" attached to his September 17, 1992 request letter to the BCC; there are questions as to the accuracy of some of the statements therein.

Delma Farrell has advised that this item is on the BCC Agenda for the week of October 12.

CC: Paul Yarborough
F. Wayne George
Hank Miggins
Larry Baxter

TAX TITLE ACTIVITY SUMMARY
Tax Lots R-94515-0170 and R-94515-0180
October 1, 1992

Two small houses on 0170 and one small house on 0180; located adjacent to Crown Point Highway.

Foreclosed for delinquent taxes; redemption period ended May 1991; title transferred to MC Tax Title July 1991.

Delinquent taxes and interest at time of transfer \$16,005.52 and \$5,695.80, respectively.

Owner of record at time of foreclosure: James L. Shipp, PO Box 1, Bridal Veil, OR 97010 (father of Gregory Shipp). James L. Shipp apparently died December 1986.

Notices related to foreclosure apparently sent to James L. Shipp at the Bridal Veil address and not to administrator of James L. Shipp's estate.

Gregory Shipp and one Bill Earnshaw together had a number of contacts with Tax Title prior to transfer of the properties. These contacts mostly involved other tax foreclosed properties, however foreclosure and pending transfer of 0170 and 0180 were discussed with Gregory Shipp and Bill Earnshaw.

August 1, 1991 letters advising of repurchase rights and requirements under MC Ordinance 560 were addressed to James L. Shipp and sent to the Bridal Veil address and addressed to James L. Shipp and Greg Shipp sent to 316 N.E. 19th, Portland, OR, the latter address as requested by Gregory Shipp at an earlier meeting with Tax Title.

Bill Earnshaw called Tax Title August 14, 1991 to ask the amount necessary to repurchase and was advised of these.

Keith Burns, attorney for Gregory Shipp, wrote letter dated May 12, 1992 to MCBCC with copy to Tax Title discussing the James L. Shipp estate and asking the right for Gregory Shipp to regain ownership by payment of taxes and interest.

County Counsel August 14, 1992 letter responded to the May 12 Keith Burns letter by advising that Gregory Shipp does not meet the requirements of Ordinance 560 for repurchase.

After inquiry by Chair's office, on July 31, 1992 Tax Title advised occupants of the property to vacate within 30 days.

Gregory Shipp September 17, 1992 request to appear before the BCC to reclaim the properties.



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

June 12, 1992

To: Hank Miggins
From: Bob Oberst *Bob*
Subject: Gregory Shipp - Tax Foreclosed Property

This is in response to your June 10 telephone call.

There are three groupings of property owned or formerly owned by Gregory Shipp involving delinquent taxes or tax foreclosure. All of the properties are adjacent or in proximity to each other in the Columbia Gorge.

Group One. Two parcels (tax accounts R-94515-0050 and R-94515-0060) were foreclosed for delinquent taxes of \$31,388.47 and \$14,994.85 respectively. The owner proposed to repurchase these parcels and the proposal was submitted by Tax Title to the BCC and approved. The former owner has repurchased on contract and is not in breach of the contract terms.

Group Two. Two parcels (tax accounts R-9450-0170 and R-9450-0180) were foreclosed in July 1991 for delinquent taxes of \$16,005.52 and \$5,695.80 respectively. The owner has proposed to repurchase these properties. This proposal has not been submitted by Tax Title to the BCC at this time and is among a number of tax foreclosed properties which former owners have requested repurchase outside the scope of statute or County ordinance.

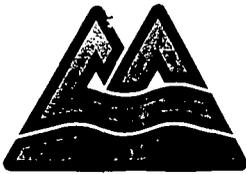
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Shipp claims not to have been made aware of the foreclosure of Group Two properties, however letters were sent prior to foreclosure advising Shipp of the pending foreclosure. Shipp does

not appear to possess any right to repurchase the Group Two properties inasmuch as the 90 day period for repurchase of a former owner's place of residence under County ordinance has expired and Shipp does not appear to use them as his residence.

The Friends Of The Columbia Gorge have written to Nancy Chase of County Parks recommending that the County retain ownership of the Group Two parcels; The Friends are also aware of the Group Three properties, but may not be aware that these have been redeemed by Shipp.

CC: F. Wayne George
Larry Baxter



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Rick Bauman
Gary Hansen
Sharron Kelley

FROM: Sandra N. Duffy *By mw*
Assistant County Counsel (106/1530)

DATE: October 5, 1992

RE: Gregory Shipp's request to repurchase tax
foreclosed property

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

I understand that Gregory Shipp will appear before the Board on October 15, 1992, and request that he be allowed to repurchase two parcels of property located in the Columbia Gorge which he inherited from his father but subsequently lost in foreclosure for failure to pay real property taxes.

Mr. Shipp's request of the Board is based on his belief that the foreclosure process was unfair because he didn't receive notice of the foreclosures. He refers to the property as "family property" and apparently feels that loss of the property is too high a price to pay for failure to comply with the 90 day repurchase opportunity. He is asking that the 90 day deadline be waived and that he be allowed to repurchase the properties.

Below I have set out a chronology of relevant events, the requirements of Ordinance No. 560 for repurchase of foreclosed properties, and the Board's options in handling this matter.

A. CHRONOLOGY

1. James L. Shipp owned 10 tax lots in the Columbia Gorge near the Scenic Highway by Bridal Veil.

2. 10/5/86 James L. Shipp sent a notice to A&T to send tax notices on all ~~ten~~ accounts to PO Box 1, Bridal Veil, OR 97010. (1)
3. 12/11/86 James L. Shipp executed a will in Los Angeles, CA. (2)
4. 12/22/86 James L. Shipp died in Portland, Oregon. (2)
5. 1/14/87 Gregory Shipp was appointed Executor of his father's estate. (2)
6. 6/9/87 Inventory filed in Probate Court that lists all ten Gorge properties including an amount of \$43,711.57 as the outstanding property taxes. (2)
7. 8/9/88 County "Notice of Foreclosure" letter was sent to James L. Shipp at PO Box 1, Bridal Veil, OR 97010 on Account #R 94515-180. The "return receipt," which is unsigned, also shows it was sent to that address. However, the envelope shows a handwritten address of "c/o Greg Shipp at 238 NW Maywood Dr., Portland, OR 97210." It is postmarked August 12, 1988. It was unclaimed and returned to the county with a notation of a new address for Greg Shipp at 2425 NE Alameda, Portland, OR 97212. There is no evidence that a Subject to Foreclosure Notice was sent to the Alameda address. However, the county's duty was limited to mailing a notice to the address of record, which was in Bridal Veil. (3)
8. 8/12/88 County sent "Subject to Foreclosure" letter on tax account ~~#R 94515-0170~~ (1.679 acres) by registered mail to: (4)

James L. Shipp
c/o Greg Shipp
238 NW Maywood Dr.
Portland, OR 97210

It was returned unclaimed.

*Being sent to J.D.
by Nam A&T*
9. 8/13/88 County sent "Subject to Foreclosure" letter on same tax account (~~#R 94515-0170~~) by registered mail to: (4)

James L. Shipp
PO Box 1
Bridal Veil, OR 97010

This letter was received and the return receipt was signed by Greg Shipp on 9/6/88.

"Subject to Foreclosure" letter and "Notice of Foreclosure" are used interchangeably. ORS 312.040 requires a "notice of each foreclosure proceeding".

10. 11/3/88 Judgment and Decree entered foreclosing both parcels.

11. 11/30/88 James L. Shipp probate terminated. According to the terms of the will, Gregory Shipp was to inherit all the Gorge properties.¹ However, as Executor he failed to prepare and record deeds to accomplish that.² (2)

526
-2/-22
12. 1/17/90 Gregory Shipp wrote a letter to Gladys McCoy and the BCC asking to be allowed to repurchase two other parcels in the Gorge near Bridal Veil that had also been foreclosed (#94515-0050 and #94515-0060). (5)

13. 4/19/90 "One-year letter" prepared informing owner that the redemption period on the two properties (at issue here) expired on May 15, 1991. (6)

14. 4/23/90 Certified-Registered mail notice and regular mail notice (one-year letter) sent to: (7)

James L. Shipp
PO Box 1
Bridal Veil, OR 97010

15. Both were returned unclaimed and with the notation "Forward Order Expired." (8)

16. 3/27/91 Greg Shipp filed a Chapter 13 wage earner bankruptcy petition.

17. 5/15/91 The redemption period on both parcels expired.

18. 89/1/91 Tax Title Department of Multnomah County sent letters extending an opportunity to repurchase the foreclosed properties. Tax Title provided me with two letters for each account showing the original letters dated August 1, 1991, (9)

1 Documents found in the Probate file (Case #87-01-90068) indicate that Gregory Shipp, as personal representative for his father's estate, prepared an inventory of assets on June 9, 1987, which included all his father's real property (including the Gorge properties) with the delinquent property taxes listed as a liability against each parcel, including the two at issue here. (2)

2 Attached to the Order of Discharge in the James L. Shipp probate, dated November 30, 1988, was a Personal Representative's Creditor Search Checklist which, under ORS 115.003, the Personal Representative is required to show that he has fulfilled the duties of his office. Gregory Shipp checked an "X" to show that he completed the following requirement: (2)

"If the decedent owned real property, including a home, check with the tax assessor to determine that property taxes are paid current. If the decedent rented an apartment or home or business property, verify that no further rent is owed."

June?

0180 -
0170 -

- which were to be sent to the Bridal Veil address. They have a notation on them that they were not sent but duplicates were sent that same date instead to 316 NE 19th, Portland, Oregon 97232 to Gregory Shipp. It is assumed that contact was made by Mr. Shipp requesting that the letters be sent to the 19th Street address. The letters offered an opportunity to repurchase until September 30, 1991. (9)
19. 8/14/91 Larry Baxter in Tax Title received a telephone message from someone in Mr. Shipp's office (Bill Farnsham?) requesting figures for repurchase. This shows Mr. Shipp received the letters offering a repurchase opportunity. Mr. Baxter provided me with a copy of a document he prepared setting out the calculations of the repurchase price for Tax Account #94515-0180 (there wasn't one for Tax Account #94515-0170). There is a notation that this document was sent to Mr. Shipp on August 14, 1991 pursuant to the telephone request. (10) (11)
20. 9/30/91 No one exercised the opportunity to repurchase the subject properties.
21. On October 11, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0050 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the property at issue in the 1/17/90 letter to Gladys McCoy). (12)
22. On October 18, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0060 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the other property at issue in the 1/17/90 letter to Gladys McCoy). (12)
23. 2/91-4/91 I received numerous phone calls regarding these parcels from Mr. Shipp, from Don Thacker--his bankruptcy attorney; from Keith Burns--his probate attorney; from Chris Beck (228-6620) who is a staff person with Trust for Public Lands; Nancy Chase with the County Parks (x5050); a woman reporter with the Gresham Outlook; Hank Miggins of the Chair's office; Sharon Timko of the Chair's office; and, probably others who I failed to make a note of.

The Tax Title Department obtained litigation guarantees from Oregon Title Insurance on both parcels at issue here. The Report shows that Multnomah County holds title to both parcels. In both reports there is the following exception of note: (13)

Any loss or claim of loss resulting from or occasioned by an attack upon tax foreclosure proceedings as set forth herein, which attack is based upon denial of due process of law for want of personal service or actual notice given to the Estate of James L. Shipp in said foreclosure proceedings or to persons claiming by and through the deceased.

Case No.: A8807-03873
Decree Entered: September 20, 1988
Tax Deed Recorded: July 18, 1991 in Book 2436 Page 166
Re-Recorded: August 2, 1991 in Book 2441 Page 2276

24. 5/26/92 The County Probate Department reopened the James L. Shipp estate to allow the personal representative to execute some deeds to real property which had not been executed. (14)

B. STATUS OF THE TITLES OF THE SUBJECT PROPERTIES

The above chronology shows that all required legal notices were served on the owner of record for the two subject parcels. Additionally, it shows that Gregory Shipp had actual knowledge of the foreclosures and the opportunity to repurchase the parcels.

The County holds good title to the parcels. Based on the chronology and documentation gathered, a title company should agree that the County gave statutory and constitutional notices to all affected interests and should guarantee title.

C. REPURCHASE REQUIREMENTS

Ordinance 560, as amended by 577, requires Tax Title to send a notice of an opportunity to repurchase foreclosed properties to former record owners or contract purchasers after the County takes title, but before they are sold at a Sheriff's Sale or transferred to housing entities. The letter allows 90 days from the date of the letter to repurchase for the repurchase price in cash or on contract if the standards for a contract are met.

There is no question that Mr. Shipp could have paid the full repurchase price before September 30, 1991, and regained title to the subject parcels. He could not have qualified to repurchase on a contract because:

- (1) Neither parcel was Mr. Shipp's primary residence or primary location of his business;

- (2) He had other real property in Multnomah County which had been previously foreclosed for nonpayment of taxes; and
- (3) He failed to enter into the repurchase agreement within 90 days of the offer. The ordinance specifically provides: "Failure to accept [the offer to repurchase within 90 days] shall result in the property being disposed of as provided by law." (emphasis added)

The ordinance does provide, however, that a former owner or contract purchaser who is denied an opportunity to repurchase, that the decision can be appealed to the Board within 10 days of the date of the denial. Such a request is required to be in writing and must recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the decision by Tax Title.

The request for this hearing was made by Mr. Shipp's Attorney, Keith Burns on September 17, 1992, long past the 10 day appeal period.

D. BOARD OPTIONS

- (1) The Board can determine that this appeal was not made in a timely manner and refuse to hold a hearing on the matter. *no*
- (2) The Board can hold a hearing and determine whether Mr. Shipp was entitled to repurchase the subject properties either by payment of the full repurchase price or by entering into a contract. To determine whether he was entitled to enter into a contract the Board would have to make a determination as to whether Mr. Shipp met the factual requirements for such treatment.
- (3) Even if the Board finds that Mr. Shipp was entitled to repurchase the property, it must determine whether he exercised that right in a timely manner, i.e., within 90 days of the letter notice. *S: Didnt get actual notice*
- (4) Assuming that the Board determines that Mr. Shipp did not exercise his right to repurchase the properties, the only way the Board may now grant him such a right is by amending the ordinance to allow for such exceptions. Criteria would need to be established setting out the bases upon which exceptions could be granted. *no. Ordinance doesnt require*

circumstantial evidence of actual notice

- 1.
- 2.
- 3.
4. + atty

Board of County Commissioners
October 5, 1992
Page 7

For additional information, attached are copies of Tax Title Activity Summary, plat map, and memo to Hank Miggins from Bob Oberst.

cc Bob Oberst (421/3rd)

P:\FILES\388SND.MEM\mw

TAX TITLE ACTIVITY SUMMARY
Tax Lots R-94515-0170 and R-94515-0180
October 1, 1992

Two small houses on 0170 and one small house on 0180; located adjacent to Crown Point Highway.

Foreclosed for delinquent taxes; redemption period ended May 1991; title transferred to MC Tax Title July 1991.

Delinquent taxes and interest at time of transfer \$16,005.52 and \$5,695.80, respectively.

Owner of record at time of foreclosure: James L. Shipp, PO Box 1, Bridal Veil, OR 97010 (father of Gregory Shipp). James L. Shipp apparently died December 1986.

Notices related to foreclosure apparently sent to James L. Shipp at the Bridal Veil address and not to administrator of James L. Shipp's estate.

Gregory Shipp and one Bill Earnshaw together had a number of contacts with Tax Title prior to transfer of the properties. These contacts mostly involved other tax foreclosed properties, however foreclosure and pending transfer of 0170 and 0180 were discussed with Gregory Shipp and Bill Earnshaw.

August 1, 1991 letters advising of repurchase rights and requirements under MC Ordinance 560 were addressed to James L. Shipp and sent to the Bridal Veil address and addressed to James L. Shipp and Greg Shipp sent to 316 N.E. 19th, Portland, OR, the latter address as requested by Gregory Shipp at an earlier meeting with Tax Title.

Bill Earnshaw called Tax Title August 14, 1991 to ask the amount necessary to repurchase and was advised of these.

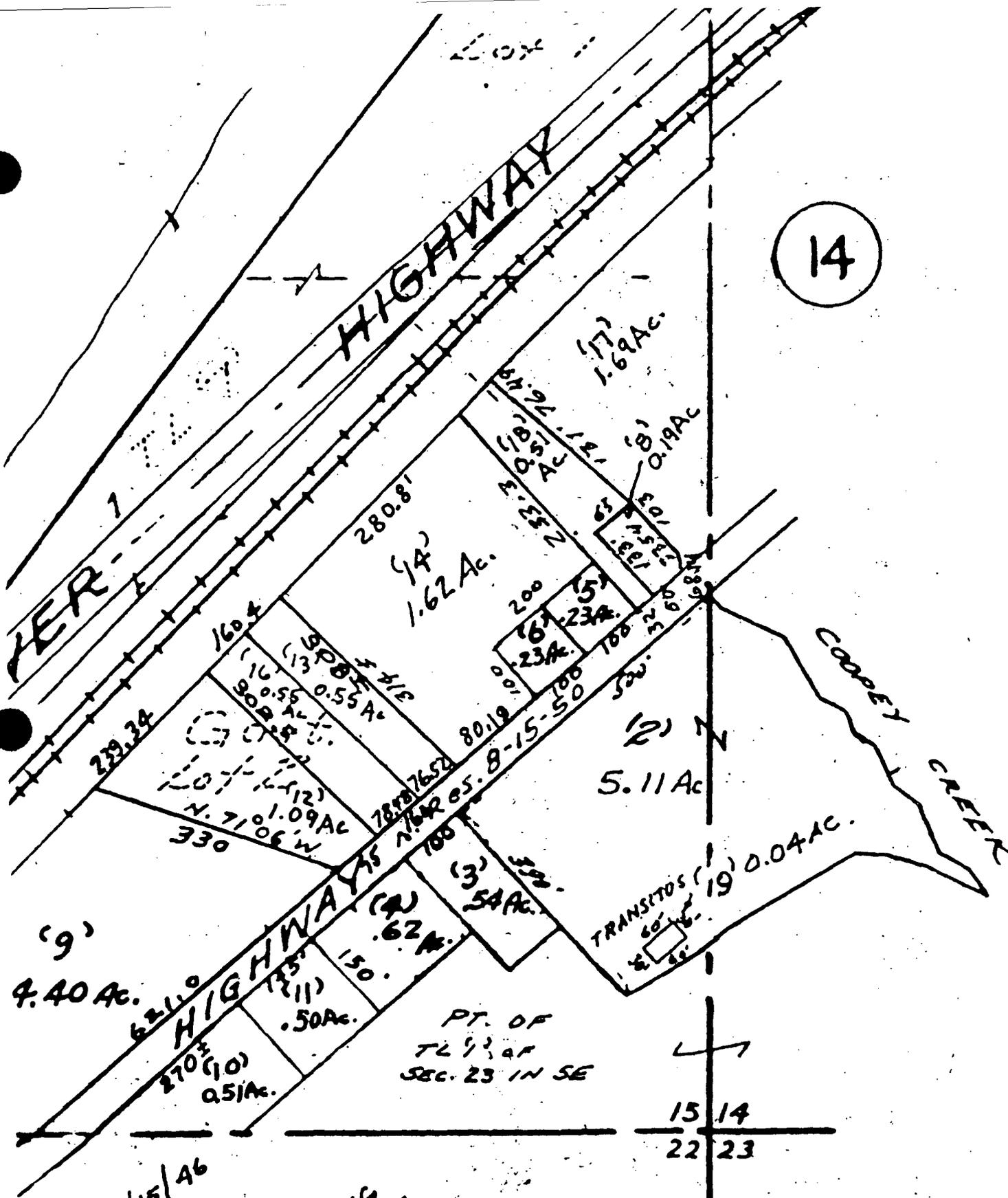
Keith Burns, attorney for Gregory Shipp, wrote letter dated May 12, 1992 to MCBCC with copy to Tax Title discussing the James L. Shipp estate and asking the right for Gregory Shipp to regain ownership by payment of taxes and interest.

County Counsel August 14, 1992 letter responded to the May 12 Keith Burns letter by advising that Gregory Shipp does not meet the requirements of Ordinance 560 for repurchase.

After inquiry by Chair's office, on July 31, 1992 Tax Title advised occupants of the property to vacate within 30 days.

Gregory Shipp September 17, 1992 request to appear before the BCC to reclaim the properties.

14



05 11/15/46
 186
 E. ST. OF OREGON
 L. R. HWY - BRIDAL VEIL
 OVERCROSSING
 68-16-7 - JULY '45



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

June 12, 1992

To: Hank Miggins
From: Bob Oberst *Bob*
Subject: Gregory Shipp - Tax Foreclosed Property

This is in response to your June 10 telephone call.

There are three groupings of property owned or formerly owned by Gregory Shipp involving delinquent taxes or tax foreclosure. All of the properties are adjacent or in proximity to each other in the Columbia Gorge.

Group One. Two parcels (tax accounts R-94515-0050 and R-94515-0060) were foreclosed for delinquent taxes of \$31,388.47 and \$14,994.85 respectively. The owner proposed to repurchase these parcels and the proposal was submitted by Tax Title to the BCC and approved. The former owner has repurchased on contract and is not in breach of the contract terms.

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The Friends Of The Columbia Gorge have written to Nancy Chase of County Parks recommending that the County retain ownership of the Group Two parcels; The Friends are also aware of the Group Three properties, but may not be aware that these have been redeemed by Shipp.

CC: F. Wayne George
Larry Baxter

Dorothy

From A & T
records

Oct 5th 86

Please change the mailing
address on the following tax
account numbers listed to:

R 94515-0120 ^{PC} 88 ^{Deleted} 7/16/91

R 94515-0140 ^{PC} 91

R 94515-0080 ^{PC} 91

R 94515-0130 ^{PC} 91

R 94515-0160 ^{PC} 91

R 94515-0180 ^{PC} 88 ^{Deleted} 7/16/91

R 94515-0030

R 79750-0560 ²¹⁷² ⁵⁸⁶

R 94515-0060 ^{PC} 87 ^{Deleted} 11/3/89

R 94515-0050 ^{PC} 87 ^{Deleted} 11/3/89

Misc
10-13-86
EB

J. J. Thayer
P.O. Box 1
Bristol Veil, OR
97010

MULTNOMAH COUNTY OREGON
DEPARTMENT OF PROBATE
LETTERS TESTAMENTARY

Case No. 87-01-90068

THIS CERTIFIES that the will of James L. Shipp
deceased, has been proved and Gregory Shipp has/have been and
is/are at the date hereof the duly appointed, qualified and acting Executor
(Executor(s) or Administrator(s) with the Will Annexed)
of the will and estate of the decedent.

IN WITNESS WHEREOF, I, as Clerk of the Circuit Court of the State of Oregon for the County of Multnomah, in which
proceedings for administration upon the said estate are pending, do hereby subscribe my name and affix the seal of said court this
14th day of January, 19 87



Clerk of the Court

By Jane L. Dudgeon

CERTIFICATE

STATE OF OREGON,)
Multnomah County,) ss.

I, ADMINISTRATOR of the Circuit Court
of the State of Oregon, for Multnomah County, which Court has exclusive jurisdiction of all probate proceedings in said County, do hereby
certify that the foregoing copy of Letters Testamentary has been compared by me with the original, and that it is a correct transcript therefrom,
and of the whole of such original, as the same appears of record in my office and in my custody.

I further certify that said Letters are now in full force and effect.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court.

this _____

ADMINISTRATOR

_____ of the Court

By _____

TERMINATED
DATED 11-30-88

FILED

DEC 02 1988

CIRCUIT COURT
MULTNOMAH COUNTY, OREGON

RECEIVED
IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH NOV 30 PM 2:00

Probate Department

In the Matter of the Estate)

No. 8701-90068

CLOSED

of)

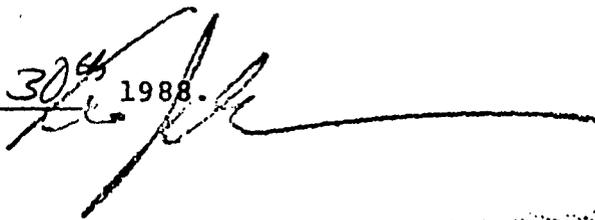
ORDER OF DISCHARGE

JAMES. L. SHIPP, Deceased.)

On application of the personal representative, and it appearing to the court that pursuant to a decree of final distribution, heretofore entered, the personal representative has paid the remaining claims and expenses of administration and has distributed the remaining estate property to the persons in whom said property is vested, receipts therefor being on file with the clerk of this court and the personal representative has filed a supplemental final account herein which should be approved, it is

ORDERED that the personal representative of the above estate is hereby discharged, that the final account and supplemental final account are approved, and that this estate is closed.

DATED: November 30th 1988.


CIRCUIT COURT JUDGE

Personal Representative:
Gregory Shipp
316 N.E. 19th Ave.
Portland, OR 97230
232-7811

Attorney for Estate:
Keith Burns, OSB 58012
1100 S.W. Sixth Ave. #109
Portland, OR 97204
Tel: 222-2411

FILED

RECEIVED
DEPARTMENT OF PROBATE

1988 NOV 30 PM 2:00

DEC 02 1988

IN THE CIRCUIT COURT OF THE STATE OF OREGON

CIRCUIT COURT
MULTNOMAH COUNTY, OREGON FOR THE COUNTY OF MULTNOMAH

Probate Department

In the Matter of the Estate)	
)	No. 8701-90068
of)	
)	ORDER APPROVING FINAL ACCOUNT
JAMES L. SHIPP, Deceased.)	AND SUPPLEMENTAL FINAL ACCOUNT
)	AND DECREE OF FINAL DISTRIBUTION

The personal representative filed the final account on September 22, 1987 and the supplemental final account on November 30, 1988, both of which were approved by the distributees waiving time for filing objections thereto, the court finds that:

1. All Oregon income, inheritance and personal property taxes have been paid and appropriate receipts, releases and clearances therefor have been filed herein.
2. The personal representative waived his fee for services.
3. Attorneys fees in the amount of \$4830.00 as agreed upon have been paid.
4. The remainder of the estate assets after payment of the claims and expenses set forth above are vested in the following devisees under decedent's will:

Pamela Shipp \$35,000, and that real property located in Wasco County, Oregon, described as Township 6S, Range 16, Section 36 DB, Parcel 3200;

Larry Shipp \$7,000, and that real estate contract of sale for property located in Multnomah County, Oregon, described as Lot 8, Block 3, STORY'S ADDITION to EAST

Page

1 - ORDER APPROVING FINAL ACCOUNT & SUPPLEMENTAL ACCOUNT
DECREE OF FINAL DISTRIBUTION

1 PORTLAND, in the City of Portland, a five-unit apartment building,
2 known as 601, 603, 605, 607 and 609 S.E. 18th Street,
3 ~~Gregory Shipp, Residue of Estate, including real property~~
4 described in Exhibit I, attached hereto and by reference made a
5 part hereof.

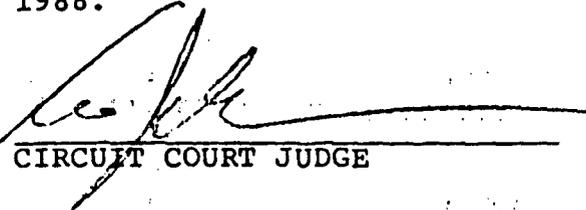
6 IT IS ORDERED AND DECREED:

7 1. The final account and supplemental final account filed
8 herein are approved.

9 2. The personal representative is allowed the sum of
10 \$4830.00 as just and reasonable compensation for his attorney
11 fee herein;

12 3. The personal representative is directed to make
13 distribution of the remaining estate property to the persons
14 and in the amounts set forth in paragraph 4 above, and said
15 property is hereby vested in said persons in the amounts set
16 forth.

17 DATED: November 30th, 1988.

18
19 
20 CIRCUIT COURT JUDGE

21 Personal Representative
22 Gregory Shipp
316 N.E. 19th Ave.
Portland, OR 97230 232-7811

23 Attorney for Estate:
24 Keith Burns, OSB 58012
1100 SW Sixth Ave., Suite 109
25 Portland, OR 97204
Tel. 222-2411
26

EXHIBIT "I" TO DECREE OF FINAL DISTRIBUTION

dated November _____, 1988, In the Matter of the Estate of James L. Shipp, deceased, No. 8701-90068, In the Circuit Court of the State of Oregon, County of Multnomah.

The following real property in the County of Multnomah, State of Oregon:

Legal Description: Section 15 L N 5 E TL #5 0.23 acres Crown Point Hwy., Corbett, OR (described in inventory as "Rock House" #12)

Legal Description: Section 15 L N 5E TL #6 0.23 acres Crown Point Hwy., Corbett, OR (described in inventory as "Restaurant")

Legal Description: Section 15 in 5E TL 14 1.62 acres Crown Point Hwy., Corbett, OR (described in inventory as "Store" #7)

Legal Description: Section 15 1 N 6 E TL 13 0.55 acres Crown Pt. Hwy., Corbett, OR (described in inventory as House #3)

Legal Description: Section 15 1 N 5 E TL 8 0.19 acres Crown Pt. Hwy, Corbett, OR (described in inventory as House #11)

Legal Description: Section 15 in 5E TL 16 0.55 acres Crown Pt. Hwy., Corbett, OR (described in inventory as House #2)

Legal Description: Section 15 in 5E TL 18 0.51 acres Crown Pt. Hwy., Corbett, OR (described in inventory as House #8)

Legal Description: Section 15 in 5E TL 17 1.69 acres Crown Pt. Hwy., Corbett, OR (described in inventory as House #9 and #10)

Legal Description: Sec. 14 1 N 5 E TL#3 11.38 acres
4.00 acres in Fire Patrol (described in inventory as
gravel pit)

Legal Description E 1/2 of S 10' of Lot 3, Block 2
E 1/2 of Lot 4, Block 2, 1915 NE Everett St., Portland, OR

Legal Description: BYRNES ADD N 40' of Lot 3, Block 2
Portland, Oregon, 314-316 NE 19th Ave., Portland, Or
(described in inventory as Clinic)

A large, illegible handwritten signature or scribble in the center of the page.

FILED

SEP 22 1987

RECEIVED
DEPARTMENT OF PROBATE
1987 SEP 22 PM 2:02

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

MULTNOMAH COUNTY APPELLATE
CIRCUIT COURT

Probate Department

In the Matter of the Estate)

No. 8701-90068

of)

AMENDED INVENTORY

JAMES L. SHIPP, Deceased)

LOUISA CASH

STATE OF OREGON)

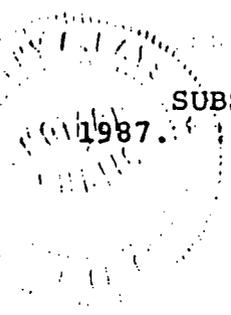
County of Multnomah)

I hereby certify that attached hereto is a list of amended values of property of the estate, showing reasons for reduction in value.

DATED: Sept 22, 1987.

Including vehicles, boats, aircraft, boats and various tools, furniture and other personal property.

Gregory Shipp
Personal Representative



SUBSCRIBED AND SWORN to before me this 22 day of September,

Dorothy A. Buss
Notary Public for Oregon
My commission expires: 5-8-89

Personal Representative:
Gregory Shipp
316 N.E. 19th Ave.
Portland, OR 97230

Attorney for Estate
Keith Burns, OSB 58012
1100 SW Sixth Ave. #109
Portland, OR 97204 (222-2411)

AMENDED INVENTORY OF ESTATE OF JAMES L. SHIPP, Deceased, No. 8701-90068

CASH:

Checking account 1st Interstate Bank 26th & E. Burnside #0059358	\$ 354.70
Savings Account Oregon Pioneer S&L Menlo Park Plaza Br. #3810435	<u>1,200.00</u>
TOTAL CASH	\$ 1,554.70
Stock account with Smith, Barney	4,270.66

PERSONAL PROPERTY:

Misc. coins, jewelry, personal effects and two small calibre pistols	\$ 600.00
---	-----------

VEHICLES & FARM EQUIPMENT

Including vehicles, trucks, tractors, boats and various tools, mobile home and miscellaneous other equipment	46,780.00
--	-----------

REAL PROPERTY	<u>430,600.24</u>
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TOTAL VALUE OF ESTATE	\$483,805.60
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JUN 16 1987

RECEIVED DEPARTMENT OF PROBATE

855

MULTNOMAH COUNTY

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

Probate Department

In the Matter of the Estate)
of)
JAMES L. SHIPP, Deceased.)

No. 8701-90068

INVENTORY

STATE OF OREGON)
County of Multnomah) ss:

I hereby certify that attached hereto is a complete inventory of all the property of the estate that has come into my possession or knowledge, with my estimate of the respective true cash values of the property as of the date of the death of the decedent.

DATED: 6-9-87, 1987.

Gregory Shipp
Gregory Shipp
Personal Representative

SUBSCRIBED AND SWORN to before me this 9 day of June, 1987.

Dorothy A. Davis
Dorothy A. Davis
Notary Public for Oregon
My commission expires: 5-8-89

Personal Representative:
Gregory Shipp
316 N.E. 19th Ave.
Portland, OR 97230

Attorney for Estate
Keith Burns, OSB 58012
1100 SW Sixth Ave. #109
Portland, OR 97204 (222-2411)

Page

INVENTORY

INVENTORY OF ESTATE OF JAMES L. SHIPP, Deceased, No. 8701-90068

CASH:

Checking account 1st Interstate Bank 26th & E. Burnside #0059358	\$ 354.70
Savings Account Oregon Pioneer S&L Menlo Park Plaza Br. #3810435	<u>1,200.00</u>
TOTAL CASH	\$ 1,554.70
Stock account with Smith, Barney	4,270.66

PERSONAL PROPERTY:

Misc. coins, jewelry, personal effects and two small calibre pistols	\$ 600.00
---	-----------

VEHICLES & FARM EQUIPMENT

Including vehicles, trucks, tractors, boats and various tools, mobile home and miscellaneous other equipment	107,910.00
--	------------

REAL PROPERTY*	<u>479,600.24</u>
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(Property taxes owed \$43,711.57)

TOTAL VALUE OF ESTATE	<u>\$593,935.60</u> =====
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*See Exhibit "A" attached for description of real property
and vehicles and farm equipment.

Prop. #	Desc	Common Area #	Acres	Value	Cost	Net Value
1	House # 2		16	24000.00		24000.00
2						
3						
4						
5		Ac .55				
6	House # 3		13	21500.00		21500.00
7						
8						
9						
10		Ac .55				
11	House # 11		8	15000.00		15000.00
12						
13						
14						
15						
16	Restaurant		6	108000.00	117934.79	90565.21
17						
18						
19						
20						
21						
22						
23	Gravel pit					
24	(main area) 11.30		3	35000.00	1069.19	33930.81
25						
26	House # 8		18	20000.00	2011.20	17988.80
27						
28						
29						
30		Acres 10.512				
31	House # 9 & 10		17	56000.00	4472.70	51527.30
32	9 feet to pit					
33						
34						
35		Acres				
36	Total this page				25528.49	254011.53
37						
38						
39						
40						

	Lot #	Tax Value	Tax Paid	Net Value
☆ Store & House # 17 Not in father's name New county take papers off Jackson's complete 1.62 acres	17	60000.00	0	60000.00
☆ Rock house & Garage Needs Jackson's #12 Jeff & Mike	5	48000.00	5467.96	42532.04
Next lot East .23	26	1000-	29.23	970.77
☆ in James Brown Name Needs trust Deed Next 4 lot lot East .95	9	1000-	14.24	985.26
☆ in Jim Brown Name Needs trust Deed .99				
Total this page				55193 104488.07

Act Val

per Description

Year	Description	Act Val	602536
	Personal prop Misc.	60000	602536
	Clocking	35470	
	License	120000	
	Stocks	421062	
	Vehicles & Farm Equipment		
1966	✓ Scout Lic BLD 533	380	
1979	✓ olds stwagon # ENR 462	2950	
1968	✓ olds Lic HRL 523	100	
1979	✓ olds 4D sedan PMS 720	9000	
1978	✓ chev pu Lic DLH 901	7000	
1974	✓ Plymouth 1974 Lic # HRL 523	25	
1973	✓ Cabana Motor house Lic # H9C 7144	13000	
1968	✓ international Dumptruck Lic # K01619	2300	
1963	✓ Ford pickup Lic # HDH 516	1900	
1953	✓ Mercury Lic SPO 0213	1500	
1977	✓ Corvette Lic kit 0496	9000	
1960	✓ triumph Lic # BL 714	9000	
1964	✓ Austin healy Lic LWH 147	12400	
	ic Macey Ferguson tractor	6500	
1969	✓ Honda motorcycle # 472225	200	
1966	14 foot boat # A30752	100	
	OS cot	6000	
	Loader	5000	
	Grader	4500	
	Exc Cot loader	1300	
	Tools	2300	
	40' trailer mobil Home	2500	
	Misc. Equip	10155	107910
		110235	110235

FILED
JAN 14 1987
CIRCUIT COURT
MULTNOMAH COUNTY, OREGON

THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

Probate Department

8701-90068

4 In the Matter of the Estate)
5 of) No.
6 JAMES L. SHIPP, Deceased.) ORDER ADMITTING WILL TO PROBATE
7) AND APPOINTING PERSONAL REPRESENTATIVE

8 Upon the petition of Gregory Shipp for the probate of
9 the will of the above-named decedent, the court finds the
10 allegations of said petition to be true.

11 IT IS THEREFORE ORDERED:

12 1. The Will dated December 11, 1986, is the last will
13 of the decedent above named and the same is hereby admitted
14 to probate.

15 2. Gregory Shipp is appointed personal representative
16 of the estate.

17 3. The personal representative is not required to
18 file a bond, and letters shall be issued forthwith to the
19 personal representative in the manner provided by law.

20 DATED: January 14, 1987

21 Ann. S. M. Leman
22 Judge

23 Personal Representative:
24 Gregory Shipp
25 316 N.E. 19th Ave.
Portland, OR 97230

26 Attorney for Estate:
Keith Burns, OSB 58012
1100 S.W. Sixth Ave. #109
Portland, OR 97204
Tel: 222-2411

ORDER ADMITTING WILL TO PROBATE AND APPOINTING PERS. REP.

FILED

JAN 13 1987
CIRCUIT COURT
MULTNOMAH COUNTY, OREGON

WILL
OF
JAMES L. SHIPP

8701-90068

ARTICLE 1
DECLARATIONS

I, JAMES L. SHIPP, an unmarried person, declare the following:

Testamentary Intent. This document is my Will, and I revoke all other wills and codicils that I have previously made.

Family Declarations.

Residence: State of California, County of Los Angeles

Adult Children living:

LARRY SHIPP
GREGORY SHIPP
PAMELA SHIPP

Property Scope - Separate Property. I intend that this will dispose of all property subject to my testamentary disposition.

ARTICLE 2
GIFTS

Real Property or Proceeds of Sale - Subject to Mortgage and Taxes. I give to the beneficiary designated below any interest I own at the time of my death, in the real property described below, together with any insurance on such property. ~~I give this property subject to any encumbrances on it at the time of my death, including any mortgage, deed of trust, and real property taxes and assessments.~~ If that property has been sold by me before my death, then I give the beneficiary cash equal in value to the net proceeds of the sale; provided, however, that if at the time of my death I hold a note secured by a deed of trust or mortgage on the property received as part of the sales price, the note shall be distributed to the beneficiary in partial satisfaction of this gift to the extent of the balance remaining due on the note. For purposes of this paragraph, "net proceeds" shall mean the gross proceeds on the sale, reduced by the amount of all encumbrances, commissions, and expenses of the sale paid by me, including the amount of any income taxes arising from the sale. This gift shall be subject to the death tax apportionment directions below. If the beneficiary does not survive me, this gift shall lapse and pass as part of the residue of my estate.

Beneficiary: GREGORY SHIPP

Real Property: That real property known as Coopey Falls, located approximately 30 miles East of Portland, Oregon, consisting of approximately 7 developed acres, together with an adjacent 12 acres of undeveloped land known as the gravel pit, including the buildings thereon, and all the personal property in said buildings and all automobiles, tractors, trailers, trucks, equipment, and all other personal property of whatever description located in Coopey Falls.

General Pecuniary Gift - Subject to Taxes. I give the following pecuniary gift. The executor shall pay no interest on this gift. This gift shall be subject to the death tax apportionment directions below. If the beneficiary does not survive me, this gift shall lapse and pass as part of the residue of my estate.

Beneficiary: PAMELA SHIPP

Amount: THIRTY FIVE THOUSAND DOLLARS (\$35,000),

which my Executor is charged with using for the express purpose of paying off the unpaid balance due on her mortgage on her residence located in Vancouver, Washington, with the remaining balance, if any, to be delivered to her for her own personal purposes, although it would be my wish that she use the same for college tuition.

As there are insufficient funds in my estate for this purpose, I charge that this amount constitute a Lien against the above real estate in Coopey Falls I have given to GREGORY SHIPP, which Lien must be paid by GREGORY SHIPP to my estate before the said real estate shall be conveyed to him by my executor.

General Pecuniary Gift - Subject to Taxes. I give the following pecuniary gift. The executor shall pay no interest on this gift. This gift shall be subject to the death tax apportionment directions below. If the beneficiary does not survive me, this gift shall lapse and pass as part of the residue of my estate.

Beneficiary: LARRY SHIPP

Amount: SEVEN THOUSAND DOLLARS (\$ 7,000.)

As there are insufficient funds in my estate for this purpose, I charge that this amount constitute a Lien against the above real estate in Coopey Falls I have given to GREGORY SHIPP, which Lien must be paid by GREGORY SHIPP to my estate before the said real estate shall be conveyed to him by my executor.

Real Estate Contract - Subject to Taxes. I give to the beneficiary designated below any interest I own at the time of my death, in that Real Estate Contract of Sale, the subject of which is the property located at Southwest 18th Street in Portland,

Initial *LS*

Oregon. This gift shall be subject to the death tax apportionment directions below. If the beneficiary does not survive me, this gift shall lapse and pass as part of the residue of my estate.

Beneficiary: LARRY SHIPP

Specific Gift of Professional Practice - Subject to Taxes. I give to GREGORY SHIPP, any interest I may have at the time of my death in my chiropractic practice, including the equipment, and any real estate interest in those properties located at 316 N.E. 19th Street, Portland, Oregon, as well as that house located at 1915 N.E. Everett Street, Portland, Oregon. If any of said interest or said real estate has been sold by me before my death, then I give the beneficiary cash equal in value to the net proceeds of the sale; provided, however, that if at the time of my death I hold a note secured by a deed of trust or mortgage on any of the aforesaid property received as part of the sales price, the note shall be distributed to the beneficiary in partial satisfaction of this gift to the extent of the balance remaining due on the note. For purposes of this paragraph, "net proceeds" shall mean the gross proceeds on the sale, reduced by the amount of all encumbrances, commissions, and expenses of the sale paid by me, including the amount of any income taxes arising from the sale. This gift includes any assets owned by such practice, and is subject to any liabilities attributed to such practice. This gift shall be subject to the death tax apportionment directions below. If the beneficiary does not survive me, this gift shall lapse and pass as part of the residue of my estate.

Residue - Outright to Descendants, Heirs. I give the residue of my estate to my descendants, LARRY SHIPP, GREGORY SHIPP, and PAMELA SHIPP, who survive me, by right of representation. If no descendants survive me, I give the residue to my heirs, their identities and shares to be determined under California law in effect on the date of execution of this will relating to the succession of separate property not acquired from a parent, grandparent, or previously deceased spouse.

Alternative Disposition - Disclaimer. In any beneficiary under the provisions of this will should disclaim all or any part of a beneficial interest granted to such beneficiary in accordance with the provisions of Section 2518 (or any substitute provisions) of the Internal Revenue Code, that beneficiary's interest is to automatically pass into the residue of my estate and be distributed according to the provisions of this instrument as if that beneficiary had predeceased me.

Death Taxes - Statutory Provision. I direct the executor to charge and collect all federal death taxes for assets passing under this will and outside this will from those persons sharing in my federal taxable estate in accordance with the California Probate Code provisions for death tax apportionment and

collect all state death taxes in the same manner as the federal death taxes and not as an administration expense. I recognize and confirm that such statutes provide that if a beneficiary's gift contributes to my taxable estate, the beneficiary must pay a prorata share of the tax. These tax directions shall not apply to any gifts in this will designated as "free of all death taxes", and the executor shall pay all death taxes on such gifts from the residue of my estate as an administration expense..... without apportionment among the beneficiaries of the residue. To the extent other assets are available, the executor is directed not to use any qualified retirement plan distributions excludable from federal estate tax under Internal Revenue Code section 2039(c), or successor section, to pay taxes, debts, or other charges enforceable against my estate.

**ARTICLE 3
OFFICE OF EXECUTOR**

Nominations. I nominate as executor and as successor executor(s) of this will those named below. Each successor executor shall serve in the order designated if the prior designated executor fails to qualify or ceases to act. The term "executor" shall include any personal representative of the estate.

First: GREGORY SHIPP
Second: KEITH BURNS. of Portland, Oregon.

Successor Coexecutor - None. If either of the coexecutor nominees fails to qualify or ceases to act, I nominate the remaining nominee as sole executor.

Bond - Waive. I request that the court not require bond of any executor named in this will.

Independent Administration - Permitted. The executor may administer my estate under the California Independent Administration of Estates Act.

Retain Assets and Exculpation. The executor shall have the power to retain any asset of the estate, including unproductive, speculative, or fluctuating assets. The executor shall not be liable for any resulting losses unless the executor acts in bad faith, willful misconduct, or gross negligence.

Sell Assets. The executor shall have the power to sell, with or without notice, at either public or private sale, for cash or terms, any property of my estate as the executor, in the executor's reasonable discretion, considers necessary for the proper administration and distribution of my estate.

Lease Property. The executor shall have the power to lease all or any property of my estate on such terms that the executor considers proper.

Distribution of Property - In Kind, Non Prorata, at Date of Distribution Values. The executor shall have the power to determine what property of my estate shall be allocated to the shares, parts, or bequests in selecting property for distribution or satisfaction of any bequest. Further, the executor may satisfy any general pecuniary bequest, except when specifically directed otherwise, by cash or in kind, or partly in each, with property distributed in kind valued at the date of distribution.

Distribution - Consideration of Basis and Adjustments. The executor may consider the income tax basis of property distributed in satisfaction of any gift under this will. Further, the executor may make adjustments to shares, parts, or gifts to compensate for the tax consequences of any distribution that the executor believes may directly or indirectly prefer one beneficiary of group over others, and the executor's decision shall be final and without liability for failure to exercise this power. However, the executor shall not exercise this discretion in any manner that will reduce, eliminate, or jeopardize any death tax marital or charitable deduction.

Investments - Broad. The executor shall have the power to invest and reinvest any surplus money of my estate that the executor considers advisable in any kind of property, real, personal, or mixed, specifically including, but not limited to, improved and unimproved real property, interest-bearing accounts, corporate and government obligations of every kind, preferred or common stocks, shares of mutual funds, investment trusts of any and every character, and stocks, obligations, and shares or units of common trust funds of any corporate fiduciary. The executor shall not be liable for the failure to exercise these powers.

Tax Decisions The executor shall have the power to make the following choices or elections, regardless of the resulting effect on any other provisions of this will or on any person interested in my estate: (1) choose a valuation date for estate tax purposes or choose the methods to pay estate or inheritance taxes; (2) elect to treat or use an item, for either federal or state tax purposes either as an income tax deduction or as a death tax deduction; (3) determine when a particular item is to be treated as taken into income or used as a tax deduction, to the extent the law provides that choice; (4) disclaim all or any portion of any interest in property passing to my estate at or after my death. No person adversely affected by any of these choices is entitled to any reimbursement or adjustment, and the executor is not required to make any adjustment between income and principal or in the amount of any property passing under this will as a result of any such election.

Facility of Payment. In making distributions to a minor, to a person under legal disability, or to a person not adjudicated incompetent but who, by reason of illness or mental or physical disability, is in the opinion of the executor unable to manage

the distribution property. My discretion shall pay such distribution in any of the following ways: (1) to the beneficiary directly, (2) to the legally appointed guardian or conservator of the beneficiary, (3) to a custodian for the beneficiary under the Uniform Transfers to Minors Act, (4) for the benefit of the beneficiary, or (5) to an adult relative or friend in reimbursement for amounts properly advanced for the benefit of the beneficiary.

Purchase of Estate Property by Beneficiary, Executor. Any beneficiary of my estate, even when acting as executor, shall have the power to purchase or exchange assets for assets of my estate or any fractional interest for adequate consideration.

Investment Advisor. The executor shall have the power, without court approval, to retain an investment adviser on such terms as the executor considers proper and to pay any fee as an expense of administration.

Business Interest - Continue Operation, Exculpation. The executor shall have the power either to continue the operation or to sell any business interest in my estate, on such terms and conditions as the executor considers proper. The executor shall not be liable for any resulting losses unless the executor acts in bad faith, willful misconduct or gross negligence.

ARTICLE 4 CONTEST, DISINHERITANCE, DEFINITIONS

No Contest - Contestant and Descendants Disinherited. If any beneficiary under this will in any manner, directly or indirectly, contests or attacks this will or any of its provisions, any share or interest in my estate given to that contesting beneficiary under this will is revoked and shall be disposed of in the same manner provided herein as if that contesting beneficiary had predeceased me without descendants.

Disinheritance - General. Except as otherwise provided in this will, I have intentionally omitted to provide herein for any of my heirs, or persons claiming to be my heirs, living at the date of my death, whether or not known to me.

Survivorship Requirement. For all gifts under this will, I require that the beneficiary survive me for sixty (60) days before entitlement to such gift.

Definitions - Simple. As used in this will, the following terms shall mean:

- (1) "Descendants" shall mean lineal descendants in any degree of the ancestor designated and shall include persons adopted during minority.

- (2) "Brothers and Sisters" shall include half-brothers and half-sisters if those persons are lineal descendants of mine.
- (3) "Death Taxes" shall include federal, foreign, state, and local estate and inheritance taxes, including penalties and interest, but not generation-skipping or special use valuation recapture taxes.
- (4) The masculine, feminine, or neuter gender and the singular or plural number shall each include the others whenever the context indicates.
- (5) Clause Headings are for reading convenience and shall be disregarded when construing this will.

Signature Clause. I subscribe my name to this will at Los Angeles, California, on December 11, 1976.


JAMES L. SHIPP
TESTATOR

Attestation Clause. The testator declared to us, the undersigned, that this instrument consisting of the number of pages indicated below, including the page signed by us as witnesses, was the testator's will and requested us to act as witnesses to it. The testator thereupon signed this will in our presence, all of us being present at the same time. We now at the testator's request, in the testator's presence, and in the presence of each other, subscribe our names as witnesses.

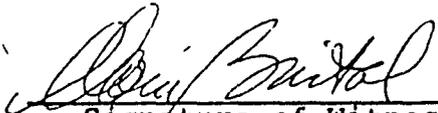
Pages: EIGHT

Date: Dec 12, 1980

Place: Los Angeles, CA

It is our belief that the testator is of sound mind and memory and is under no constraint or undue influence whatsoever.

We declare under penalty of perjury that the foregoing is true and correct.



Signature of Witness



Signature of Witness

Signature of Witness

Name and Address

TONI BRISTOL
1053 Rosedale Ave
Glendale, CA 91201

ARTHUR J. MAREN
2042 CALHOUN
SAN JOSE, CA 91350

JAN 13 1987
CIRCUIT COURT
MULTNOMAH COUNTY, OREGON

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

ENTERED

Probate Department

In the Matter of the Estate)
of) No. 8701-90068
JAMES L. SHIPP, Deceased.)
PETITION FOR PROBATE OF WILL
AND APPOINTMENT OF PERSONAL
REPRESENTATIVE

Petitioner alleges:

1. The following information is given with regard to the decedent:

- a. Name: James L. Shipp
- b. Age or birthdate: 61
- c. Domicile: Portland, Oregon
- d. Post office address: General Delivery, Bridal Vail, OR 97010
- e. Date and Place of Death: December 22, 1986, Portland, Oregon.
- f. Social Security No.: 297-20-4068

2. Decedent died testate.

3. Venue is established in the County of Multnomah, Oregon in that all the property in the estate is located in Multnomah County and he died in this county. There is no surviving spouse.

4. Gregory Shipp, whose post office address is 316 N.E. 19th Avenue, Portland, OR 97230, is nominated as personal representative under the will of decedent, and is not disqualified to serve, under the provisions of ORS 113.095.

5. The names, relationships and post office addresses of

Page

1 the heirs of the decedent are as follows:

2 Name	Relationship	Age	Post Office Address
3 Larry Shipp	son	Legal	16140 N.W. Jenne Lake Court 4 Beaverton, OR 97006
5 Gregory Shipp	son	Legal	316 N.E. 19th Ave. Portland, OR 97230
6 Pamela Shipp Brown	daughter	Legal	5806 N.E. 54th Ave. 7 Vancouver, WA 98611

8 6. The names, relationships and post office addresses
9 of the devisees of the decedent are as follows:
10 same as above.

11 7. The original of the last will of the decedent,
12 dated December 11, 1986, and the affidavits of the attesting
13 witnesses are presented to the court herewith.

14 8. So far as known to the petitioner, the extent and
15 nature of the assets of the estate and the probable value of
16 such assets are as follows: Various parcels of real estate,
17 the total extent of which is unknown, nor are other assets
18 of the estate ascertained at this time.

19 9. The personal representative has employed Keith
20 Burns, whose address is 1100 S.W. Sixth Avenue, Suite 109,
21 Portland, Oregon 97204, as an attorney to represent the
22 personal representative in the administration of the estate.

23 WHEREFORE, petitioner prays for an order:

24 a. Declaring said will to be the last will of decedent
25 and admitting the same to probate;

26 //

Page

1 b. Appointing Gregory Shipp personal representative
2 to serve without bond.

3 Gregory W Shipp
4 Petitioner

5 STATE OF OREGON)
6) ss:
7 County of Multnomah)

8 I, Gregory Shipp, the petitioner herein, being
9 first duly sworn, say that I have read the foregoing petition,
10 know the contents thereof and that the same is true as I
11 verily believe.

12 Gregory W Shipp
13 Petitioner

14 Subscribed and sworn to before me this 12 day of
15 January, 1987.

16 Dorothy A. Davis
17 Notary Public for Oregon
18 My commission expires: 5-28-89

19 Personal Representative:
20 Gregory Shipp
21 316 N.E. 19th Ave.
22 Portland, OR 97230

23 Attorney for Estate:
24 Keith Burns, OSB 58012
25 1100 SW Sixth Ave. #109
26 Portland, OR 97204
Tel: 222-2411

****CERTIFIED MAIL****

CERTIFIED NUMBER
881234

MULTNOMAH COUNTY TAX COLLECTOR
DIVISION OF ASSESSMENT AND TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716

P O BOX 1
BRIDAL VEIL, OR

97010

LEGAL DESCRIPTION

SECTION 15 1N 5E
TL 18 0.51 ACRES

NOTICE OF INSTITUTION OF
FORECLOSURE PROCEEDINGS

NOTICE IS HEREBY GIVEN THAT MULTNOMAH COUNTY, OREGON, THROUGH ITS TAX COLLECTOR AND COUNTY COUNSEL, HAS INSTITUTED PROCEEDINGS TO FORECLOSE THE LIENS FOR ALL THE DELINQUENT TAXES AGAINST EACH OF THE SEVERAL PROPERTIES INCLUDED IN THE 1987 FORECLOSURE LIST. THE PROPERTY DESCRIBED ABOVE IS INCLUDED IN THE FORECLOSURE LIST.

AS REQUIRED BY LAW, ONE GENERAL NOTICE OF THE FORECLOSURE LIST SHALL BE PUBLISHED. A CHARGE FOR ADVERTISING, REQUIRED BY LAW, WILL BE ADDED TO YOUR ACCOUNT ON THE DATE OF PUBLICATION, AUGUST 16, 1988. THIS CHARGE WILL BE 5% OF THE TOTAL TAXES AND INTEREST OWING FOR THE 1984-85 AND PRIOR YEARS THROUGH 1987-88.

PLEASE READ THE BACK OF THIS LETTER CAREFULLY FOR A CLEAR DESCRIPTION OF THE PROCEDURES FOR EITHER REMOVING THE PROPERTY FROM THE FORECLOSURE LIST, OR REDEEMING THE PROPERTY AFTER JUDGMENT IS TAKEN. PAYMENTS EITHER TO REMOVE THE PROPERTY FROM THE FORECLOSURE LIST OR TO REDEEM THE PROPERTY FROM THE JUDGMENT MUST BE MADE IN CASH OR BY CERTIFIED OR CASHIER'S CHECK. TO OBTAIN THE CORRECT PAYMENT AMOUNT, PLEASE CONTACT THIS OFFICE AT 248-3326.

IF YOU NO LONGER HAVE AN INTEREST IN THIS PROPERTY, PLEASE PROVIDE THIS OFFICE WITH THE NAME AND ADDRESS OF THE PERSON(S) BELIEVED BY YOU TO HAVE AN INTEREST.

THE TAX COLLECTOR

ACTION TAKEN BY COUNTY

1. ON MAY 16, A FORECLOSURE LIST IS PREPARED.
2. A CERTIFIED LETTER IS MAILED TO ALL PARTIES WITH A KNOWN INTEREST IN THE PROPERTY ADVISING THEY HAVE 30 DAYS TO REDEEM PRIOR TO JUDGMENT. THE FORECLOSURE LIST IS PUBLISHED AND COUNTY COUNSEL APPLIES FOR A JUDGMENT AND DECREE THROUGH CIRCUIT COURT. TO REDEEM PRIOR TO JUDGMENT.
3. A JUDGMENT AND DECREE IS SECURED FROM THE CIRCUIT COURT THIRTY DAYS AFTER THE PUBLICATION DATE. THE REDEMPTION PERIOD BEGINS.
4. A 'NOTICE OF EXPIRATION OF REDEMPTION PERIOD' IS PUBLISHED IN TWO WEEKLY ISSUES OF A NEWSPAPER, NOT MORE THAN 30 DAYS NOR LESS THAN 10 DAYS PRIOR TO THE EXPIRATION OF THE REDEMPTION PERIOD. A NOTICE THAT THE REDEMPTION PERIOD WILL SOON EXPIRE IS ALSO MAILED TO EACH OWNER OF RECORD OF PROPERTY IN FORECLOSURE.
5. THE TAX COLLECTOR DEEDS THE PROPERTY TO THE COUNTY AT THE END OF THE REDEMPTION PERIOD. ALL TAXES ARE CANCELLED AND PROPERTY IS REMOVED FROM THE TAX ROLL. WITHIN CERTAIN LIMITS THE COUNTY IS FREE TO SELL THE PROPERTY TO THE FORMER OWNER AT A PRIVATE SALE.

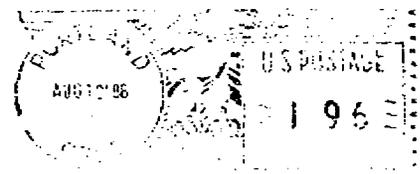
YOUR COURSE OF ACTION

1. FROM MAY 16 TO PUBLICATION OF THE FORECLOSURE LIST, YOUR PROPERTY CAN BE REMOVED FROM FORECLOSURE IF YOU PAY THE TAX AND INTEREST FOR THE 1984-85 AND PRIOR YEARS.
2. A 5% PUBLICATION CHARGE IS ADDED AS A PENALTY TO TAXES AND INTEREST. THIS PENALTY MUST BE PAID IN ADDITION TO THE FULL TAX AND INTEREST FOR THE 1984-85 AND PRIOR TAX YEARS. A CIRCUIT COURT ORDER IS REQUIRED TO REMOVE PROPERTY FROM THE FORECLOSURE LIST.
3. ALL TAXES AND INTEREST FOR ALL YEARS SHOWN ON THE JUDGMENT AND DECREE, PLUS THE 5% PENALTY, PLUS INTEREST ON THE JUDGMENT PLUS AN ADDITIONAL FEE. MUST BE PAID WITHIN THE REDEMPTION PERIOD. FORECLOSURE INTEREST IS 9% PER YEAR, COMPUTED DAILY.
4. YOU KEEP TITLE OF YOUR PROPERTY UP TO THE TIME THE TAX COLLECTOR DEEDS THE PROPERTY TO THE COUNTY. IF YOU DAMAGE OR DESTROY THE PROPERTY IN ANY WAY DURING THE PERIOD OF REDEMPTION, YOU LOSE YOUR RIGHTS OF POSSESSION.
5. YOU HAVE LOST ALL RIGHTS TO THE PROPERTY AFTER THE TAX COLLECTOR DEEDS THE PROPERTY TO THE COUNTY. YOU MAY ASK THE COUNTY COURT OR BOARD OF COUNTY COMMISSIONERS TO SELL THE PROPERTY AT A PRIVATE SALE. THE BOARD MAY DO SO, BUT IS NOT REQUIRED TO DO SO.

+9/076300000

XXXXXX CERT NO. 881274
XXXXXX
XXXXXX CERTIFIED MAIL XXXXXX

PRESENTED
FIRST-CLASS



CLAIM CHECK NO.

33862

WASH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716

HOLD

DATE

8-17

1ST NOTICE

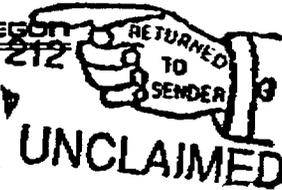
8-25

2ND NOTICE

8-30

RETURN

Detached from
PS Form 3849-A
Oct. 1980



SEP-5 1988

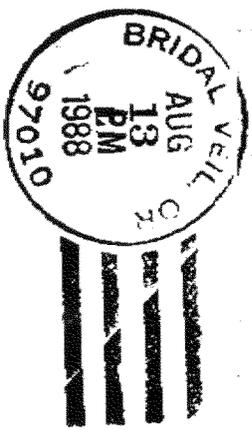
SHI 38 111724B1 08/17/88
NOTIFY SENDER OF NEW ADDRESS
SHIPP JA/GRE/SAN/MAR
2425 NE ALAMEDA
PORTLAND OR 97212-1555

Yo Greg Shipp
238 N.W. Maywood Dr.
Portland, OR 97210

SEP 13 1988
SEP 02 1988

R-94515-0180

R-94515-0180



SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery *(Extra charge)*

3. Article Addressed to: SHIPP, JAMES L P O BOX 1 BRIDAL VEIL, OR 97010		4. Article Number	
		Service: <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Mail	
5. Signature - Addressee X		8. Addressee's Address (ONLY if requested and fee paid)	
6. Signature - Agent X			
7. Date of Delivery			

+9/076300000

XXXXXX CERT NO. 881234
XXXXXX
XXXXXX CERTIFIED MAIL XXXXX
PRESORTED
FIRST-CLASS



CLAIM CHECK NO. 33888
WYOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716

HOLD

DATE 8-17
1ST NOTICE 8-25
2ND NOTICE 8-31
RETURN

212 RETURNED TO SENDER
UNCLAIMED

SEP-5 1988

SHI 38 111724B1 08/17/88
NOTIFY SENDER OF NEW ADDRESS
SHIPP JA/GRE/SAN/MAR
2425 NE ALAMEDA
PORTLAND OR 97212-1555

SHIPP, JAMES L
P O BOX
BRIDAL VEIL, OR

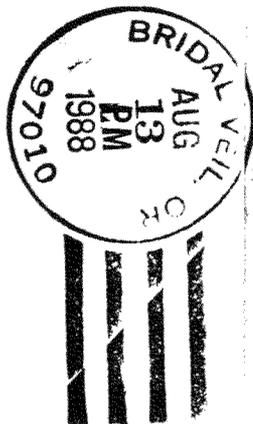
To Greg Shipp
238 N.W. Maywood Dr.
Portland, OR 97210

SEP 13 1988
SEP 02 1988

Detached
PS Form
Oct. 1980

MULTI-COPY SYSTEM
10150 E W 15 E D

0222-92



SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery *(\$ Extra charge)*

3. Article Addressed to: SHIPP, JAMES L P O BOX 1 BRIDAL VEIL, OR		4. Article Number 97010	
5. Signature - Addressee X		6. Addressee's Address (ONLY if requested and fee paid)	
6. Signature - Agent X			
7. Date of Delivery			

Service:
 Insured
 COD
 Registered Mail
 Obtain signature of addressee and DATE DELIVERED.

PS Form 3811, Mar. 1987

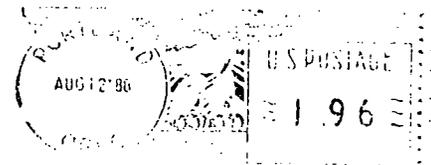
U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

+9/076300000

XXXXXX CERT NO. 881214
XXXXXX
XXXXXX CERTIFIED MAIL XXXXXX

PRESENTED
FIRST-CLASS



CLAIM CHECK NO.

33808



WYOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716

HOLD

DATE

8-17

1ST NOTICE

8-25

2ND NOTICE

8-27

RETURN

Detached from Form 7
Oct. 1980



SEP-5 1988

SHI 38 111724E1 08/17/88
NOTIFY SENDER OF NEW ADDRESS
SHIPP JA/GRE/SAN/MAR
2425 NE ALAMEDA
PORTLAND OR 97212-1555

SHIPP, JAMES L
P O BOX 1
BRIDAL VEIL, OR

Yo Greg Shipp
238 N.W. Maywood Dr.
Portland, OR 97210

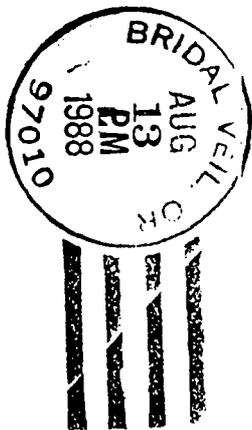
SEP 13 1988
SEP 02 1988

R-94515-0180

Returned subj. to
foreclosure
notification letter
R-94515-0180
Postmark - Aug 12, 1988

4

R-94515-0180



SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. (Consult postmaster for fees and check box(es) for additional service(s) requested.)

1. Show to whom delivered, date, and addressee's address. 2. Restricted Delivery *↑(Extra charge)↑*

3. Article Addressed to: SHIPP, JAMES L P O BOX 1 BRIDAL VEIL, OR 97010	4. Article Number Service: <input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Registered Mail Obtain signature of addressee and DATE DELIVERED.
5. Signature - Addressee X	8. Addressee's Address (ONLY if requested and fee paid)
6. Signature - Agent X	
7. Date of Delivery	

PS Form 3811, Mar. 1987

U.S.G.P.O. 1987-178-268

DOMESTIC RETURN RECEIPT

January 17, 90

Board of County Commissioners
Attention: Gladys McCoy
1021 S.W. 4th Avenue
Portland, OR 97204

Dear Mrs. McCoy and Board:

This letter is an appeal to repurchase some property that has significant property taxes owing on them, and to ask you to reduce the amount of property tax owed on this property.

I grew up in the Columbia River Gorge, where my father owned several rental houses, small restaurant and a little general store. In the late seventies he sold the restaurant and the small general store to an individual that tore down the existing structure and put in place a new facility. In 1981 this facility shortly went bankrupt because there was not the customer base necessary to support the restaurant and a store of the size that they had created. My father foreclosed on them and took the property back, at the same time he developed a severe heart condition. He went to Southern California and Mexico for treatment and was unable to tend to his business locally. While he was seeking health care, the property tax value placed on these buildings, that he foreclosed, stayed at the amount of there construction. That being around \$ 145,000, for the restaurant and for the small store \$ 48,000. I am currently disputing the amount of taxation that was assessed against the restaurant. My father past-a-way in December of 1986, at which point in time I became the executor and heir of the property. The Estate closed in early 1988. During this time the Oregon Department of Revenue inspected the property in question, based on my demonstration that it was a hardship to have this high of taxation placed on a building that was certainly not worth more than \$ 50,000. At that point in time, they reduced the building and land value to a total of \$ 58,000, and made that effective from 1986 to present, this did not address the 1983, 84, and 85 years. As you can see by the attached calculation of repurchase price I received from Larry Baxter, Manager of the Title tax unit. The only reason this wasn't reduced early was because of my father's ill health and his inability to tend to his business affairs. Currently the restaurant building is being used as a small private school for my children and a few others.

Page 2

My appeal is that you allow me to repurchase the property from Multnomah County on a contract and or reduce the 1983, 84, and 85 tax bill to reflect the properties actual value, which is reflected by its current tax assessment.

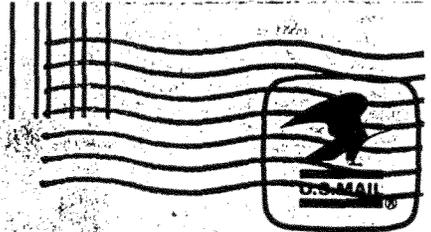
Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dr. Gregory W. Shipp". The signature is stylized and cursive.

Dr. Gregory W. Shipp, D. C.

GWS/ssss

UNITED STATES POSTAL SERVICE
OFFICIAL BUSINESS



SENDER INSTRUCTIONS
Print your name, address, and ZIP Code in the space below.
• Complete Items 1, 2, 3, and 4 on the reverse.
• Attach to front of article if space permits, otherwise affix to back of article.
• Endorse article "Return Receipt Requested" adjacent to number.

PENALTY FOR PRIVATE USE, \$300

RETURN TO 

Print Sender's name, address, and ZIP Code in the space below.

Multnomah County, Oregon
Div. of Assessment & Taxation
Tax Collector
P. O. Box 2716
Portland, Oregon 97208-2716

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional services requested.

1. Show to whom delivered, date, and addressee's address. **1 (Extra charge)**
 2. Restricted Delivery **1 (Extra charge)**

3. Article Addressed to: SHIPP, JAMES L. JR.	4. Article Number
P.O. BOX 1 BRIDAL VEIL, OR 97010	<input type="checkbox"/> Insured <input type="checkbox"/> COD <input type="checkbox"/> Registered Mail
5. Signature - Addressee <i>[Signature]</i>	<input type="checkbox"/> In signature of addressee <input type="checkbox"/> In signature of sender and addressee DATE DELIVERED:
6. Signature - Agent <i>[Signature]</i>	B. Addressee's Address (ONLY if requested and fee paid) 65
7. Date of Delivery 9-6-88	

Form 3837, Mar. 1983 U.S.G.P.O. 1987-178-268 **DOMESTIC RETURN RECEIPT**

R-94515-0170

4

Receipt
 Postmark: 9-88
 Received Subject to
 Foreclosure Letter 9-6-88
 (We do not have a copy
 of subject to Foreclosure
 letter because the
 original letter was
 received)
 Copy of Cert Fed
 R-94515-0170

P 705 118 075

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

PS Form 3800, June 1985 R-9455-0170

Sent to James Slipp	
Street and No. PO Box 1	
P O State and ZIP Code Bristolville OH 47010	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	\$
Postmark or Date	

(1 Year Notification
Mailed To:)
(R-9455-0170)

6



NOTICE TO INTERESTED PARTIES

The law (ORS 312.125) requires that you be notified by certified mail and by regular mail that the redemption period of the below-described property will expire on May 15, 1991. Unless redeemed before the above date, this property will be deeded to Multnomah County. Thereafter, every right and interest of any person in that property will be forfeited to the county.

Judgement and decree entered: November 3, 1988

Redemption expiration on May 15, 1991.

Account and property description: R94515-0170
section 15 in SE TL17
crown Pt Hwy
Corbett OK 47019

Owner as shown on tax roll:

Shipp, James L.

Should you have any questions you may call Tax Information at
(503)248-3326.

Date: 4/19/90

K. Dorn
Collections Supervisor
By

Benjamin Hilton
Deputy

Copy -
(1 Year Notification
Letter)
R-94515-0170
Letter dated 4-19-90

7

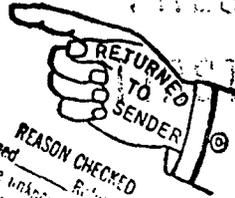
M 763

R94515-0170



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716



APR 23 1990

REASON CHECKED

Unclaimed Returned

Addressee unknown

Insufficient Address

No such street

No such office in state

Do not remain in this envelope

Fwd Order Expired

JAMES L. SLIPP

PO BOX 1

Bridel Hill OR 97010

Returned Regular mail

(1 Year Notification Letter)

R-94515-0170

Postmark: 4-23-90



63 R94515-0170

CERTIFIED
P 705 S 11 A 075
MAIL

APR 23 1990



TOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716



RETURNED TO SENDER

Unclaimed	REASON CHECKED	Refused
Addressee unknown	_____	_____
Insufficient Address	_____	_____
No such street	_____	_____
No such office in state	_____	_____
Do not remain in this category	_____	_____

Fwd Order
Expired
James L. Shipp

PO Box 1

Bridal veil OR 97010

APR 26 1990



Returned Certified Mail
(1 Year Notification Letter)
R-94515-0170
Postmark: 4-23-90



P 705 118 076

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
(See Reverse)

PS Form 3800, June 1985 R 94515-0180

Sent to <i>JAMES L SHIPP</i>	
Street and No. <i>PO BOX 1</i>	
P.O., State and ZIP Code <i>Bridel Hill OR 97010</i>	
Postage	<i>5</i>
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt showing to whom and Date Delivered	
Return Receipt showing to whom, Date, and Address of Delivery	
TOTAL Postage and Fees	<i>5</i>
Postmark or Date	

(1 Year Notification
Mailed to:)

(R-94515-0180)

6



NOTICE TO INTERESTED PARTIES

The law (ORS 312.125) requires that you be notified by certified mail and by regular mail that the redemption period of the below-described property will expire on May 15, 1991. Unless redeemed before the above date, this property will be deeded to Multnomah County. Thereafter, every right and interest of any person in that property will be forfeited to the county.

Judgement and decree entered: November 3, 1988

Redemption expiration on May 15, 1991.

Account and property description: R 94515-0180

Section 15 in SE TL 18
Crown Pt Hwy
Corbett OR 97019

Owner as shown on tax roll:

Shipp, James L

Should you have any questions you may call Tax Information at (503) 248-3326.

Date: 4/19/90

K. Dorn
Collections Supervisor
By

Benjamin H. Hon
Deputy

copy -
(1 Year notification
letter)

R-94515-0180
Letter dated: 4-19-90

J

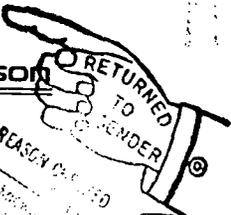
LI 763

R94515-0180



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208



REASON FOR RETURN
Unclaimed
Addressee unknown
Insufficient address
No such street
No such office
Do not mail in this envelope

Fwd Ciders
Exp. James L. SHIPP

PO Box 1

Bridal Veil OR 97010

Returned regular

mail

(1 Year notification letter)

R94515-0180
Postmark 4-23-90

8

763 R 94515-0180



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT & TAXATION
P.O. BOX 2716
PORTLAND, OREGON 97208-2716

CERTIFIED
P 7050118 076
MAIL



RETURNED TO SENDER

REASON CHECKED

Unclaimed Addressee unknown
 Insufficient address No such street
 No such office in state Do not re-mail in this area

End order Expired
James L. Shupp

APR 26 1990

P O Box 1
Brickell Hill OR 97010

Returned Certified Mail - (1 Year Notification Letter)
R-94515-0180
Postmark: 4-23-90

8



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

received 8/1/91

JAMES L. SHIPP GREG SHIPP
316 NE 19TH
PORTLAND, OR 97232

RE: SECTION 15 1N 5E, TL #18 0.51 ACRES
48115 E. CROWN POINT HWY 94515-0180

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

Former record owners or contract purchasers may buy the property back from the county by meeting the following standards:

1. This property must be your primary residence or primary place of business; and
2. This property and any other property of yours in Multnomah County has not previously been foreclosed for nonpayment of taxes; and
3. You have not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
4. You must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190. A down payment will be required.

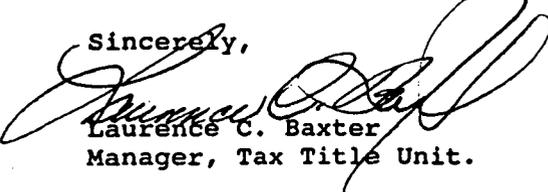
If you meet the above standards you have until SEPTEMBER 30, 1991 to enter into a contract to repurchase the property from Multnomah County.

If you do not meet the above standards you have until SEPTEMBER 30, 1991 to repurchase the property by payment in full of the taxes, interest, municipal liens, and maintenance expenses incurred by the County.

IF YOU DO NOT REPURCHASE THE PROPERTY BY SEPTEMBER 30, 1991, IT WILL BE DISPOSED OF AS THE BOARD OF COUNTY COMMISSIONERS DIRECTS AND, IF SOLD, ALL PROCEEDS WILL BE DISTRIBUTED TO THE VARIOUS TAXING DISTRICTS IN THE COUNTY.

Please contact me immediately at (503) 248-3590.

Sincerely,


Laurence C. Baxter
Manager, Tax Title Unit.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

JAMES L. SHIPP
PO BOX 1
BRIDAL VEIL, OR 97010

Change Address

RE: SECTION 15 1N 5E, TL #18 0.51 ACRES
48115 E. CORNW POINT HWY 94515-0180

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

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Please contact me immediately at (503) 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

*W. Shipp
2/1/91*

JAMES L. SHIPP & GREG SHIPP
316 NE 19TH
PORTLAND, OR 97232

RE: SECTION 15, 1N 5E, TL #17 1.69 ACRES
48117 E. CROWN POINT HWY 94515-0170

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

Former record owners or contract purchasers may buy the property back from the county by meeting the following standards:

1. This property must be your primary residence or primary place of business; and
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Please contact me immediately at (503) 248-3590

RECEIVED

APR 09 1992

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit.

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

~~JAMES L. SHIPP
PO BOX 1
BRIDAL VEIL, OR 97010~~

not mailed

cf. Greg 316 NET 9th
Change Address to Jeff Shepp

RE: SECTION 15, 1N 5E, TL #17 1.69 ACRES
48117 E. CROWN POINT HWY 94515-0170

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

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Please contact me immediately at (503) 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit.

Multnomah County, Oregon

To LS
Date 8/14/91 Time _____

WHILE YOU WERE OUT

M Bill Larnshaw
of (Dr Shupp's) out of
Phone 232-7811 credits of 2/1/91

TELEPHONED	<input checked="" type="checkbox"/>	PLEASE CALL	<input checked="" type="checkbox"/>
RETURNED YOUR CALL	<input type="checkbox"/>	WILL CALL AGAIN	<input type="checkbox"/>
WANTS TO SEE YOU	<input type="checkbox"/>	RUSH	<input type="checkbox"/>

Message re: 94575-0180
-0170

needs figures of recalculate
of copy

pd-57 

By: BLV

CALCULATION OF REPURCHASE PRICE
PROPERTIES DEEDED JULY 16, 1991

ACCOUNT NUMBER: 94515-0170
LEGAL DESCRIPTION: SECTION 15 1N 5E
TAXLOT # 17 1.69 ACRES
PROPERTY ADDRESS: 48117 E. CROWN PT HWY

	TAXES	INTEREST
1984/85	\$1,325.08	\$1,172.56
1985/86	\$1,290.54	\$987.13
1986/87	\$1,636.88	\$1,055.62
1987/88	\$1,766.24	\$927.10
1988/89	\$1,787.44	\$723.73
1989/90	\$1,539.26	\$438.54
1990/91	\$1,648.29	\$271.80
1991/92	\$1,737.45	\$1,737.45
TOTALS	\$12,731.18	\$5,654.49
PENALTIES	\$418.08	
MAINT EXPENSE	\$0.00	
RECORDING	\$70.00	
CITY LIENS	\$0.00	
PRICE	\$18,873.75	

AS OF September 30, 1991

11



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

Handwritten: 8/1/91

JAMES L. SHIPP GREG SHIPP
316 NE 19TH
PORTLAND, OR 97232

RE: SECTION 15 1N 5E, TL #18 0.51 ACRES
48115 E. CROWN POINT HWY 94515-0180

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

Former record owners or contract purchasers may buy the property back from the county by meeting the following standards:

1. This property must be your primary residence or primary place of business; and
2. This property and any other property of yours in Multnomah County has not previously been foreclosed for nonpayment of taxes; and
3. You have not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
4. You must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190. A down payment will be required.

If you meet the above standards you have until SEPTEMBER 30, 1991 to enter into a contract to repurchase the property from Multnomah County.

If you do not meet the above standards you have until SEPTEMBER 30, 1991 to repurchase the property by payment in full of the taxes, interest, municipal liens, and maintenance expenses incurred by the County.

IF YOU DO NOT REPURCHASE THE PROPERTY BY SEPTEMBER 30, 1991, IT WILL BE DISPOSED OF AS THE BOARD OF COUNTY COMMISSIONERS DIRECTS AND, IF SOLD, ALL PROCEEDS WILL BE DISTRIBUTED TO THE VARIOUS TAXING DISTRICTS IN THE COUNTY.

Please contact me immediately at (503) 248-3590.

Sincerely,

Handwritten signature of Laurence C. Baxter
Laurence C. Baxter
Manager, Tax Title Unit.

9



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

JAMES L. SHIPP
PO BOX 1
BRIDAL VEIL, OR 97010

*with
w/letter*

Change Address

RE: SECTION 15 1N 5E, TL #18 0.51 ACRES
48115 E. CORNW POINT HWY 94515-0180

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Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

*received
8/1/91*

JAMES L. SHIPP & GREG SHIPP
316 NE 19TH
PORTLAND, OR 97232

RE: SECTION 15, 1N 5E, TL #17 1.69 ACRES
48117 E. CROWN POINT HWY 94515-0170

Multnomah County recently received a deed to the above property as a result of foreclosure of delinquent property tax liens. Our records indicate that you are the former owner(s) of record.

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Please contact me immediately at (503) 248-3590.

Sincerely,

Laurence C. Baxter
Laurence C. Baxter
Manager, Tax Title Unit.

RECEIVED

APR 08 1992

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

August 1, 1991

~~JAMES L. SHIPP
PO BOX 1
BRIDAL VEIL, OR 97010~~

not mailed

Change Address to Jeff Shipp

Jo Greg

316 NE 19th

RE: SECTION 15, 1N 5E, TL #17 1.69 ACRES
48117 E. CROWN POINT HWY 94515-0170

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Please contact me immediately at (503) 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit.

ROUTING OF TAX TITLE DOCUMENTS

TO PERSONNEL PROCESSING TAX TITLE ORDERS, DEEDS AND

Please check off on route the following documents list:

DEED _____

CONTRACT 15624

ORDER 15624

AGREEMENT OF INDEMNIFICATION _____

COUNTY COUNSEL:

Please sign in the "REVIEWED" section all applicable Multnomah County Chair's office.

MULTNOMAH COUNTY CHAIR:

Please sign all applicable pages, indicate date signed and forward to the Clerk of the Board's office.

CLERK OF THE BOARD:

Please date and notarize the forms and return to Tax Title Unit, Bldg 421, 3rd Floor.

... 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.

Dated at Portland, Oregon this _____ day of _____, 1991

BOARD OF COUNTY COMMISSIONER
MULTNOMAH COUNTY, OREGON

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

Gladys Mc
Multnomah

By Andrea Peppy

Journal Not of Board Record

Page

Entered

Re: Gregory Shipp
foreclosure contracts:
Larry Baxter

Mult Co Ordinance
560 requires that these
repurchases be for
primary residences only
Does this guy have 2
primary residences?
Sandy

Kita —
Just copy the
front page w/
my note on
it. Thank
Sandy

28.73

50,900

28.1759

STATE I.D.
OOPR 0469

ANNEXATION NUMBER:

ACCT NUMBER R-94515-0050 *01/17/89

STATUS

LEGAL DESCRIPTION

TAT RES BOE 82-1459C040883 ADD-SECTION 15 1 N 5 E LOT BLOCK
 GRIMSRUD, STEVEN ETAL 13661406 TL# 5 0.23 ACRES
 NAME SHIPP JAMES L. YR-AG 88*80 79 BK/PG-2108/1325 IN RDMP 83-84
 MAIL TO WARNECK JEFFREY A. 1989/90-REAP AS OF 1-1-86
 P O BOX 1 VCHR # ACT- VCHR # DIV- 87/88 02/20/87 T \$18,000 \$30,000 \$48,000
 BRIDAL VEIL OR 97010 - IMPS CHARACTERISTICS / / -- 88/89 02/05/88 T \$18,000 \$30,000 \$48,000
 PROP CROWN POINT HWY CLASS- 89/90 01/06/89 T \$18,000 \$30,000 \$48,000
 CORBETT OR 97019 USE-M USE UNITS- ASSESSED VALUE BEFORE EXEMPTION
 MAP-151N5E CENSUS TRACT- CONS-MULT I ARCH- YEAR SR% LAND IMPROVEMENT TOTAL
 LEVY/073 STORIES- LIVING AREA- 87/88 100.0 \$18,000 \$30,000 \$48,000
 LAND CHARACTERISTICS NEIGHBORHOOD 010 YR. BUILT- 88/89 100.0 \$18,000 \$30,000 \$48,000
 RATIO CODE- 271 2 -APPR DISTRICT 89/90 \$18,000 \$30,000 \$48,000
 AREA- 23 A ZONING-RC SEC % IMP GOOD-

EXEMPTIONS				
YEAR	TYPE	LAND	IMPROVEMENT	TOTAL
NO EXM VALUES				
EXEMPTIONS ASSESSED VALUE				
YEAR	SR%	LAND	IMPROVEMENT	TOTAL
NO ASSESSED EXM VALUES				
TAXABLE VALUE				
YEAR	SR%	LAND	IMPROVEMENT	TOTAL
87/88	100.0	\$18,000	\$30,000	\$48,000
88/89	100.0	\$18,000	\$30,000	\$48,000
89/90		\$18,000	\$30,000	\$48,000

ACCT. NUMBER R-94515-0050 01/17/89 ***** TAX INFORMATION ***** INTEREST TO 02/15/89*****

RECEIVABLE		LEVIED		TRANSACTIONS									
YEAR	TAXES DUE	TAXES LEVIED	TAXABLE VALUE	RATE	YEAR	CODE	DATE	RECEIPT	BATCH	TRAN AMOUNT	I/D	I/D AMOUNT	
83-84	942.94 BAL	1,112.94 073	42,430	26.2300	83-84	T01	9/22/83	TAXEXT	AW64	\$942.94	D		
	424.32 INT	170.00- 599	LESS STATE PAYMENT		84-85	T01	9/28/84	TAXEXT	AW64	\$1,059.98	D		
	1,367.26 TOTAL	942.94 TOTAL			85-86	T01	10/ 3/85	TAXEXT	AW64	\$1,187.80	D		
84-85	1,059.98 BAL	1,229.98 073	45,120	27.2600	86-87	T01	10/ 8/86	TAXEXT	AW64	\$1,403.04	D		
	349.80 INT	170.00- 599	LESS STATE PAYMENT		86-87	T86	10/13/86	100976	0077	\$252.05			
	1,409.78 TOTAL	1,059.98 TOTAL			87-88	T01	10/ 1/87	TAXEXT	AW64	\$1,513.92	D		
85-86	1,187.80 BAL	1,287.80 073	47,000	27.4000	88-89	T01	10/ 3/88	TAXEXT	AW64	\$1,532.09	D		
	249.45 INT	100.00- 599	LESS STATE PAYMENT										
	1,437.25 TOTAL	1,187.80 TOTAL											
86-87	1,403.04 BAL	1,403.04 073	48,000	29.2300									
	126.27 INT	1,403.04 TOTAL											
	1,529.31 TOTAL												
JUD	4,593.76 BAL	4,593.76											
	1,149.84 INT												
	5,743.60 TOTAL												
	287.18 FCLS COST(5% OF TOT)BEGINNING 09/16/87												
	50.00 \$50.00 REDEMPTION FEE CHARGED												
	6,080.78 TOTAL DELINQ TAX/INT/COST												
87-88	1,513.92 BAL	1,513.92 073	48,000	31.5400									
	181.68 INT	1,513.92 TOTAL											
	1,695.60 TOTAL												
	580.34 3RD1**												
	565.20 3RD2**												
	550.06 3RD3**												
	1,695.60 YTD												
88-89	1,532.09 BAL	1,532.09 073	48,000	31.9187									
	.00 INT	.00 TOTAL											
	.00 TOTAL												

9

1388.80

48,000.00

1434.15

94575-0050

M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202

RETURNED TO SENDER

REASON CHECKED

Unclaimed

Addressee unknown

Insufficient Address

No such street

No such office in state

Do not remain in this envelope

Refused

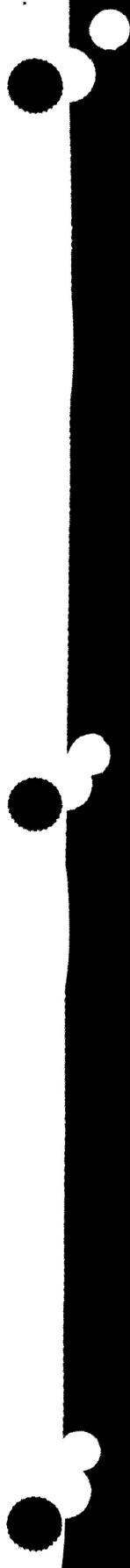


Food Order - Expired

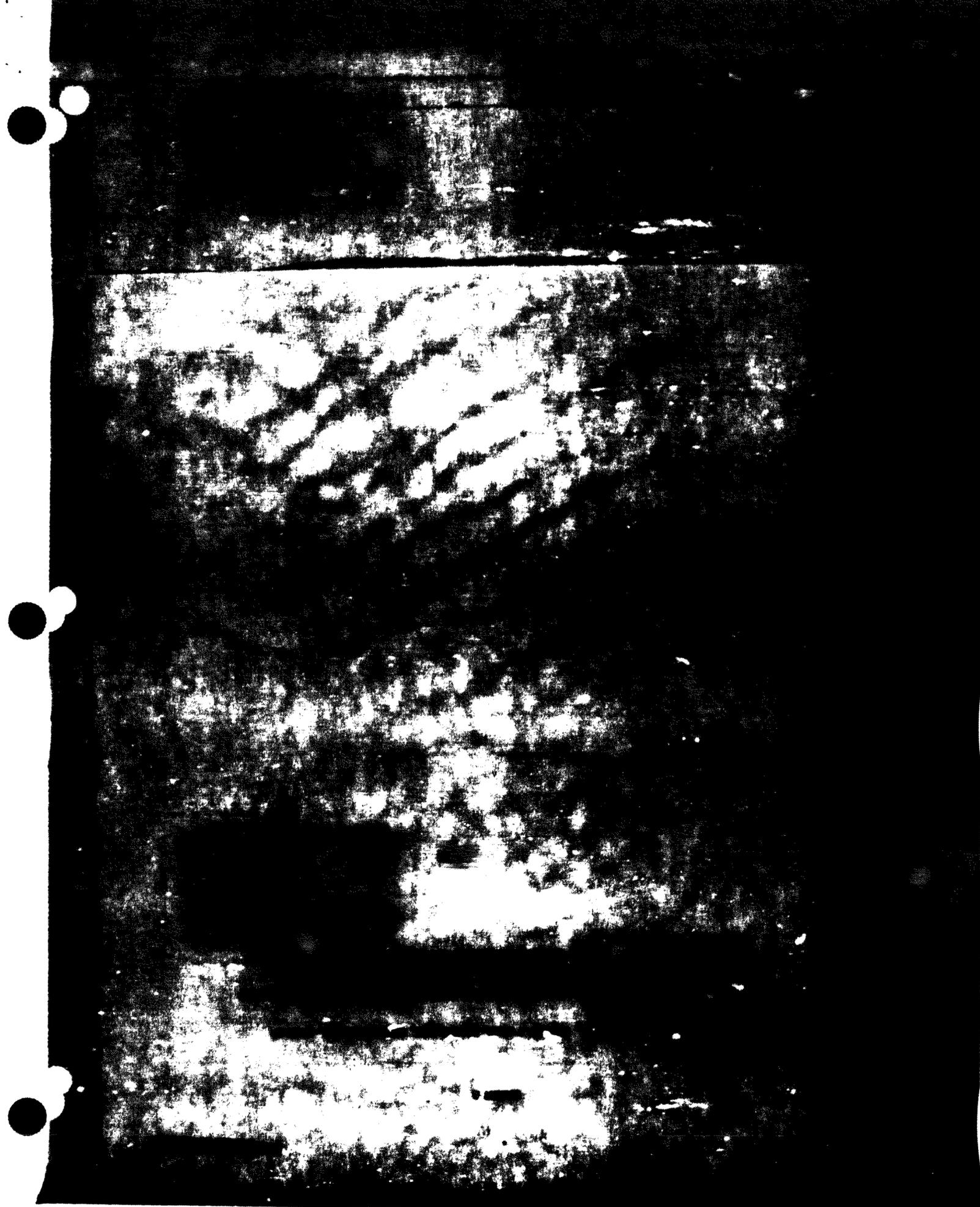
December 5, 1989

JEFFREY A. WARNEKE
PO BOX 1
BRIDAL VEIL, OR 97010













61,500^c

28.1759

STATE I.D. : ANNEXATION NUMBER:
 OOPR 0469
 ACCT NUMBER R-94515-0060 01/17/89 STATUS LEGAL DESCRIPTION

TAT COM DOR 88-0595C100388 ADD-SECTION 15 1 N 5 E LOT BLOCK
 NAME SHIPP JAMES L PARRISH, DENNIS ETAL 13771523 TL# 6 0.23 ACRES
 YR-AD 79 BK/PG-1576/1382 IN ROMP 83-84
 MAIL 1989/90-REAP AS OF 1-1-86 YEAR CHG-DATE, CD LAND IMPROVEMENT TOTAL
 P O BOX 1 VCHR # ACT-888345 VCHR # DIV- 87/88 09/13/88 A \$18,000 \$40,000 \$58,000
 BRIDAL VEIL, OR 97010 - IMPS CHARACTERISTICS / / -- NONOOPR TC VAL \$18,000 \$40,000 \$58,000
 PROP CROWN POINT HWY CLASS- OOPR TC VAL
 CORBETT, OR 97019 USE-REST UNITS- 88/89 08/31/88 B \$18,000 \$40,000 \$58,000
 MAP-151N5E CENSUS TRACT-000.00 CONS-WD FR ARCH- ASSESSED VALUE BEFORE EXEMPTION
 LEVY/CODE-073 STORIES- 2.0 LIVING AREA- 1,664 YEAR SR% LAND IMPROVEMENT TOTAL
 LAND CHARACTERISTICS NEIGHBORHOOD 010 YR BUILT-1980 87/88 \$18,000 \$40,000 \$58,000
 RATIO CODE- 271 2 -APPR DISTRICT % IMP GOOD- NONOOPR 100.0 \$18,000 \$40,000 \$58,000
 AREA- .23 A ZONING-RC SEC OOPR 100.0
 88/89 100.0 \$18,000 \$40,000 \$58,000

EXEMPTIONS
 YEAR TYPE LAND IMPROVEMENT TOTAL
 NO EXM VALUES
 EXEMPTIONS ASSESSED VALUE
 YEAR SR% LAND IMPROVEMENT TOTAL
 NO ASSESSED EXM VALUES
 TAXABLE VALUE
 YEAR SR% LAND IMPROVEMENT TOTAL
 87/88 \$18,000 \$40,000 \$58,000
 NONOOPR 100.0 \$18,000 \$40,000 \$58,000
 OOPR 100.0
 88/89 100.0 \$18,000 \$40,000 \$58,000

ACCT NUMBER R-94515-0060 01/17/89 ***** TAX INFORMATION ***** INTEREST TO 02/15/89*****
 RECEIVABLE LEVIED TRANSACTIONS

YEAR	TAXES DUE	TAXES LEVIED	TAXABLE VALUE	RATE	YEAR	CODE	DATE	RECEIPT	BATCH	TRAN AMOUNT	I/D	I/D AMOUNT
83-84	3,454.50 BAL	3,454.50 073	131,700	26.2300	83-84	T01	9/22/83	TAXEXT	AW64	\$3,454.50	D	
	1,554.53 INT	3,454.50 TOTAL			84-85	T01	9/28/84	TAXEXT	AW64	\$3,791.87	D	
	5,009.03 TOTAL				85-86	T01	10/3/85	TAXEXT	AW64	\$3,970.26	D	
84-85	3,791.87 BAL	3,791.87 073	139,100	27.2600	86-87	T01	10/8/86	TAXEXT	AW64	\$3,456.84	D	
	1,251.33 INT	3,791.87 TOTAL			87-88	T01	10/1/87	TAXEXT	AW64	\$3,406.32	D	
	5,043.20 TOTAL				86-87	T68	10/3/88	000031	5072	\$1,461.50		
85-86	3,970.26 BAL	3,970.26 073	144,900	27.4000	87-88	T68	10/3/88	000033	5072	\$1,577.00		
	833.76 INT	3,970.26 TOTAL			88-89	T01	10/3/88	TAXEXT	AW64	\$1,851.28	D	
	4,804.02 TOTAL											
86-87	1,695.34 BAL	1,695.34 073	58,000	29.2300								
	152.58 INT	1,695.34 TOTAL										
	1,847.92 TOTAL											
JUD	12,911.97 BAL	12,911.97										
	3,792.20 INT											
	16,704.17 TOTAL											
	835.21 FCLS COST(5% OF TOT)BEGINNING 09/16/87											
	50.00 \$50.00 REDEMPTION FEE CHARGED											
	17,589.38 TOTAL DELINQ. TAX/INT/COST											
87-88	1,829.32 BAL	1,829.32 073	58,000	31.5400								
	219.52 INT	1,829.32 TOTAL										
	2,048.84 TOTAL											
	701.25 3RD1**											
	682.94 3RD2**											
	664.65 3RD3**											
	2,048.84 YTD											
88-89	1,851.28 BAL	1,851.28 073	58,000	31.9187								
	.00 INT	.00 TOTAL										
	.00 TOTAL											

1/27/89 Br Shipp owner 1986?
 person Greg deceased
 316NE 19th av
 Greg receive title
 out 3/6 NE 19th
 some court
 ordered property
 put into his name
 58000.00
 1732.8!

74515-0060

M 786



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202

RETURNED TO SENDER

REASON CHECKED

Incorrect address

Return address

Postage

No such street

No such office in state

No return address in this envelope



Hand Order Expired

December 5, 1989

JAMES L. SHIPP
PO BOX 1
BRIDAL VEIL, OR 97010



[The majority of this page is obscured by heavy black redaction marks, rendering the text illegible.]

THE DIRECTOR
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C.

94375-0000







REL. INFORMATION



22. 10000000

74515-0180

LITIGATION GUARANTEE

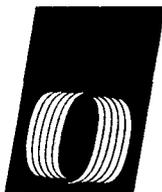
ISSUED BY

OREGON TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OREGON TITLE INSURANCE COMPANY, an Oregon corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby Guarantees the parties herein call the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;

In witness whereof, OREGON TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and authenticated by the facsimile signatures of its President and Secretary, provided this guarantee is valid only when countersigned by a duly authorized officer or agent of the corporation.



OREGON TITLE INSURANCE COMPANY

Countersigned

[Signature]

Authorized Officer

BY



PRESIDENT

ATTEST

SECRETARY

13

Guarantee Conditions and Stipulations

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of this Guarantee

The Company assumes no liability for loss or damage by reason of the following:

- (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss—Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage,

the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability—Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to its home office at The 1515 Building, 1515 S.W. Fifth Avenue, Suite 105, Portland, Oregon 97201.

10. Fee

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee.

REINSURANCE

As additional protection to the assured, an automatic reinsurance agreement exists between Oregon Title Insurance Company and Commonwealth Land Title Insurance Company, a Pennsylvania corporation, duly authorized to transact the business of title insurance in the State of Oregon.

Commonwealth Land Title Insurance Company by terms of said reinsurance agreement assumes a portion of the loss risk hereinafter a primary retention of loss risk by Oregon Title Insurance Company. A certificate of reinsurance is available upon request.

Guarantee No. 758130m
Order No. 758130m

Effective Date: March 17, 1992
at 5:00 P.M.

Liability: \$15,000.00

Fee: \$160.00

A. ASSURED: MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON

B. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS: A FEE

C. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MULTNOMAH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON

D. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE COUNTY OF Multnomah, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

(Continued)

E. AS OF THE EFFECTIVE DATE THE PREMISES ARE SUBJECT TO THE FOLLOWING EXCEPTIONS:
SEE ATTACHED EXHIBIT "E"

Guarantee No. 758130m
Order No. 758130m

Effective Date: 03/17/92
at 5:00 P.M.

EXHIBIT "E" - EXCEPTIONS

1. The rights of the public, governmental bodies, and public utilities, in and to that portion of the herein described property lying within the limits of roads and highways.
2. Any loss or claim of loss resulting from or occasioned by an attack upon tax foreclosure proceedings as set forth herein, which attack is based upon denial of due process of law for want of personal service or actual notice given to the Estate of James L. Shipp in said foreclosure proceedings or to persons claiming by and through the deceased.

Case No. : A8807-03873
Decree Entered : September 20, 1988
Tax Deed Recorded : July 18, 1991 in Book 2436 Page 166
Re-recorded : August 2, 1991 in Book 2441 Page 2276

NOTE: Taxes for 1991-92, paid in full.

Original Amount : \$533.96
Tax Amount : \$533.96
Code No. : 073
Account No. : R-94515-0180
Map No. : 151N5E

CC/dg

Guarantee No. 758130m
Order No. 758130m

Effective Date: March 17, 1992
at 5:00 P.M.

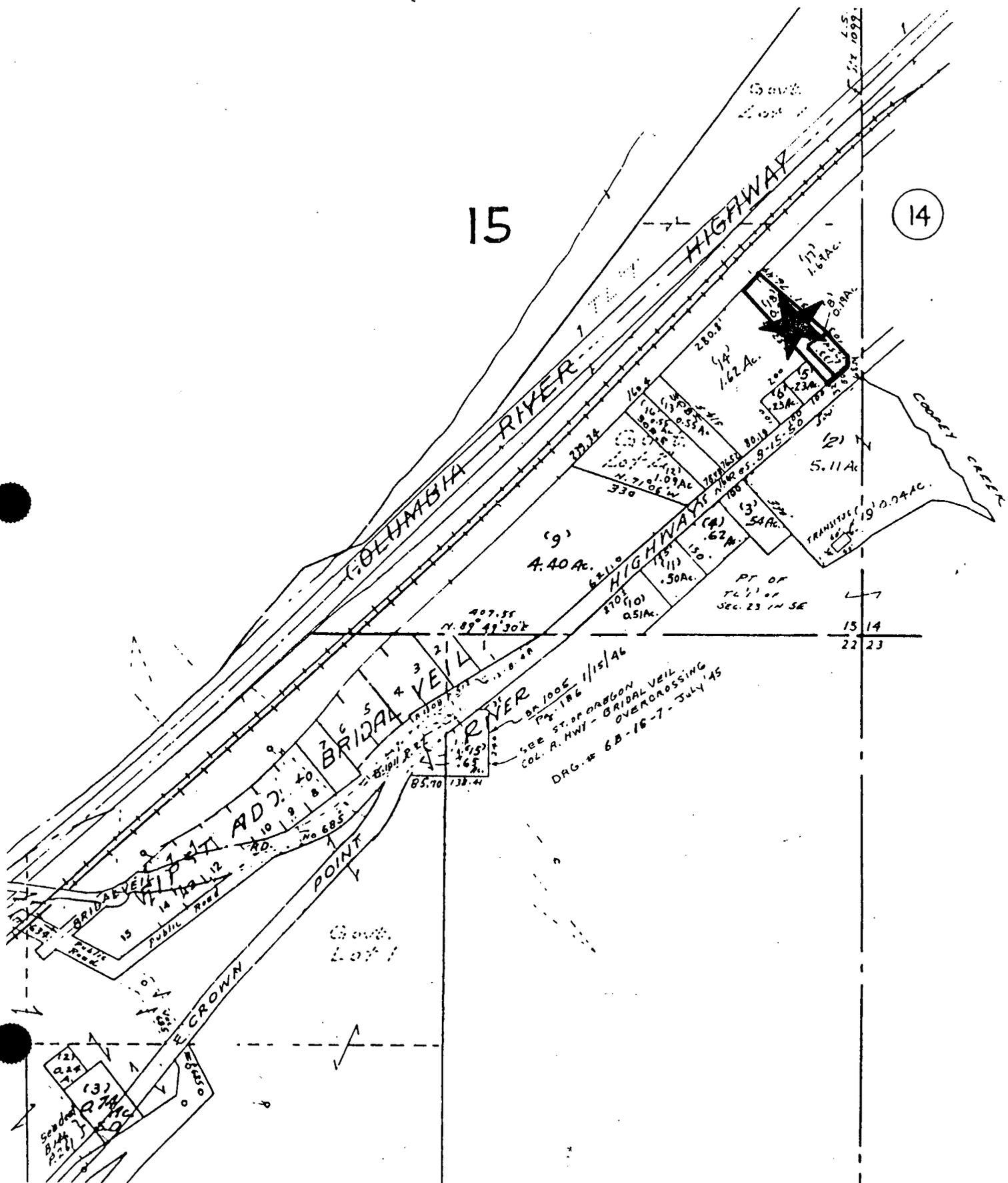
LEGAL DESCRIPTION, CONTINUED

A tract of land situated in the Southeast quarter of Section 15, Township 1 North, Range 5 East, of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Commencing at an iron rod at the intersection of the East line of said Section 15, with the Northerly line of the Crown Point Highway (60 feet wide); thence South 48° 37' 30" West along said Northerly line, 68.14 feet to an iron rod; thence North 14° 48' 36" West 33.54 feet to an iron rod; thence North 41° 22' 30" West 103.00 feet to an iron rod and the point of beginning of the tract herein to be described; thence South 48° 37' 30" West 65.00 feet to an iron rod; thence South 41° 22' 30" East 133.00 feet to an iron rod in the Northerly line of the Crown Point Highway; thence South 48° 37' 30" West along said Northerly line, 32.00 feet to an iron rod; thence North 41° 22' 30" West 333.28 feet to an iron rod in the Southerly right-of-way line of the O.W.R. & N. Co.; thence North 44° 41' 15" East along said Southerly line 79.89 feet; thence South 46° 10' 50" East 75.49 feet to an iron rod; thence continuing South 46° 10' 50" East 131.00 feet to the point of beginning.

This Map Provided As A Courtesy Of Oregon Title Insurance Company

This sketch is made solely for the purpose of assisting in locating said premises, and the company assumes no liability for variations, if any, in dimensions and locations ascertained by actual survey.



LITIGATION GUARANTEE

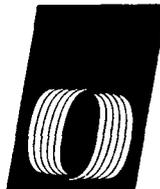
ISSUED BY

OREGON TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OREGON TITLE INSURANCE COMPANY, an Oregon corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby Guarantees the parties herein call the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;

In witness whereof, OREGON TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and authenticated by the facsimile signatures of its President and Secretary, provided this guarantee is valid only when countersigned by a duly authorized officer or agent of the corporation.



OREGON TITLE INSURANCE COMPANY

Countersigned

C. Carter

Authorized Officer

BY

Del...
Michael...

PRESIDENT

ATTEST

SECRETARY



13

Guarantee Conditions and Stipulations

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public records": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of this Guarantee

The Company assumes no liability for loss or damage by reason of the following:

- (a) taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss—Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage,

the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability—Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for indorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee or to its home office at The 1515 Building, 1515 S.W. Fifth Avenue, Suite 105, Portland, Oregon 97201.

10. Fee

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee.

REINSURANCE

As additional protection to the assured, an automatic reinsurance agreement exists between Oregon Title Insurance Company and Commonwealth Land Title Insurance Company, a Pennsylvania corporation, duly authorized to transact the business of title insurance in the State of Oregon.

Commonwealth Land Title Insurance Company by terms of said reinsurance agreement assumes a portion of the loss risk hereinafter a primary retention of loss risk by Oregon Title Insurance Company. A certificate of reinsurance is available upon request.

Guarantee No. 758129m
Order No. 758129m

Effective Date: March 17, 1992
at 5:00 P.M.

Liability: \$15,000.00

Fee: \$160.00

A. ASSURED: MULTNOMAH COUNTY, a political subdivision of the State of Oregon

B. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS GUARANTEE IS: A FEE

C. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
MULTNOMAH COUNTY, a political subdivision of The State of Oregon

D. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE COUNTY OF Multnomah, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

(Continued)

E. AS OF THE EFFECTIVE DATE THE PREMISES ARE SUBJECT TO THE FOLLOWING EXCEPTIONS:
SEE ATTACHED EXHIBIT "E"

Guarantee No. 758129m
Order No. 758129m

Effective Date: 03/17/92
at 5:00 P.M.

EXHIBIT "E" - EXCEPTIONS

1. The rights of the public, governmental bodies, and public utilities, in and to that portion of the herein described property lying within the limits of roads and highways.
2. Any loss or claim of loss resulting from or occasioned by an attack upon tax foreclosure proceedings as set forth herein, which attack is based upon denial of due process of law for want of personal service or actual notice given to the Estate of James L. Shipp in said foreclosure proceedings or to persons claiming by and through the deceased.

Case No. : A8807-03873
Decree Entered : September 20, 1988
Tax Deed Recorded : July 18, 1991 in Book 2436 Page 166
Re-recorded : August 2, 1991 in Book 2441 Page 2276

NOTE: Taxes for 1991-92, paid in full.

Original Amount : \$1,495.91
Tax Amount : \$1,495.91
Code No. : 073
Account No. : R-94515-0170
Map No. : 151N5E

CC/maw

Guarantee No. 758129m
Order No. 758129m

Effective Date: March 17, 1992
at 5:00 P.M.

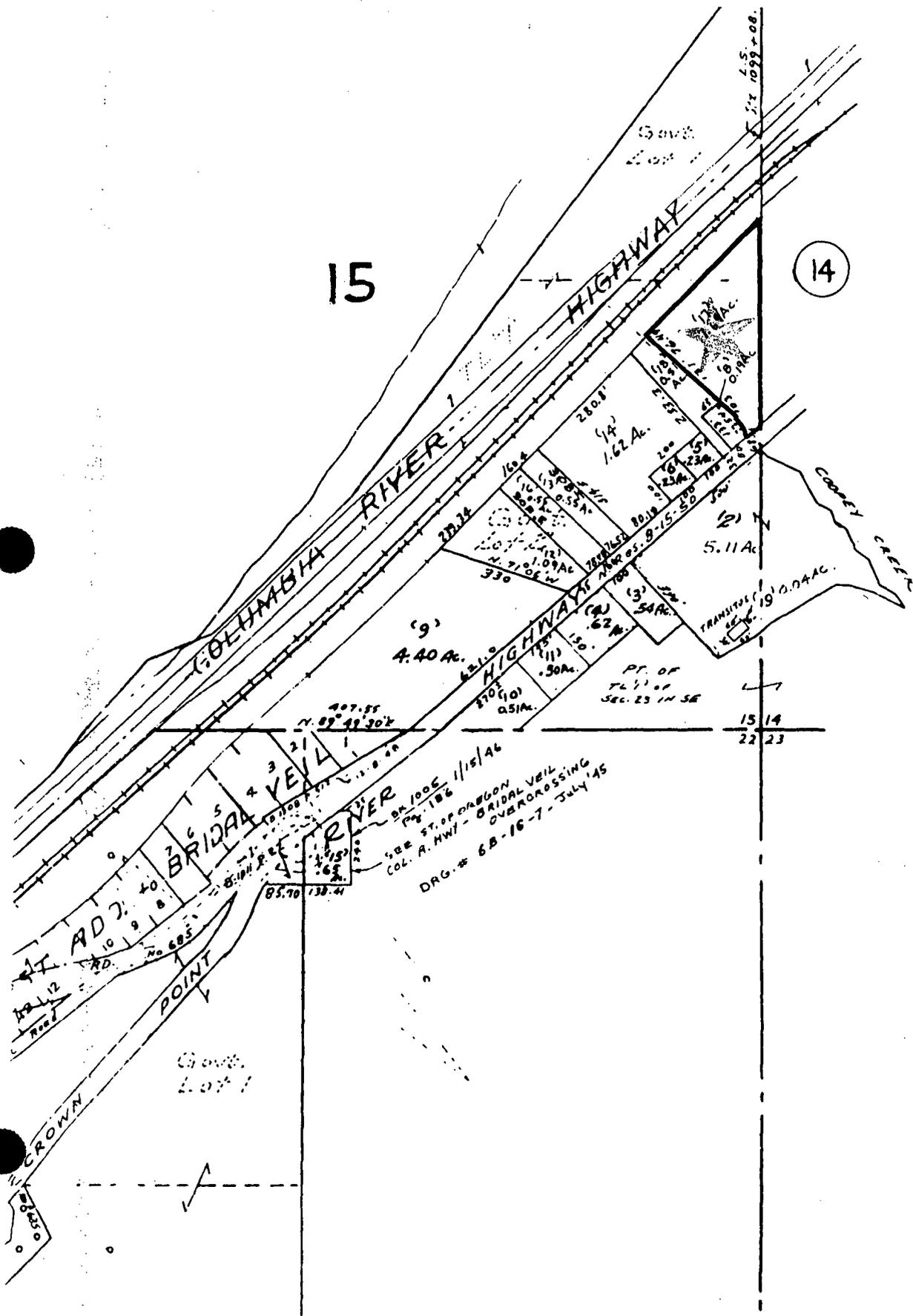
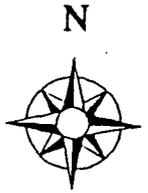
LEGAL DESCRIPTION, CONTINUED

A tract of land situated in the Southeast quarter of Section 15, Township 1 North, Range 5 East, of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at an iron rod at the intersection of the East line of said Section 15, with the Northerly line of the Crown Point Highway (60 feet wide); thence South $48^{\circ} 37' 30''$ West along said Northerly line, 68.14 feet to an iron rod; thence North $14^{\circ} 48' 36''$ West 33.54 feet to an iron rod; thence North $41^{\circ} 22' 30''$ West 103.00 feet to an iron rod; thence North $46^{\circ} 10' 50''$ West 131.00 feet to an iron rod; thence continuing North $46^{\circ} 10' 50''$ West 75.49 feet to the Southerly right-of-way line of the O.W.R. & N. Co.; thence along said Southerly line North $44^{\circ} 41' 15''$ East 22.16 feet to a point of spiral curve on said Southerly right-of-way line; thence Northeasterly along said Southerly line, on a spiral curve to the right, a distance of 150.00 feet to a point of circular curve to the right; thence continuing along said Southerly line on the arc of a 5654.58 foot radius curve to the right and through a central angle of $2^{\circ} 08' 57''$, West a distance of 212.11 feet to a point on the East line of said Section 15; thence South $0^{\circ} 15' 03''$ East along said East line, 474.85 feet to the point of beginning.

This Map Provided As A Courtesy Of Oregon Title Insurance Company

This sketch is made solely for the purpose of assisting in locating said premises, and the company assumes no liability for variations, if any, in dimensions and locations ascertained by actual survey.



MULTNOMAH COUNTY OREGON
DEPARTMENT OF PROBATE

LETTERS TESTAMENTARY

CASE NO. 870190068

THIS CERTIFIES that the Will of James L. Shipp

deceased, has been proved and Gregory Shipp

has/have been and is/are at the date hereof the duly appointed,
qualified and acting Personal Representative(s) of the Will and
estate of the decedent. PERSONAL REPRESENTATIVE RE-APPOINTED &
ESTATE RE-OPENED 5/26/92

IN WITNESS WHEREOF, I, as Clerk of the Circuit Court of the
State of Oregon for the County of Multnomah, in which proceedings
for administration upon the said estate are pending, do hereby
subscribe my name and affix the seal of said court

This 26th day of May, 1992 .

Clerk of the Court
By JANE L. DUDGEON

CERTIFICATE

STATE OF OREGON)
MULTNOMAH COUNTY) ss.

I, Administrator of the Circuit Court of the State of Oregon,
for Multnomah County, which Court has exclusive jurisdiction of
all probate proceedings in said County, do hereby certify that the
foregoing copy of Letters Testamentary has been compared by me
with the original, and that it is a correct transcript therefrom,
and of the whole of such original, as the same appears of record
in my office and in my custody.

I further certify that said Letters are now in full force and
effect.

In Testimony Whereof, I have hereunto set my hand and affixed
the seal of said Court.

This _____

ADMINISTRATOR

By _____

original in file
LTTM/PROBATE/TSTD0C

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ENTLED
MAY 27 1992
IN THE CIRCUIT COURT OF THE STATE OF OREGON
FILED

FILED
MAY 27 1992 11:00

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

In the Matter of the Estate)
of)
JAMES L. SHIPP, Deceased.)

No. 8701-90068
ORDER REOPENING ESTATE

and Reappointing Personal Representative

IT APPEARS TO THE COURT THAT:

1.

Further administration of the above estate is necessary because deeds to some real property were not executed by the personal representative.

2.

All claims presented to the personal representative in the above proceeding and allowed were paid in full before the closing of that estate.

3.

Petitioner, Larry Shipp and Pamela Shipp are the only devisees under the decedent's will admitted to probate in the above proceeding, all of whom have consented to the reopening of the estate and no further notice of that petition is required.

THEREFORE, AN ORDER OF THIS COURT IS ENTERED AS FOLLOWS:

4.

The estate is reopened for the purpose of execution of deeds to real property conveying the property in accordance with the decedent's will and the court's decree of distribution dated: November 30, 1988.

//

Page

112

ORS 115.003

Personal Representative's Creditor Search Checklist

As personal representative you have a legal obligation to take reasonable actions during the first three months of administration to identify everyone to whom the decedent owes a debt or other obligation and everyone who claims to be owed such a debt, even if the claim is not valid. This checklist is intended to assure that you satisfy your legal obligation to identify claimants. Mark each item "X" if completed or "n/a" if inapplicable. At the end of the three month period you should return this completed list to the attorney for the estate and discuss requirements for giving notice to claimants.

- X Notify Postal Service (by change of address notice) to forward to you all decedent's mail, including mail to residence and mail to any business address.
- X Continuously review all mail for bills or other indication of debt for three months from the date of your appointment.
- X Review all available decedent's bank account records for the last year to identify regular installment payments and partial payments on indebtedness. Follow up with inquiries on all payments which suggest a continuing obligation.
- X Review all available records in the possession of the decedent. Follow up with inquiries as appropriate.
- X Ask each attorney, accountant or other financial consultant of the decedent known to you to have provided services to the decedent to provide you information on any creditors of the decedent known to them.
- X Review income tax returns for the last three years with an accountant or the estate attorney, who will obtain appropriate tax releases.
- N/A If the decedent was ever divorced, review divorce records to identify any unpaid obligations for property division, debts, spousal or child support, or attorney fees.
- N/A If you find any record or information that litigation during the last twenty years, has judgment docket to verify that there is no court provided have
- X Check with hospitals, ambulance companies, and health care providers to determine if recent care to the decedent to determine if not been paid by Medicare or medical insurance. Had to be the! cos
- N/A If the decedent has received any form of payment of nursing home expenses, determined to the public welfare agency providing the aid ent is owed
- N/A If the decedent was involved in an accident on the date of death, review the circumstances and claims for personal injury or property damage. ng on the tstanding re decedent.
- N/A If the decedent operated a business, review claims with all business partners and associates, check the corporate minutebook and check for unincorporate debts. Discuss potential as incorporated, orate debts.
- X If the decedent owned real property, including a home, check with the tax assessor to determine that property taxes are paid current. If the decedent rented an apartment or home or business property, verify that no further rent is owed.
- N/A If you have any claim against the estate on account of a debt, notify the estate attorney to file a personal representative's claim
- ~~N/A~~ Consider whether there are any other obligations of the decedent not on this checklist of which you are aware.

The probate court had to be the! cos



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

TO: Jean Bucciarelli
FROM: Larry Baxter 
DATE: December 4, 1990
SUBJECT: Crown Point Highway Properties

Following is a list of the properties we discussed in the Columbia Gorge and their tax status as of December 4, 1990.

Account 94515-0080	4 years due	\$ 2,274.67
Account 94515-0130	4 years due	\$ 3,213.40
Account 94515-0140	4 years due	\$ 8,894.68
Account 94515-0160	4 years due	\$ 3,463.17
Account 94515- 0170	Redemption Expires May 1991	\$16,005.52
Account 94515- 0180	Redemption Expires May 1991	\$ 5,695.80
Account 94515-0050	Deeded to County	\$31,388.47
Account 94515-0060	Deeded to County	\$14,994.85

Total Taxes Due to County \$85,930.56

Enclosed is a copy of Multnomah County Ordinance #577 which establishes standards and procedures for repurchases by former owners and a copy of the letter which Dr. Shipp wrote to the Chair.

RECEIVED

APR 02 1992

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

April 7, 1992

Sandra N. Duffy, Esq.
Multnomah County Counsel
1120 S.W. Fifth Ave., No. 1530
P.O. Box 849
Portland, OR 97207

Re: Gregory Shipp and the real property that may remain in the
owner of record as James Shipp

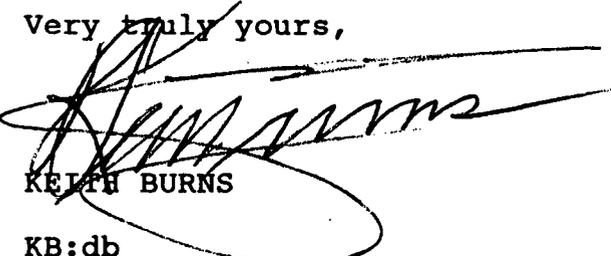
Dear Sandra:

I appreciated having the opportunity to talk to you today about the
above matters.

This is to advise you that I am representing Gregory Shipp.

After you have had an opportunity to review the file to determine
the status of the foreclosure of the four parcels of real property,
I would appreciate the information you have assembled.

Very truly yours,


KEITH BURNS

KB:db


APR 10 1992
COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE

KEITH BURNS
ATTORNEY AT LAW
1100 S.W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

May 12, 1992

The Honorable Board of County Commissioners
For the County of Multnomah, Oregon

Re: Tax accounts Nos. 9450170 and 9450180

Dear County Commissioners:

My client Gregory Shipp inherited the above two parcels of land from his father in 1988. There was a long delay in closing the estate due to concerns by the Oregon Department of Revenue regarding the decedent's tax returns in the years immediately preceding his demise. The amounts involved were modest, but his records were of a quality somewhere between chaotic, difficulty in locating or nonexistent.

Property records were also difficult to locate. Some property was sold on contract, often with the decedent regaining ownership, oftentimes with little documentation available.

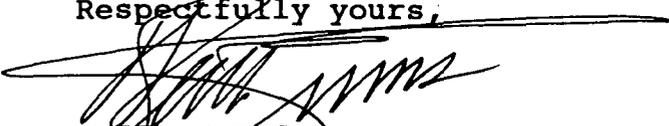
This confusion was compounded by my client's financial problems that ultimately led to his filing bankruptcy. As a result of his tenaciousness and integrity, his creditors claims are slowly being paid.

Back taxes were due on these properties prior to the demise of the decedent. With his own financial difficulties, my client did not inform himself of the degree of the cumulative taxes and at different times during this period being unable to deal with the problem, if he had known.

As the results of all this turmoil, the County foreclosed on the properties. My client is at this time asking the County to allow him to regain ownership of these parcels by paying the County in full for the taxes owed and interest accrued.

I respectfully ask the County to grant my client's request.

Respectfully yours,



KEITH BURNS
KB:db



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

U.S. BANKRUPTCY COURT
DISTRICT OF OREGON
FILED

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

MAY 20 1991

May 20, 1991

TERENCE H. DUNN, CLERK

BY DEPUTY.

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
SANDRA N. DUFFY
MICHAEL DOYLE
GERALD H. ITKIN
W.H. LAZENBY, JR.
MATTHEW O. RYAN
JACQUELINE A. WEBER
MARK B. WILLIAMS

HAND DELIVERED

The Honorable Henry L. Hess, Jr.
US Bankruptcy Court
District of Oregon
620 SW Main
Portland, OR 97205

RECEIVED

JUN 21 1991

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE.

RE: SHIPP, Gregory W.
Chapter 13 Case No. 391-32018-H13

Adv 91-3190

Dear Judge Hess:

The County requests withdrawal of its Adversary Proceeding filed May 1, 1991 in the above-referenced matter. I have spoken with debtor's attorney, Don Thacker, and discovered that the debtor's Notice of proposed Sale contained a typographical error. That error led the County to believe its real property taxes would not be paid from the proceeds. Mr. Thacker assures me those taxes will be paid in full (see copy of Mr. Thacker's letter which is enclosed).

Because the County no longer objects to the sale, it also has no objection to the Court signing an Order for such sale.

Sincerely,

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *[Signature]*
Sandra N. Duffy
Assistant County Counsel

Enclosure

cc: Don Thacker (w/o encl.)
Joy Gruber, A&T (w/encl.)
Ben Hilton, A&T (w/encl.)

P:\FILES\162SND.LTR\dp

*To: Sandra Duffy
Don Thacker
Pretrial of 6/25/91 9:00am
re: Adv 91-3190 IS
Cancelled.
L Hardiman
USBC*

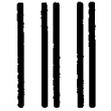
6-21-91

cc: adversary proc.

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGON**

1001 S. W. 5TH, 9TH FLOOR
PORTLAND, OREGON 97204

OFFICIAL BUSINESS
PENALTY FOR PRIVATE USE \$300



POSTAGE AND FEES PAID
UNITED STATES COURTS
USC 426

*Sandra Duffey
PO Box 849
Portland OR 97207*

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

May 15, 1992

Mr. Larry Baxter
Multnomah County Tax Title
2505 S.E. 11th Ave.
Portland, OR 97214

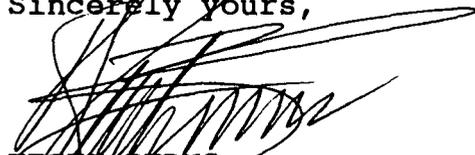
Re: Gregory Shipp

Dear Mr. Baxter:

Enclosed is a letter from Gregory Shipp to the County Commissioners to accompany that of mine for submission to the Commissioners regarding Mr. Shipp's request.

I assume when the County Commissioners are going to consider this that I will be notified as to the date. If I am incorrect in this assumption, I would appreciate it if you would so advise me.

Sincerely yours,



KEITH BURNS

KB:db

Enclosure

GREGORY W. SHIPP, D.O.
11633 Kling St.
Studio City, California 91602

May 13, 1992

The Honorable Board of County Commissioners
For the County of Multnomah, Oregon

Re: Tax Account Nos. 945150180 and 945150170

Dear County Commissioners:

I inherited these and a few other neighboring properties with considerable tax due from my father, James L. Shipp.

Because of a title mix-up his name remained after probate and the Notice of Foreclosure was sent to him instead of me. Had I known last September I could have taken advantage of the repurchase offer.

It would be impossible to split these properties up because of the intertwining septic and water systems. The above properties are on solid rock and their septic drainage system is on property I do clearly own.

The well providing water to these properties is also on property I own. Because of the solid rock base upon which these properties are located it is impossible for wells to be drilled for water to serve them.

Currently, these properties are where I and my family and a few friends reside. We have eight children amongst us (four are mine) and have a very close-knit family unit. It would not be in the best interest of Multnomah County to destroy this. We can make the payments required to keep the property and would deeply appreciate your approval to do so.

Sincerely,


Gregory W. Shipp

GWS:db



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

June 12, 1992

To: Hank Miggins
From: Bob Oberst *Bob*
Subject: Gregory Shipp - Tax Foreclosed Property

This is in response to your June 10 telephone call.

There are three groupings of property owned or formerly owned by Gregory Shipp involving delinquent taxes or tax foreclosure. All of the properties are adjacent or in proximity to each other in the Columbia Gorge.

Group One. Two parcels (tax accounts R-94515-0050 and R-94515-0060) were foreclosed for delinquent taxes of \$31,388.47 and \$14,994.85 respectively. The owner proposed to repurchase these parcels and the proposal was submitted by Tax Title to the BCC and approved. The former owner has repurchased on contract and is not in breach of the contract terms.

Group Two. Two parcels (tax accounts R-9450-0170 and R-9450-0180) were foreclosed in July 1991 for delinquent taxes of \$16,005.52 and \$5,695.80 respectively. The owner has proposed to repurchase these properties. This proposal has not been submitted by Tax Title to the BCC at this time and is among a number of tax foreclosed properties which former owners have requested repurchase outside the scope of statute or County ordinance.

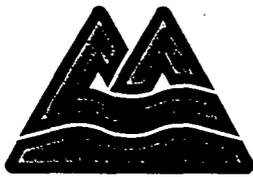
Group Three. Four parcels (tax accounts R-94515-0080, R-94515-0130, R-94515-0140 and R-94515-0160) accrued tax delinquencies of \$2,274.67, \$3,213.40, \$8,894.68 and \$3,463.17 respectively. The two-year period of redemption of these properties was to expire in September 1992; The properties have been redeemed by Gregory Shipp and are no longer subject to foreclosure.

Shipp claims not to have been made aware of the foreclosure of Group Two properties, however letters were sent prior to foreclosure advising Shipp of the pending foreclosure. Shipp does

not appear to possess any right to repurchase the Group Two properties inasmuch as the 90 day period for repurchase of a former owner's place of residence under County ordinance has expired and Shipp does not appear to use them as his residence.

The Friends Of The Columbia Gorge have written to Nancy Chase of County Parks recommending that the County retain ownership of the Group Two parcels; The Friends are also aware of the Group Three properties, but may not be aware that these have been redeemed by Shipp.

CC: F. Wayne George
Larry Baxter



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

August 14, 1992

Keith Burns
Attorney at Law
1105 Standard Plaza
1100 SW 6th Avenue
Portland, OR 97204

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

RE: Tax Account Numbers 94515-0170 and 94515-0180

Dear Mr. Burns:

The above-referenced properties were deeded to Multnomah County on July 16, 1991. Dr. Shipp was notified of the deed by the Multnomah County Tax Title Unit by letter dated August 1, 1991, mailed to the address he had earlier given to that office. In that letter he was given until September 30, 1991, to repurchase the property. On August 14, 1991, Dr. Shipp's accountant, Bill Earnshaw, requested by phone the amounts required to repurchase the property. No further contact was made by Dr. Shipp or his representatives until April 1992. On May 13, 1992, Dr. Shipp made a written request to repurchase the property on contract terms.

Under the provisions of Multnomah County Ordinance 560, requests to repurchase on contract terms can only be granted if:

- (1) The property is the primary residence or primary location of the owner's business;
- (2) Other property owned by the former owner has not been foreclosed for nonpayment of taxes; and
- (3) The former owner must accept the offer, in writing, within 90 days of the offer.

Dr. Shipp failed to meet any of the above requirements.

Keith Burns
August 13, 1992
Page 2

Ordinance 560 also provides that if the requirements in (1) and (2) above are not met, the former owner shall have no more than 90 days from the date of notification to repurchase by payment in full of the repurchase price. The 90 day period provided by Ordinance 560 expired long ago, therefore Multnomah County is unable to grant your client's request to repurchase the properties.

Sincerely,

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Sandra N. Duffy
Assistant County Counsel

cc Hank Miggins
Larry Baxter

P:\FILES\363SND.LTR\mw

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

August 26, 1992

Laurence Baxter, Manager
Tax Title Unit
Multnomah County
2505 S.E. 11th Avenue
Portland, OR 97202

Re: Gregory W. Shipp

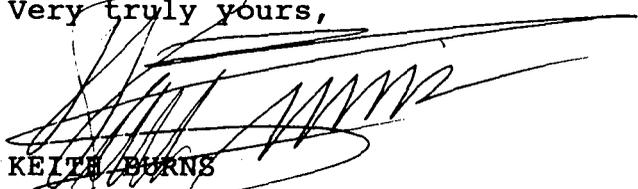
Dear Mr. Baxter:

Since mailing to you a copy of my letter to Deputy County Counsel, Sandra Duffy, the enclosed notice was brought to my attention.

In view of our response I assume you will hold this in abeyance and not take further action with respect to eviction of Gregg Shipp who resides in the residence on the property which is tax account No. 94515-0170.

If you intend any such action, please call me in advance because Gregg is temporarily in California for a few days and it will be necessary for him to come up and remove his property.

Very truly yours,



KEITH BURNS

KB:db

Enclosure

cc: Deputy County Counsel
Sandra Duffy

Hank Miggins
c/o Gladys McCoy



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

July 31, 1992

TO: Occupant
48117 E. Crown Point Hwy
Corbett, Or 97019

Re:94515-0170 SECTION 15 1N 5E Taxlot#17, 1.69acres. commonly known as 48117 E Crown Point Hwy Corbett, Or.

You are hereby notified that Multnomah County owns the above property by virtue of a Judgment and Decree made and entered by the Circuit Court of the State of Oregon, for the County of Multnomah Case #A8807-03873 and a deed dated July 16, 1991 which was recorded in Book 2436 Pages 166 through 195, Multnomah County Deed Records. No other party has any right to collect rent and you should make no further payments to Dr. Shipp or his agent.

You have no agreement with Multnomah County to occupy this property and are occupying it unlawfully.

We will allow you 30 days to vacate our property. You may send us a rent check for the month of August to Multnomah County Tax Title 2505 SE 11th Ave. Portland, Oregon 97202.

We will expect you to remove yourself and all your personal property no later than August 31, 1992.

If you have any questions, please call me at 248-3590.

Sincerely,


Laurence C. Baxter
Manager, Tax Title Unit

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

August 26, 1992

Ms. Sandra N. Duffy, Esq.
Deputy County Counsel
P.O. Box 849
Portland, OR 97207-0849

Re: Tax Account Nos. 94515-0107 and 0180 and your letter of
August 14, 1992

Dear Ms. Duffy:

Enclosed herewith is the response of Gregory W. Shipp to the facts
set forth in your letter.

Based upon his history of the events concerning this property that
transpired over a period of time it seems the most equitable
solution would be to allow him to recover the property where he was
raised and now lives and pay the county all taxes owed thereon and
accrued interest and the other usual charges that arise in
connection with such transactions. I am copying those parties to
whom you copied your letter to me.

Very truly yours,

KEITH BURNS

KB:db

Enclosure

cc: Hank Miggins
c/o Gladys McCoy

Larry Baxter

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

September 17, 1992

The Honorable Board of County Commissioners
for the County of Multnomah
1021 S.W. Fourth Ave.
Portland, OR 97204

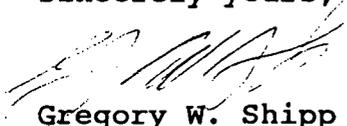
Re: Tax Account Nos. 9450170 and 9450180

Dear County Commissioners:

Because of the difficulty I am having in attempting to reclaim property which is my residence and where I was raised, I am asking you to place this on the agenda of the County Commissioners so I can appear before you. I am attaching to this letter a memorandum that sets forth my position with respect to these properties. I would sincerely appreciate it if you would let me have the opportunity to appear before the Board.

Thank you for your consideration.

Sincerely yours,



Gregory W. Shipp

GWS:db

Enclosure

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

In August of 1991 I received a phone call from Marie martin, my former wife and mother of my four children. She said, "people" had been on the property, taking photographs and stating they were going to acquire the property from the county. I was in Florida at the time and had been for two months. She contacted the county, along with a Mr. Bill Earnshaw and they were told the lots in question were numbers 94515-0150 and 94515-0160. These were in fact properties she was occupying, but were not the lots the county was attempting to contact me about in August of 1991.

After the call from the T.P.L., I contacted you, Keith, and told you they said the property had been in the name of James L. Shipp (my deceased father). You researched and learned the properties had not been transferred to me and in contacting Larry Baxter learned the properties that redemption had run out on were in fact tax account numbers 94515-0180 and 0170. This was the first news I had that these properties were deeded to the court.

Interestingly enough, a few days later you in reviewing the status of the remainder of the parcels found tax account numbers 94515-960, 0130, 0140 and 0080 were on their list of right to redeem, which were redeemed that day.

Upon my return from Florida I went to tax title and presented myself to Larry Baxter. Having received nothing in writing, just a lot of verbal confusion, I told Larry, I guess I'm here to put out some fires. Which units are we in trouble on? He pulled out 94515-0050 and 0060. Earlier that day from a telephone conversation he had calculated out what I needed to pay and I had brought that in a cashier's check. I gave him the funds and signed the contracts. That was on the 24th of September, 1991.

Mr. Baxter had an excellent working knowledge of the other problems and also knew what my address was. I asked as I left, "is there anything that needs my immediate attention?" He said no and I walked out.

Had I been told at that time there were two other lots that I needed to buy back by the end of the month, I would have done so. I was financially able to and am now.

My next contact was in the spring 1992 by a reporter from the Gresham Outlook and the Trust for Public Land. The Trust asked if I now wanted to sell the rest to them. I was shocked. They said the county now owned two lots. I thought there must have been some error and he was talking of the two I had given Larry Baxter funds for last fall.

When someone is having financial difficulty time blasts by at an unbelievable rate. I was counting on notification from Multnomah County for things like this and for tax valuation, etc. An error was made in the preparation and recording of the deeds. Had that

been done correctly, it would have kept me notified of the property status. Because it was not is no reason to take someone's home. That is simply not fair. I am able to pay the tax in full and should be able to keep the place where I grew up.

The property, as I pointed out earlier, has no value to anyone else. The septic systems and water systems are not even on the properties that the county had deeded to themselves. These cottages are built on solid rock and I am certain there is no place for a well or separate septic system. There is at present no access to two of the units except for across land I do own to establish direct access would be very expensive.

If the county has some other plan for the property and had waited around with baited breath for me to not respond to notices I did not get only to forward the removal of residence from the Gorge and expand the parks, all the while knowing I was not at P.O. Box 1, but rather at 316 N.E. 19th Avenue. This I would find unbelievable.

The person the county claims was my accountant and therefore that I was notified of this right to repurchase in August of 1991 is a Mr. Bill Earnshaw. He is an auto mechanic and was using the back yard of my closed chiropractic clinic building during the summer to fix cars. He also stayed in the basement. He was not my agent and was not an employee and did not handle my affairs and certainly was not my accountant.

In summary:

1. I was out of Portland from June to September of 1991.
2. I was not notified of my right to repurchase in August of 1991.
3. I was in close contact with the county prior to my departure and upon my return. Had I been told of all the lots in trouble I had the funds to pay prior to the deadline and still do.
4. The county for years has had a working knowledge of my address.
5. The properties have virtually no value because of the interdependent water and septic systems.
6. All I ask is the county allow me to pay off my debt to them and return my home. I do reside in House No. 9, tax lot No. 94515-0170. House No. 8, tax lot No. 94515-0180 is vacant and has been for 7 years. It is used to store recyclable materials and my personal property.


Gregory W. Shipp

SHARRON KELLEY
Multnomah County Commissioner
District 4



Portland Building
1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

M E M O R A N D U M

TO: Larry Baxter, Tax Title
FROM: Commissioner Sharron Kelley *SK*
RE: Gregory Shipp - Tax Accounts
DATE: September 22, 1992

Attached is a letter from Gregory Shipp regarding tax accounts 9450170 and 9450180. I would appreciate receiving from you a memo explaining the history and current status of these issues.

Thank you for your attention to this matter.

1679L - 54



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Bob Oberst
Property Management

✓ Sandy Duffy
County Counsel

FROM: Paul Yarborough, Director
Dept. of Environmental Services

DATE: September 23, 1992

SUBJECT: Dr. Shipp

Dr. Shipp has asked for a hearing by the Board of County Commissioners on his request to purchase tax account properties #9450170 and #9450180, formerly owned by his father. See attached material provided by Dr. Shipp.

Looks to me as if the primary issue is whether Dr. Shipp can be considered the former owner, and if so, then does he meet the tests set forth in state law and County Ordinance 560 establishing rights to repurchase.

Please prepare a background report in time for the Board hearing on Dr. Shipp's request.

PY/hw

cc: Hank Miggins
Delma Farrell

MULTNOMAH COUNTY CLERK
1120 S.W. 5th Avenue
PORTLAND, OREGON 97204

9/21/92

@ Hen
Paul
parboys
(FAK)

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

September 17, 1992

The Honorable Board of County Commissioners
for the County of Multnomah
1021 S.W. Fourth Ave.
Portland, OR 97204

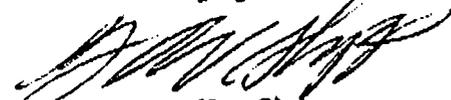
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Sincerely yours,



Gregory W. Shipp

GWS:db

Enclosure

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P.O. Box 1
Bridal Veil, OR 97010

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Page -2-

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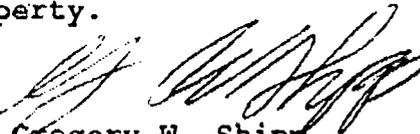
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Gregory W. Shipp

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

September 17, 1992

C. Lee
GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th St. Room 1417
PORTLAND, OR 97204

9/21/92

CGM
1120 P
4 farborough
(fax)

Hank Higgins
Executive to County Commission Chair
Gladys McCoy
1021 S.W. Fourth Ave.
Portland, OR 97204

Re: Tax Account Nos. 9450170 and 9450180

Dear Mr. Higgins:

I have requested a hearing before the County Commissioners. It is my understanding there will be no further action with respect to this property, including its sale, until I have had an opportunity to appear before the Commissioners.

Thank you for your courtesies in this matter.

Very truly yours,

[Handwritten Signature]
Gregory W. Shipp

GWS:db



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

To: Commissioner Sharron Kelley
From: Larry Baxter, Tax Title 
RE: Gregory Shipp Tax Accounts
Date: September 23, 1992

RECEIVED

SEP 24 1992

CLERK OF COUNTY OF

Multnomah County has been involved with a total of eight properties in Bridal Veil which were part of the estate of Dr. Shipp's father, James Shipp. James Shipp died December 22, 1986 in Multnomah County. In his will he left the Bridal Veil properties to his son, Gregory. Four of the properties had delinquent taxes due at the time of James' death. The other four became delinquent in May 1988. The county foreclosed on two of the properties, Tax Lots 5 & 6, in September, 1987; they were deeded to us in November 1989. Dr. Shipp applied to repurchase these lots on contract in December 1987. His request was denied; first because he did not appear to be the record owner and second because there was no evidence that he was the owner occupant. Multnomah County Ordinance 577 provides that when a request to repurchase is denied, the applicant may appeal to the Board of County Commissioners. On January 17, 1990, Dr. Shipp did appeal to the Board. Shortly after the Chair called and told me to sell the property back to Dr. Shipp. It was not until September 24, 1991 that Dr. Shipp came in with a down payment and signed the contract. I did inform him of the status of the two properties, 94515-0170 and 94515-0180, and he asked to be allowed to buy them back on a contract too. I told him that he was not eligible because he was not the owner occupant and he had several properties that were involved in foreclosure and I also told him he could appeal just as he had in 1990.

Notice of the deed for the two properties, 94515-0170 and 94515-0180, to Multnomah County was sent to Dr. Shipp both at the Box 1, Bridal Veil address and 316 NE 19th Ave address on August 1, 1991. Bill Earnshaw responded to those letters as a representative of Dr. Shipp. He was given the information necessary for Dr. Shipp to repurchase both properties.

I heard nothing from Dr. Shipp or Mr. Earnshaw until May of this year, when Keith Burns, Dr. Shipp's attorney contacted me. I told him the circumstances and informed him that he could appeal to the Board, which he did on May 12, 1992. On June 12, 1992, Bob Oberst wrote a memo to Hank Miggins outlining the current status of all eight of the Bridal Veil properties.

On July 31 I, with others from this office, went to Bridal Veil to check on the status of the properties and to notify the tenants that they would have to leave. Two of the three houses involved were occupied and we left notice to vacate with the occupants. A young teen-age girl who identified herself as Dr. Shipp's daughter said she lived in one of the other houses in the complex with her mother and step-father and that her father, Dr. Shipp, was in Los Angeles and didn't live there.

There is a large file of correspondence available regarding these properties which is available if you want it.

Gregory Shipp Tax Accounts, page 2.

On August 14, Sandra Duffy, Assistant County Counsel, sent a letter to Keith Burns in which she clearly told him that the county would not grant Dr. Shipp's request to repurchase.

Dr. Shipp's letter of September 17, is in response to that denial and under the provisions of Multnomah County Ordinance 577, Section 3 G., a hearing should be scheduled so that the matter can be finally resolved.

cc: Chair McCoy
Commissioner Anderson
Commissioner Bauman
Commissioner Hansen
Hank Miggins
Paul Yarborough
Wayne George
Bob Oberst
Sandra Duffy ←



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

To: Commissioner Sharron Kelley

From: Larry Baxter, Tax Title 

RE: Gregory Shipp Tax Accounts

Date: September 23, 1992

Multnomah County has been involved with a total of eight properties in Bridal Veil which were part of the estate of Dr. Shipp's father, James Shipp. James Shipp died December 22, 1986 in Multnomah County. In his will he left the Bridal Veil properties to his son, Gregory. Four of the properties had delinquent taxes due at the time of James' death. The other four became delinquent in May 1988. The county foreclosed on two of the properties, Tax Lots 5 & 6, in September, 1987; they were deeded to us in November 1989. Dr. Shipp applied to repurchase these lots on contract in December 1987. His request was denied; first because he did not appear to be the record owner and second because there was no evidence that he was the owner occupant. Multnomah County Ordinance 577 provides that when a request to repurchase is denied, the applicant may appeal to the Board of County Commissioners. On January 17, 1990, Dr. Shipp did appeal to the Board. Shortly after the Chair called and told me to sell the property back to Dr. Shipp. It was not until September 24, 1991 that Dr. Shipp came in with a down payment and signed the contract. I did inform him of the status of the two properties, 94515-0170 and 94515-0180, and he asked to be allowed to buy them back on a contract too. I told him that he was not eligible because he was not the owner occupant and he had several properties that were involved in foreclosure and I also told him he could appeal just as he had in 1990.

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I heard nothing from Dr. Shipp or Mr. Earnshaw until May of this year, when Keith Burns, Dr. Shipp's attorney contacted me. I told him the circumstances and informed him that he could appeal to the Board, which he did on May 12, 1992. On June 12, 1992, Bob Oberst wrote a memo to Hank Miggins outlining the current status of all eight of the Bridal Veil properties.

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cc: Chair McCoy
Commissioner Anderson
Commissioner Bauman
Commissioner Hansen
Hank Miggins
Paul Yarborough
Wayne George
Bob Oberst
Sandra Duffy



MULTNOMAH COUNTY OREGON

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

*1st written
request
5/15/92*

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

October 1, 1992

To: Sandra Duffy, County Counsel

From: Bob Oberst, Property Management *BOB*

Subject: Dr. Shipp - Tax Lots R-94515-0170 and R-94515-0180

This regards Paul Yarborough's September 23 Memorandum to you and me requesting our preparation of a background report on the referenced subject in time for a MCBC hearing on Dr. Shipp's (Gregory Shipp) request to "reclaim" the properties.

The Tax Title file on these properties is quite voluminous with notes of various conversations, correspondence, observations and other data regarding the properties. I have attempted to distill these into a format of "bullet" items as to Tax Title's involvement with Gregory Shipp as related to these properties. The list of these items is attached hereto along with a sketch map of the properties and a copy of my June 12, 1992 letter to Hank Miggins discussing these and other "Dr. Ship" properties.

I am sure that you have more information on this matter that the BCC should have in considering Gregory Shipp's request and am sending this with the expectation that you will add it to your information in the form of a report as requested by Paul Yarborough. I am breaking away for a vacation next week so will fax this to you in case you want to discuss this tomorrow.

You may want to discuss with Larry Baxter Gregory Shipp's "Memorandum" attached to his September 17, 1992 request letter to the BCC; there are questions as to the accuracy of some of the statements therein.

Delma Farrell has advised that this item is on the BCC Agenda for the week of October 12.

CC: Paul Yarborough
F. Wayne George
Hank Miggins
Larry Baxter

TAX TITLE ACTIVITY SUMMARY
Tax Lots R-94515-0170 and R-94515-0180
October 1, 1992

Two small houses on 0170 and one small house on 0180; located adjacent to Crown Point Highway.

Foreclosed for delinquent taxes; redemption period ended May 1991; title transferred to MC Tax Title July 1991.

Delinquent taxes and interest at time of transfer \$16,005.52 and \$5,695.80, respectively.

Owner of record at time of foreclosure: James L. Shipp, PO Box 1, Bridal Veil, OR 97010 (father of Gregory Shipp). James L. Shipp apparently died December 1986.

Notices related to foreclosure apparently sent to James L. Shipp at the Bridal Veil address and not to administrator of James L. Shipp's estate.

Gregory Shipp and one Bill Earnshaw together had a number of contacts with Tax Title prior to transfer of the properties. These contacts mostly involved other tax foreclosed properties, however foreclosure and pending transfer of 0170 and 0180 were discussed with Gregory Shipp and Bill Earnshaw.

August 1, 1991 letters advising of repurchase rights and requirements under MC Ordinance 560 were addressed to James L. Shipp and sent to the Bridal Veil address and addressed to James L. Shipp and Greg Shipp sent to 316 N.E. 19th, Portland, OR, the latter address as requested by Gregory Shipp at an earlier meeting with Tax Title.

Bill Earnshaw called Tax Title August 14, 1991 to ask the amount necessary to repurchase and was advised of these.

Keith Burns, attorney for Gregory Shipp, wrote letter dated May 12, 1992 to MCBCC with copy to Tax Title discussing the James L. Shipp estate and asking the right for Gregory Shipp to regain ownership by payment of taxes and interest.

County Counsel August 14, 1992 letter responded to the May 12 Keith Burns letter by advising that Gregory Shipp does not meet the requirements of Ordinance 560 for repurchase.

After inquiry by Chair's office, on July 31, 1992 Tax Title advised occupants of the property to vacate within 30 days.

Gregory Shipp September 17, 1992 request to appear before the BCC to reclaim the properties.

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BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
 2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
 3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
 4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
 5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- ✓ B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
 - 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
 - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

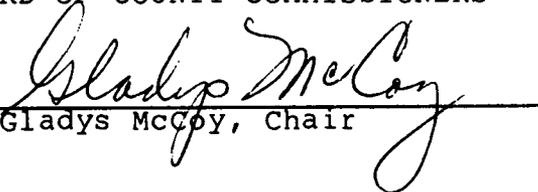
The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

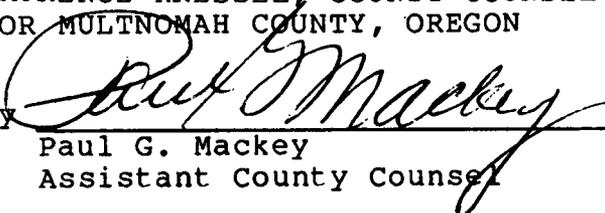
BY


Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

BY


Paul G. Mackey
Assistant County Counsel

7041/mfw
081987:2

(Underlined sections are new or replacements; [bracketed] sections are deleted.)

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 577

An Ordinance establishing procedure and standards for transferring tax foreclosed property to governmental bodies, for transferring administrative responsibility for the ordinance to the Department of Environmental Services, Facilities Management Division, and amending Multnomah County Ordinance No. 560.

Multnomah County ordains as follows:

Section 1. Policy and Purpose.

In addition to those procedures and standards adopted by the Board in the original Ordinance No. 560, the Board wishes to establish procedures and standards for transferring tax foreclosed properties to other governmental units within the County for a public purpose and assuring that the public purpose is served. Further, the Board reassigns the administrative responsibility for the Ordinance to the Department of Environmental Services, Facilities Management Division.

Section 2. Amendment.

Ordinance No. 560 is amended to read as follows:

Section 3 - Implementation

- A. The [Sheriff] Department of Environmental Services, Facilities Management Division shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the [Sheriff] Department of Environmental Service, Facilities Management Division shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the [Sheriff's] Department's evaluation of each parcel, which notice shall advise the recipient that:
 1. Within ninety (90) days from date of the notice, the recipient may
 - a. Pay the repurchase price in cash to the County, or
 - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for

repurchase on contract shall be stated in the notice.

2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.

- C. Upon receiving a request to repurchase by contract, the [Sheriff] Department shall process the application to assure that all standards are satisfied. If the standards are satisfied, the [Sheriff] Department shall prepare the documents associated with said repurchase agreement.
- D. Should the [Sheriff] Department deny a former record owner or contract purchaser an opportunity to repurchase on contract, the [Sheriff] Department shall advise of the reason therefore in writing, and further that the decision of the [Sheriff] Department may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either purchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in Paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the [Sheriff's] Department's decision.
- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The [Sheriff] Department shall provide the Board a copy of [his] its reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

Section 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The [Sheriff] Department shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the [Sheriff] Department shall suspend efforts to sell the property pending further direction from the Board.

Section 5 - TRANSFER OF PROPERTY TO GOVERNMENTAL UNIT

- A. When tax foreclosed property is deeded to the County,

the Department, in addition to duties prescribed hereinabove, shall compile a list of said properties and give notice to governmental units in Multnomah County inviting them to advise Multnomah County within ninety (90) days of any tax foreclosed property which is identified by the governmental unit as needed for a public purpose.

B. At the conclusion of the 90 day period, the Department shall assemble those notices submitted timely and notify the Board of Commissioners of their receipt. The Clerk of the Board shall publish notice in a newspaper of general circulation in the County for two successive weeks that the County intends to transfer particular property to a governmental unit. The notice shall specify when the Board of Commissioners will hear objections to the transfer and shall describe the property to be transferred.

C. Upon conclusion of the hearing provided above, the Board may order approval of the transfer of the property. Any such order shall include an express provision that should the property cease to be used for a public purpose, title shall revert to the County.

Section 3. Adoption

This Ordinance, being necessary for the health, safety and general welfare of the people of Multnomah County, shall take effect on the thirtieth (30th) day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County.

ADOPTED this 9th day of June, 1988, being the date of its second reading before the Board of County Commissioners of Multnomah County.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Gladys McCoy
Multnomah County Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By

Paul G. Mackey
Paul G. Mackey
Assistance County Counsel

Regular Meeting
11-5-92
R-1
Public Hearing

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

November 5, 1992

The Multnomah County Board of Commissioners
Suite 1510 Portland Building
1120 S.W. Fifth Ave.
Portland, OR 97204

Re: In the Matter of the request by Gregory Shipp to repurchase
two parcels of property located in the Columbia Gorge,
Tax Account properties #R 94515-0170 and #R 94515-0180

STATEMENT OF KEITH BURNS REPRESENTING GREGORY SHIPP

Issue I

Was the appeal of this matter made in a timely manner.

In May of this year Tax Title advised the only way Gregory Shipp could reacquire the property was by appealing to the Board of County Commissioners (BBC). This was done on May 12, 1992 (see Attachment 1) and Larry Baxter memo dated September 23, 1992 (Attachment 2) confirming the appeal was made on May 12th.

County Counsel sent two internal memoranda dated April 28, 1992 and April 27, 1992, respectively. On August 14, I received a letter from County Counsel stating the county would not grant Gregory Shipp's request to repurchase the property (Attachment 3). Ordinance 560 as amended by Ordinance 577, provides in section 3 D that should the Department deny the request to repurchase, it "shall advise of the reason in writing, and further, that the decision of the Department may be appealed to the BBC." (emphasis added). None of the documents sent by County Counsel, including the August 14 letter advised that the decision could be appealed. I treated the letter as I did the internal memoranda as stating what County Counsel's position would be before the BBC at the hearing we had requested on May 12. The request had been denied by the Department in May and that denial was appealed on May 12, 1992 by delivering the appeal to Tax Title as instructed by Mr. Baxter.

I responded to the County Counsel letter of August 14 on August 26 setting forth our position so it would be before the BBC when the hearing occurred (see Attachment 4).

Because of the time that elapsed since the appeal was made, I was concerned Tax Title had not forwarded our Request for a Hearing before BBC. Therefore, we hand delivered another request to the office of each of the Commissioners on September 17 (see attachment 5).

Our position is the appeal was filed on May 12th. However, in the event the appeal should have been from the County Counsel's communication of August 14, it did not comply with Ordinance 560 as amended by advising that an appeal could be made and had to be within ten (10) days from that communication. Therefore the procedure set forth in the Ordinance was not followed. It is appropriate for either reason that the BBC grant the request for the hearing.

Issue II:

The 90-day letter sent on August 1, 1991.

(A) Gregg Shipp stated he never received the 90-day letter or notification of the contents. The County says a representative of Gregory Shipp called the County. Gregg Shipp has stated that the person identified was repairing cars at the rear of a former clinic operated by him and that person resided in the basement and did not represent him. This factual dispute would not have occurred if the County had followed the procedure set forth in ordinances 560 as amended by Ordinance 577. The Ordinance requires that the 90-day notice be sent by certified mail (see Section 3 B). If that procedure had been followed, the return receipt would have resolved this issue. The 90-day letter did not comply with County Ordinances in that it was not sent by certified mail.

(B) The flaw of the 90-day letter might have been remedied when Gregory Shipp was in the Tax Title office on September 24, six days before the time expired for repurchasing the subject properties. He states that after he completed signing the contracts to purchase two other parcels of property, he inquired if there was any other properties in jeopardy or words to that effect, and was told that there were not. Mr. Baxter in his memorandum to the BCC said that he advised him that he was not eligible to repurchase the properties by contract.

I had a similar experience with Mr. Baxter with respect to some of the other parcels among the total of eight adjoining properties owned by Gregg Shipp. When I first learned of the problem by receiving a call from Gregory Shipp, I called Mr. Baxter and discussed the problem with him. At my request we went through all the properties either in that conversation or a subsequent one to

make sure I correctly identified the properties that were in difficulty. We went through each property and identified four that had no problems, including the two that Gregory Shipp was repurchasing. Mr. Baxter was able to pull this information up on a monitor in his office to provide me that information.

I subsequently went to the Tax Collector's office on Alder Street and was able to pull the properties up on a monitor to double check the oral information I had received from Mr. Baxter. Subsequently, again to make sure I had properly identified the properties, I went to the Tax Collector's office on Alder Street on May 26th. I pulled the properties up on the monitor and for the first time noticed that four properties that Mr. Baxter said were not in any difficulty, had to be redeemed on that date. I called Mr. Baxter on that day and asked him if he knew that this was the last day for these properties to be redeemed and he said, "I'm not surprised." I said, "I have to have that money in by 5:00 o'clock today, is that correct?" and he said "yes." Since Gregory Shipp was out of the City and I could not reach him, I personally provided the money order to redeem those properties for him.

It appeared to me that Mr. Baxter was aware of this and had not disclosed it to me when I discussed the properties with him on previous occasions. I'm assuming he would see the same information on the accounts on his monitor as I did at the Tax Collector's office and that such information had not changed during the few days' interim.

It defies logic that if Mr. Shipp had known that he had to repurchase these properties within six days of the time he was in Mr. Baxter's office on September 24th that he would not have done so. He did not do it either because Mr. Baxter did not inform him or Mr. Baxter did say he wasn't eligible to purchase them by contract, but did not inform him that he could purchase them by payment in full.

For two reasons we should turn back the clock and have the 90-day letter resent by certified mail as required by the ordinance. It was not sent by certified mail on August 1 of 1991, or, for the reason that the condition of these properties were not disclosed to Gregg Shipp on September 24, along with the options available to him to repurchase them. That I had a similar experience of nondisclosure when the information was known to Mr. Baxter when I discussed these properties with him shows a pattern of inattention to what I believe would have been the County's duty of disclosure on any of these properties on those two occasions when condition of properties were in jeopardy and inquiries were made.

III

In conclusion, while I am confident you are all aware of it, Ordinance No. 560, as amended by Ordinance No. 577, the findings of the County Commissioners include the following:

Under Section 1C: "The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered."

That is what we are asking the County to do today. The simplest method would be to go back and start the process of sending out the 90-day letter, providing the opportunity to Gregory Shipp to repurchase the properties by payment of all the taxes, interest and costs in full. The alternative is by amending the ordinance to allow the repurchase of the property on contract, a remedy presented to the BBC by County Counsel.

I believe the former is the simpler course to follow.

Thank you for your consideration.

GREGORY W. SHIPP, D.O.
11633 Kling St.
Studio City, California 91602

1
FILE COPY

May 13, 1992

The Honorable Board of County Commissioners
For the County of Multnomah, Oregon

Re: Tax Account Nos. 945150180 and 945150170

Dear County Commissioners:

I inherited these and a few other neighboring properties with considerable tax due from my father, James L. Shipp.

Because of a title mix-up his name remained after probate and the Notice of Foreclosure was sent to him instead of me. Had I known last September I could have taken advantage of the repurchase offer.

It would be impossible to split these properties up because of the intertwining septic and water systems. The above properties are on solid rock and their septic drainage system is on property I do clearly own.

The well providing water to these properties is also on property I own. Because of the solid rock base upon which these properties are located it is impossible for wells to be drilled for water to serve them.

Currently, these properties are where I and my family and a few friends reside. We have eight children amongst us (four are mine) and have a very close-knit family unit. It would not be in the best interest of Multnomah County to destroy this. We can make the payments required to keep the property and would deeply appreciate your approval to do so.

Sincerely,


Gregory W. Shipp

GWS:db

KEITH BURNS
ATTORNEY AT LAW
1100 S. W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

FILE COPY

May 12, 1992

The Honorable Board of County Commissioners
For the County of Multnomah, Oregon

Re: Tax accounts Nos. 9450170 and 9450180

Dear County Commissioners:

My client Gregory Shipp inherited the above two parcels of land from his father in 1988. There was a long delay in closing the estate due to concerns by the Oregon Department of Revenue regarding the decedent's tax returns in the years immediately preceding his demise. The amounts involved were modest, but his records were of a quality somewhere between chaotic, difficulty in locating or nonexistent.

Property records were also difficult to locate. Some property was sold on contract, often with the decedent regaining ownership, oftentimes with little documentation available.

This confusion was compounded by my client's financial problems that ultimately led to his filing bankruptcy. As a result of his tenaciousness and integrity, his creditors claims are slowly being paid.

Back taxes were due on these properties prior to the demise of the decedent. With his own financial difficulties, my client did not inform himself of the degree of the cumulative taxes and at different times during this period being unable to deal with the problem, if he had known.

As the results of all this turmoil, the County foreclosed on the properties. My client is at this time asking the County to allow him to regain ownership of these parcels by paying the County in full for the taxes owed and interest accrued.

I respectfully ask the County to grant my client's request.

Respectfully yours,

KEITH BURNS
KB:db

KEITH BURNS
ATTORNEY AT LAW
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FAX (503) 222-4429

FILE COPY

May 15, 1992

Mr. Larry Baxter
Multnomah County Tax Title
2505 S.E. 11th Ave.
Portland, OR 97214

Re: Gregory Shipp

Dear Mr. Baxter:

Enclosed is a letter from Gregory Shipp to the County Commissioners to accompany that of mine for submission to the Commissioners regarding Mr. Shipp's request.

I assume when the County Commissioners are going to consider this that I will be notified as to the date. If I am incorrect in this assumption, I would appreciate it if you would so advise me.

Sincerely yours,

KEITH BURNS

KB:db

Enclosure

GREGORY W. SHIPP, D.O.
11633 Kling St.
Studio City, California 91602

May 13, 1992

The Honorable Board of County Commissioners
For the County of Multnomah, Oregon

Re: Tax Account Nos. 94515-0180 and 94515-0170

Dear County Commissioners:

I Gregory Shipp hereby request to repurchase my property from
Multnomah County. Please approve.

Respectfully submitted,

Gregory W. Shipp

GWS:db



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

MEMORANDUM

To: Commissioner Sharron Kelley
From: Larry Baxter, Tax Title 
RE: Gregory Shipp Tax Accounts
Date: September 23, 1992

Multnomah County has been involved with a total of eight properties in Bridal Veil which were part of the estate of Dr. Shipp's father, James Shipp. James Shipp died December 22, 1986 in Multnomah County. In his will he left the Bridal Veil properties to his son, Gregory. Four of the properties had delinquent taxes due at the time of James' death. The other four became delinquent in May 1988. The county foreclosed on two of the properties, Tax Lots 5 & 6, in September, 1987; they were deeded to us in November 1989. Dr. Shipp applied to repurchase these lots on contract in December 1987. His request was denied; first because he did not appear to be the record owner and second because there was no evidence that he was the owner occupant. Multnomah County Ordinance 577 provides that when a request to repurchase is denied, the applicant may appeal to the Board of County Commissioners. On January 17, 1990, Dr. Shipp did appeal to the Board. Shortly after the Chair called and told me to sell the property back to Dr. Shipp. It was not until September 24, 1991 that Dr. Shipp came in with a down payment and signed the contract. I did inform him of the status of the two properties, 94515-0170 and 94515-0180, and he asked to be allowed to buy them back on a contract too. I told him that he was not eligible because he was not the owner occupant and he had several properties that were involved in foreclosure and I also told him he could appeal just as he had in 1990.

Notice of the deed for the two properties, 94515-0170 and 94515-0180, to Multnomah County was sent to Dr. Shipp both at the Box 1, Bridal Veil address and 316 NE 19th Ave address on August 1, 1991. Bill Earnshaw responded to those letters as a representative of Dr. Shipp. He was given the information necessary for Dr. Shipp to repurchase both properties.

I heard nothing from Dr. Shipp or Mr. Earnshaw until May of this year, when Keith Burns, Dr. Shipp's attorney contacted me. I told him the circumstances and informed him that he could appeal to the Board, which he did on May 12, 1992. On June 12, 1992, Bob Oberst wrote a memo to Hank Miggins outlining the current status of all eight of the Bridal Veil properties.

On July 31 I, with others from this office, went to Bridal Veil to check on the status of the properties and to notify the tenants that they would have to leave. Two of the three houses involved were occupied and we left notice to vacate with the occupants. A young teen-age girl who identified herself as Dr. Shipp's daughter said she lived in one of the other houses in the complex with her mother and step-father and that her father, Dr. Shipp, was in Los Angeles and didn't live there.

There is a large file of correspondence available regarding these properties which is available if you want it.

Post-It™ brand fax transmittal memo 7671 # of pages 2

To KEITH BURNS	From RICK BAUMAN
Co.	Co.
Dept.	Phone # 248-5217
Fax # 222-4429	Fax # 248-5440

Gregory Shipp Tax Accounts, page 2.

On August 14, Sandra Duffy, Assistant County Counsel, sent a letter to Keith Burns in which she clearly told him that the county would not grant Dr. Shipp's request to repurchase.

Dr. Shipp's letter of September 17, is in response to that denial and under the provisions of Multnomah County Ordinance 577, Section 3 G., a hearing should be scheduled so that the matter can be finally resolved.

cc: Chair McCoy
Commissioner Anderson
Commissioner Bauman
Commissioner Hansen
Hank Miggins
Paul Yarborough
Wayne George
Bob Oberst
Sandra Duffy



MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: GREGORY SHIPP FILE

FROM: Sandra N. Duffy (106/1530)
Assistant County Counsel

DATE: April 8, 1992

SUBJECT: Tax Accounts #R 94515-0170 and R 94515-0180/Gregory Shipp

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

Attached is a chronology of events relevant to property interests in two parcels of property abutting the Columbia Gorge Scenic Highway near Bridal Veil, Oregon (the tax accounts are referenced above). Gregory Shipp has requested that the County allow him to repurchase the properties which have been foreclosed for delinquent taxes and are now owned, in fee, by the County. (In October 1991, Mr. Shipp did repurchase two other parcels that had also been similarly foreclosed.)

I have had phone calls regarding these parcels from Mr. Shipp, from Don Thacker - his bankruptcy attorney, from Keith Burns - his probate attorney; from Chris Beck (228-6620) who is a staff person with Trust for Public Lands, Nancy Chase with the County Parks (x5050), a woman reporter with the Gresham Outlook, Hank Miggins of the Chair's office, Sharon Timko of the Chair's office, and, probably others who I failed to make a note of.

The Tax Title Department obtained litigation guarantees from Oregon Title Insurance on both parcels at issue here. The Report shows that Multnomah County holds title to both parcels. In both reports there is the following exception of note:

Any loss or claim of loss resulting from or occasioned by an attack upon tax foreclosure proceedings as set forth herein, which attack is based upon denial of due process of law for want of personal service or actual notice given to the Estate of James L. Shipp in said foreclosure proceedings or to persons claiming by and through the deceased.

There is also a telephone message to Larry Baxter dated August 14, 1991 from someone in Dr. Shipp's office (Bill Farnham?) requesting figures for repurchase. This shows Dr. Shipp received the letters offering a repurchase opportunity.

Additionally, I received a document from Tax Title with figures setting out the calculations of the repurchase price for Tax Account # 94515-0180 (there wasn't one for Tax Account #94515-0170). There is a notation that this document was sent to Dr. Shipp on August 14, 1991 pursuant to the telephone request.

Repurchase did not occur by September 30, 1991.

CONCLUSION

The county holds good title to the subject parcels. Based on the chronology and documentation gathered, a title company should agree that the county gave statutory and constitutional notice to all affected interests and should guarantee title.



MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: GREGORY SHIPP FILE

FROM: Sandra N. Duffy (106/1530)
Assistant County Counsel

DATE: April 27, 1992

SUBJECT: Gregory Shipp Foreclosure

COUNTY COUNSEL
LAURENCE KRESSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROV
MATTHEW O. RYAN
JACQUELINE A. WEBER

This memo supplements the April 8, 1992 memo to the file. There were two additional pieces of information needed to finish the chronology on the tax accounts R 94515-0170 and R 94515-0180. They have been obtained.

1. The first is a "Notice of Foreclosure" letter dated August 9, 1988 which was sent to James L. Shipp at P. O. Box 1, Bridal Veil, OR 97010 on Account #R 94515-180. The "return receipt," which is unsigned, also shows it was sent to that address. However, the envelope shows a handwritten address of "c/o Greg Shipp at 238 NW Maywood Dr., Portland, OR 97210." It is postmarked August 12, 1988. It was unclaimed and returned to the county with a notation of a new address for Greg Shipp at 2425 NE Alameda, Portland, OR 97212. There is no evidence that a subject to foreclosure notice was sent to the Alameda address. However, the county's duty was limited to mailing a notice to the address of record, which was in Bridal Veil.
2. The second item was evidence that Tax Title sent Gregory Shipp an offer to repurchase the two subject parcels.

Tax Title provided me with two letters for each account showing the original letters dated August 1, 1991, which were to be sent to the Bridal Veil address. They have a notation on them that they were not sent but duplicates were sent that same date instead to 316 NE 19th, Portland, Oregon 97232 to Gregory Shipp. It is assumed that contact was made by Dr. Shipp requesting that the letters be sent to the 19th Street address. The letters offered an opportunity to repurchase until September 30, 1991.

Memo to Gregory Shipp File
April 27, 1992
Page 2

Case No.: A8807-03873
Decree Entered: September 20, 1988
Tax Deed Recorded: July 18, 1991 in Book 2436 Page 166
Re-Recorded: August 2, 1991 in Book 2441 Page 2276

The attached chronology shows that personal service was made on the Estate "or persons claiming by and through the deceased" on Tax Account #R 94515-0170. Gregory Shipp, on September 6, 1988, received a registered letter notice that the property was subject to foreclosure. He signed the Return Receipt for the notice. The notice was sent to P.O. Box 1, Bridal Veil, OR 97010. That is the address that James L. Shipp requested, in writing, on 10-5-86, that all tax notices be sent to on all ten parcels near Bridal Veil. Gregory Shipp, as Executor of his father's estate, and as heir to the property, never requested that notices be sent to any other address. So far A&T has been unable to produce documents to show that he notice was sent out on Tax Account #R 94515-0180 or that it was received and signed for. (Kathleen Dorn is searching for these.)

The notice which is required to be sent one year before the redemption period expires was also sent to the Bridal Veil address by registered and regular mail. They were unclaimed. (I have the documents to prove that this notice was sent out on both parcels.)

Additionally, we can prove that Gregg Shipp, as executor and heir, knew that the properties were subject to foreclosure because on June 9, 1987 he signed and filed an Inventory in his father's probate action which listed the subject properties and the amount of taxes due on each.

Gregg Shipp was also familiar with the County foreclosure process by virtue of the fact that two other parcels near Bridal Veil were foreclosed by the County in 1987 (Tax Account #R 94515-0050 and #R 94515-0060) during the pendency of the probate action.

While Gregg Shipp filed a Chapter 13 bankruptcy proceeding on March 27, 1991, the only thing that did to the redemption period of the subject parcels was to extend it a maximum of 60 days (in this case it probably only extended it 12 days). The redemption right was not exercised.

I assume that an offer of repurchase was extended to Gregory Shipp on the subject parcels. I need to know when they were sent, if they were received and when the offer expired (contact Larry Baxter).

Memo to Gregory Shipp File
April 27, 1992
Page 3

After receiving the additional requested information from Kathleen Dorn at A&T and from Larry Baxter at Tax Title, I can give a final opinion as to the adequacy of our foreclosure procedure.

Assuming that I have the documentation to prove the County followed proper procedures, I will request that Oregon Title remove the exception from the Litigation Guarantee.

Even if the additional documents cannot be located, I believe the facts set forth above establish that Gregory Shipp had actual notice of the foreclosure proceedings and the foreclosure is good.

P:\FILES\251SND.MEM\mw

CHRONOLOGY

1. James L. Shipp owned 10 tax lots in the Columbia Gorge near the Scenic Highway by Bridal Veil.
2. 10/5/86 James L. Shipp sent a notice to A&T to send tax notices on all ten accounts to P.O. Box 1, Bridal Veil, OR 97010.
3. 12/11/86 James L. Shipp executed a will in Los Angeles, CA.
4. 12/22/86 James L. Shipp died in Portland, Oregon.
5. 1/14/87 Gregory Shipp was appointed Executor of his father's estate.
6. 6/9/87 Inventory filed in Probate Court that lists all ten Gorge properties including an amount of \$43,711.57 as the outstanding property taxes.
7. 8/12/88 County sent "subject to foreclosure" letter on tax account #R 94515-0170 (1.679 acres) by registered mail to:

James L. Shipp
c/o Gregg Shipp
238 NW Maywood Dr.
Portland, OR 97210

It was returned unclaimed.

8. 8/13/88 County sent "subject to foreclosure" letter on same tax account (#R 94515-0170) by registered mail to:

James L. Shipp
P.O. Box 1
Bridal Veil, OR 97010

This letter was received and the return receipt was signed by Gregg Shipp on 9/6/88.

9. Notices on account #R 94515-0180 unknown at this time (.51 acres).
10. 11/3/88 Judgment and Decree entered foreclosing both parcels.
11. 11/30/88 James L. Shipp probate terminated. According to the terms of the will, Gregory Shipp was to inherit all the Gorge

properties. However, as Executor he failed to prepare and record deeds to accomplish that.

12. 1/17/90 Gregory Shipp wrote a letter to Gladys McCoy and the BCC asking to be allowed to repurchase two other parcels in the Gorge near Bridal Veil that had also been foreclosed (#94515-0050 and #94515-0060).
13. 4/19/90 "One-year letter" prepared informing owner that the redemption period on the two properties (at issue here) expired on May 15, 1991.
14. 4/23/90 Certified-Registered mail notice and regular mail notice (one-year letter) sent to:

James L. Shipp
P.O. Box 1
Bridal Veil, OR 97010
15. Both were returned unclaimed and with the notation "Forward Order Expired."
16. 3/27/91 Gregg Shipp filed a Chapter 13 wage earner bankruptcy petition.
17. 5/15/91 The redemption period on both parcels expired.
18. (Need info on Offer of Repurchase.)
19. On October 11, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0050 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the property at issue in the 1/17/90 letter to Gladys McCoy).
20. On October 18, 1991, Gregory Shipp entered into a repurchase agreement with the County on tax account #94515-0060 (a property also located in the Gorge near Bridal Veil but different than the two parcels at issue here. This is the other property at issue in the 1/17/90 letter to Gladys McCoy).



MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
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SHARRON KELLEY

August 14, 1992

Keith Burns
Attorney at Law
1105 Standard Plaza
1100 SW 6th Avenue
Portland, OR 97204

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
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SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROV
MATTHEW O. RYAN
JACQUELINE A. WEBER

RE: Tax Account Numbers 94515-0170 and 94515-0180

Dear Mr. Burns:

The above-referenced properties were deeded to Multnomah County on July 16, 1991. Dr. Shipp was notified of the deed by the Multnomah County Tax Title Unit by letter dated August 1, 1991, mailed to the address he had earlier given to that office. In that letter he was given until September 30, 1991, to repurchase the property. On August 14, 1991, Dr. Shipp's accountant, Bill Earnshaw, requested by phone the amounts required to repurchase the property. No further contact was made by Dr. Shipp or his representatives until April 1992. On May 13, 1992, Dr. Shipp made a written request to repurchase the property on contract terms.

Under the provisions of Multnomah County Ordinance 560, requests to repurchase on contract terms can only be granted if:

- (1) The property is the primary residence or primary location of the owner's business;
- (2) Other property owned by the former owner has not been foreclosed for nonpayment of taxes; and
- (3) The former owner must accept the offer, in writing, within 90 days of the offer.

Dr. Shipp failed to meet any of the above requirements.

Keith Burns
August 13, 1992
Page 2

Ordinance 560 also provides that if the requirements in (1) and (2) above are not met, the former owner shall have no more than 90 days from the date of notification to repurchase by payment in full of the repurchase price. The 90 day period provided by Ordinance 560 expired long ago, therefore Multnomah County is unable to grant your client's request to repurchase the properties.

Sincerely,

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *Sandra Duffy*
Sandra N. Duffy
Assistant County Counsel

cc Hank Miggins
Larry Baxter

P:\FILES\363SND.LTR\mw

KEITH BURNS
ATTORNEY AT LAW
1100 S.W. SIXTH AVENUE
1105 STANDARD PLAZA
PORTLAND, OREGON 97204
TELEPHONE (503) 222-2411
FAX (503) 222-4429

August 26, 1992

Ms. Sandra N. Duffy, Esq.
Deputy County Counsel
P.O. Box 849
Portland, OR 97207-0849

Re: Tax Account Nos. 94515-0107 and 0180 and your letter of
August 14, 1992

Dear Ms. Duffy:

Enclosed herewith is the response of Gregory W. Shipp to the facts set forth in your letter.

Based upon his history of the events concerning this property that transpired over a period of time it seems the most equitable solution would be to allow him to recover the property where he was raised and now lives and pay the county all taxes owed thereon and accrued interest and the other usual charges that arise in connection with such transactions. I am copying those parties to whom you copied your letter to me.

Very truly yours,

KEITH BURNS

KB:db

Enclosure

cc: Hank Miggins
c/o Gladys McCoy

Larry Baxter

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

August 26, 1992

Keith Burns
1105 Standard Plaza
1100 SW Sixth Ave.
Portland, OR 97204

Re: County Counsel letter August 14, 1992
concerning tax lot numbers 94515-0170
and 0180

Dear Keith:

In August of 1991 I received a phone call from Marie Martin, my former wife and mother of my four children. She said, "people" had been on the property, taking photographs and stating they were going to acquire the property from the county. I was in Florida at the time and had been for two months. She contacted the county, along with a Mr. Bill Earnshaw and they were told the lots in question were numbers 94515-0150 and 94515-0160. These were in fact properties she was occupying, but were not the lots the county was attempting to contact me about in August of 1991.

Upon my return from Florida I went to Tax Title on September 24, 1991 and presented myself to Larry Baxter. Having received nothing in writing, just a lot of verbal confusion, I told Larry, I guess I'm here to put out some fires, which units are we in trouble on? He pulled out the information on tax lots 94515-0050 and 0060 not 0170 and 0180, which are the subject of this letter. Earlier that day from a telephone conversation he had calculated out what I needed to pay and I had brought in a cashier's check in that amount. I gave him the funds and signed the contracts. The time for redeeming the two properties in question here was September 30, 1991 of which the County asserts I was notified by letter in August, 1991.

Mr. Baxter had an excellent working knowledge of the other problems and also knew what my address was. I asked as I left, "is there anything that needs my immediate attention?" He said no and I walked out.

Had I been told at that time there were two other lots that I needed to buy back by the end of the month, I would have done so. I was financially able to and am now.

My next contact was in the spring 1992 by a reporter from the Gresham Outlook and the Trust for Public Land (TPL). The TPL asked

FILE COPY

Keith Burns
August 26, 1992
Page -2-

if I now wanted to sell the rest to them. I was shocked. They said the county now owned two lots. I thought there must have been some error and he was talking of the two I had given Larry Baxter funds for last fall.

After the call from the TPL, I contacted you, Keith, and told you they said the property had been in the name of James L. Shipp (my deceased father). You researched and learned there was no record the deeds for these properties had been recorded and further in contacting Larry Baxter about the properties learned the properties for which the redemption had run out were in fact tax account numbers 94515-0180 and 0170 which is the subject of this letter. This was the first news I had that these properties were deeded to the county.

Interestingly enough, a few days later you, in reviewing the status of the remainder of the parcels, found the time for redeeming them was at 5:00 p.m. on that date. These were tax account numbers 94515-0160, 0130, 0140 and 0080. They were redeemed on that date. You indicated to me at that time you had been in communication with Mr. Baxter at Tax Title and he never brought your attention to the fact of the redemption date on those properties.

I was counting on notification from Multnomah County for things like this and for tax valuation, etc. An error was made in the preparation and recording of the deeds. Had that been done correctly, it would have kept me notified of the property status. but because it was not, is no reason to take someone's home. That is simply not fair. I am able to pay the tax in full and would be able to keep the place where I grew up.

The property, as I pointed out earlier, has no value to anyone else. The septic systems and water systems are not even on the properties that the county had deeded to themselves. These cottages are built on solid rock and I am certain there is no place for a well or separate septic system. There is at present no access to two of the units except for across land I do own and to establish direct access would be very expensive.

Apparently during this period of time there were parties in the wings who I assume were anxious to acquire these properties. In Ms. Duffy's memorandum to her file on this subject indicated she was contacted by the County Parks Department, TPL and there were others mentioned in the first paragraph above. It seems everyone except me were aware of the status of these properties.

The person the county claims was my accountant and therefore that I was notified of this right to repurchase in August of 1991 is a Mr. Bill Earnshaw. He is an auto mechanic and was using the back yard of my closed chiropractic clinic building during the summer

Keith Burns
August 26, 1992
Page -3-

to fix cars. He also stayed in the basement. He was not my agent and was not an employee and did not handle my affairs and certainly was not my accountant.

In summary:

1. I was out of Portland from June to September of 1991.
2. I did not receive notice of my right to repurchase in August of 1991.
3. I was in close contact with the county prior to my departure and upon my return. Had I been told of all the lots in trouble I had the funds to pay prior to the deadline and still do.
4. The county for years has had a working knowledge of my address.
5. The properties have virtually no value because of the interdependent water and septic systems.
6. I grew up on these properties and reside there now.
7. If I had been notified the status of these properties when I inquired on September 24, 1991, at the time I reacquired the other properties, I would have included them in the same transaction.

All I ask is the county allow me to pay off my debt to them and return my home. I do reside in House No. 9, tax lot No. 94515-0170. House No. 8, tax lot No. 94515-0180 is vacant and has been for 7 years. It is used to store recyclable materials and my personal property.

Very truly yours,

Gregory W. Shipp

GWS:db

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

September 17, 1992

The Honorable Board of County Commissioners
for the County of Multnomah
1021 S.W. Fourth Ave.
Portland, OR 97204

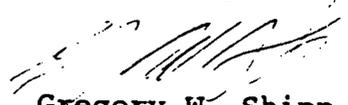
Re: Tax Account Nos. 9450170 and 9450180

Dear County Commissioners:

Because of the difficulty I am having in attempting to reclaim property which is my residence and where I was raised, I am asking you to place this on the agenda of the County Commissioners so I can appear before you. I am attaching to this letter a memorandum that sets forth my position with respect to these properties. I would sincerely appreciate it if you would let me have the opportunity to appear before the Board.

Thank you for your consideration.

Sincerely yours,


Gregory W. Shipp

GWS:db

Enclosure

GREGORY W. SHIPP
P.O. Box 1
Bridal Veil, OR 97010

In August of 1991 I received a phone call from Marie martin, my former wife and mother of my four children. She said, "people" had been on the property, taking photographs and stating they were going to acquire the property from the county. I was in Florida at the time and had been for two months. She contacted the county, along with a Mr. Bill Earnshaw and they were told the lots in question were numbers 94515-0150 and 94515-0160. These were in fact properties she was occupying, but were not the lots the county was attempting to contact me about in August of 1991.

After the call from the T.P.L., I contacted you, Keith, and told you they said the property had been in the name of James L. Shipp (my deceased father). You researched and learned the properties had not been transferred to me and in contacting Larry Baxter learned the properties that redemption had run out on were in fact tax account numbers 94515-0180 and 0170. This was the first news I had that these properties were deeded to the court.

Interestingly enough, a few days later you in reviewing the status of the remainder of the parcels found tax account numbers 94515-960, 0130, 0140 and 0080 were on their list of right to redeem, which were redeemed that day.

Upon my return from Florida I went to tax title and presented myself to Larry Baxter. Having received nothing in writing, just a lot of verbal confusion, I told Larry, I guess I'm here to put out some fires. Which units are we in trouble on? He pulled out 94515-0050 and 0060. Earlier that day from a telephone conversation he had calculated out what I needed to pay and I had brought that in a cashier's check. I gave him the funds and signed the contracts. That was on the 24th of September, 1991.

Mr. Baxter had an excellent working knowledge of the other problems and also knew what my address was. I asked as I left, "is there anything that needs my immediate attention?" He said no and I walked out.

Had I been told at that time there were two other lots that I needed to buy back by the end of the month, I would have done so. I was financially able to and am now.

My next contact was in the spring 1992 by a reporter from the Gresham Outlook and the Trust for Public Land. The Trust asked if I now wanted to sell the rest to them. I was shocked. They said the county now owned two lots. I thought there must have been some error and he was talking of the two I had given Larry Baxter funds for last fall.

When someone is having financial difficulty time blasts by at an unbelievable rate. I was counting on notification from Multnomah County for things like this and for tax valuation, etc. An error was made in the preparation and recording of the deeds. Had that

been done correctly, it would have kept me notified of the property status. Because it was not is no reason to take someone's home. That is simply not fair. I am able to pay the tax in full and should be able to keep the place where I grew up.

The property, as I pointed out earlier, has no value to anyone else. The septic systems and water systems are not even on the properties that the county had deeded to themselves. These cottages are built on solid rock and I am certain there is no place for a well or separate septic system. There is at present no access to two of the units except for across land I do own to establish direct access would be very expensive.

If the county has some other plan for the property and had waited around with baited breath for me to not respond to notices I did not get only to forward the removal of residence from the Gorge and expand the parks, all the while knowing I was not at P.O. Box 1, but rather at 316 N.E. 19th Avenue. This I would find unbelievable.

The person the county claims was my accountant and therefore that I was notified of this right to repurchase in August of 1991 is a Mr. Bill Earnshaw. He is an auto mechanic and was using the back yard of my closed chiropractic clinic building during the summer to fix cars. He also stayed in the basement. He was not my agent and was not an employee and did not handle my affairs and certainly was not my accountant.

In summary:

1. I was out of Portland from June to September of 1991.
2. I was not notified of my right to repurchase in August of 1991.
3. I was in close contact with the county prior to my departure and upon my return. Had I been told of all the lots in trouble I had the funds to pay prior to the deadline and still do.
4. The county for years has had a working knowledge of my address.
5. The properties have virtually no value because of the interdependent water and septic systems.
6. All I ask is the county allow me to pay off my debt to them and return my home. I do reside in House No. 9, tax lot No. 94515-0170. House No. 8, tax lot No. 94515-0180 is vacant and has been for 7 years. It is used to store recyclable materials and my personal property.


Gregory W. Shipp

Meeting Date: NOVEMBER 5, 1992

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: FINAL ORDER - ALEXANDER McQUINN FAMILY PIONEER CEMETERY AND MAXINE DAILY WAY OF NECESSITY PETITION

BOARD BRIEFING NOVEMBER 3, 1992 REGULAR MEETING NOVEMBER 5, 1992
(date) (date)

DEPARTMENT NON-DEPARTMENTAL DIVISION CHAIR GLADYS McCOY

CONTACT JACQUELINE WEBER TELEPHONE 248-3138

PERSON(S) MAKING PRESENTATION JACQUELINE WEBER AND/OR MATTHEW RYAN

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 MINUTES

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

FINAL ORDER IN THE MATTER OF GRANTING A WAY OF NECESSITY PURSUANT TO A PETITION FILED BY THE McQUINN FAMILY PIONEER CEMETERY ASSOCIATION OF OREGON AND MAXINE DAILY - CONTINUED FROM SEPTEMBER 1, 1992 PUBLIC HEARING AND OCTOBER 20, 1992 BOARD DELIBERATIONS.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Glady Mc Coy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*Sent copy of Final Order to Jacquie Weber on 11-5-92
92-191*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 22 PM 10:17

Tuesday, October 20, 1992 -1:30 PM

Multnomah County Courthouse, Room 602

BOARD DELIBERATION - WAY OF NECESSITY

H-1 Board Deliberation in the Matter of a Petition for Establishing a Way of Necessity for Property Described as Tax Lot 17, Located in the N.E. 1/4 of Section 6, T2N, R1W, W.M. and in the Alexander McQuinn D.L.C., Multnomah County, Oregon, Filed by the McQuinn Family Pioneer Cemetery Association, an Oregon Non-Profit Corporation. (Case No. 92-51C) Continued from September 1, 1992 Public Hearing.

DELIBERATION BY BOARD MEMBERS GLADYS McCOY, PAULINE ANDERSON AND GARY HANSEN. RESPONSE TO BOARD QUESTIONS AND DISCUSSION WITH COUNTY COUNSEL JACQUELINE WEBER, SURVEYOR DENNIS FANTZ, RESPONDENTS' ATTORNEY JOHN SHONKWILER, RESPONDENT SHERYL ANDERSON AND PETITIONERS' ATTORNEY LISA KOLVE. BOARD UNANIMOUSLY APPROVED MOTION TO AMEND PETITION TO INCLUDE MAXINE DAILY AS A NAMED PETITIONER, AS A WAY TO CLEAR THE ISSUE OF LACK OF STANDING AND TO ALLOW THE BOARD TO DECIDE THE ISSUES BEFORE IT. BOARD UNANIMOUSLY APPROVED MOTION GRANTING PETITIONERS A 12 FOOT WAY OF NECESSITY FROM THE ALTERNATIVE ROUTE (ACROSS SMITH AND ANDERSON PROPERTY) RECOMMENDED BY COUNTY SURVEYOR. BOARD UNANIMOUSLY APPROVED MOTION ESTABLISHING \$1,300 AS COMPENSATION PETITIONERS MUST PAY RESPONDENTS SMITH AND ANDERSON. BOARD UNANIMOUSLY APPROVED MOTION ESTABLISHING \$799.64 AS COSTS PETITIONERS MUST PAY FOR COUNTY SURVEYORS' FEE, LESS \$300.00 PREVIOUSLY PAID. BOARD UNANIMOUSLY APPROVED MOTION REQUIRING PETITIONERS TO PAY RESPONDENTS' REASONABLE ATTORNEY FEES IN AN AMOUNT TO BE DETERMINED BASED UPON RESPONDENTS' ATTORNEY BILL TO BE SUBMITTED TO COUNTY COUNSEL BY TUESDAY, OCTOBER 27, 1992. BOARD DIRECTED PETITIONERS AND RESPONDENTS TO DISCUSS SECURITY ISSUES RESTRICTING GENERAL PUBLIC ACCESS FROM LUCY REEDER ROAD AND ADVISE COUNTY COUNSEL OF ANY NEGOTIATED SETTLEMENT PRIOR TO BOARD ADOPTION OF THE FINAL ORDER. COUNTY COUNSEL TO SUBMIT FINAL ORDER FOR BOARD CONSIDERATION ON THURSDAY, NOVEMBER 5, 1992.

1 BEFORE THE BOARD OF COMMISSIONERS
2 FOR MULTNOMAH COUNTY

MULTNOMAH COUNTY
OREGON
1992 NOV -3 AM 11:48
BOARD OF
COUNTY COMMISSIONERS

3
4 IN THE MATTER OF:)
5 McQUINN FAMILY PIONEER CEMETERY) No. 92-51-C
6 ASSOCIATION, an Oregon Non-Profit) PETITIONERS' OBJECTIONS
7 Corporation,) RESPONDENTS' REQUESTED
8) ATTORNEY FEES
9)

8 Petitioners have the following objections to respondents'
9 requested attorney fees:

10 1. Attorney Shonkwiler's affidavit requesting attorney fees
11 for respondents states that petitioners have been granted fee
12 simple ownership to the land constituting the way of necessity.
13 This statement is an inaccurate reflection of the applicable
14 statutes. In fact, the petitioners have been granted a way of
15 necessity across respondents land for the purpose of accessing
16 petitioners' property.

17 2. Petitioners object to the amount of the requested attorney
18 fees in light of the numerous arguments made by respondents in
19 defense of this action which either had no legal merit or were not
20 properly before the commissioners. Petitioners acknowledge that
21 respondents have the right to defend this action. However,
22 respondents spent substantial time researching and preparing
23 arguments that had no basis in law or fact and over which the
24 commissioners had no jurisdiction. These legal arguments included
25 adverse possession and abandonment of the cemetery under ORS
26 97.450. Opposing counsel was informed by county counsel in a

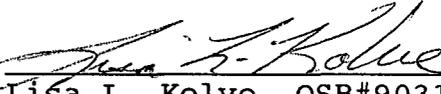
RECEIVED

NOV 02 1992

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, OR

1 telephone conference prior to the September 1, 1992 hearing that
2 those issues could not be considered by the commissioners. Still,
3 opposing counsel spent much of the time in preparation of the
4 hearing and at the hearing discussing these very issues.
5 Therefore, due to the amount of time spent on such irrelevant
6 issues, petitioners request that respondents' attorney fees be
7 reduced by thirty percent.

8
9 Respectfully submitted,
10 FITZWATER & FITZWATER

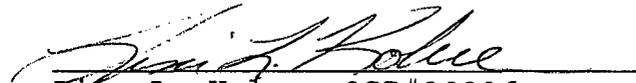
11
12
13 By: 
14 Lisa L. Kolve, OSB#90316
15 Of Attorneys for Petitioner
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CERTIFICATE OF SERVICE BY MAIL AND FAX

I hereby certify that on November 2, 1992, I served a true copy of the foregoing PETITIONERS' OBJECTIONS TO RESPONDENTS' REQUESTED ATTORNEY FEES on the following person, by facsimile transmission and by placing the same in the United States Post Office at Clackamas, Oregon, first class postage prepaid address to:

JOHN W. SHONKWILER
Attorney at Law
P.O. Box 1568
Lake Oswego, OR 97035-0768
FAX: (503) 684-8971

DATED this 2nd day of November, 1992.


Lisa L. Kolve, OSB#90316

CERTIFIED TO BE A TRUE COPY

Lisa L. Kolve, OSB#90316

FITZWATER & FITZWATER
Attorneys at Law
15431 SE 82nd Drive, Suite G
Clackamas, OR 97015
(503) 655-3963

JOHN W. SHONKWILER, P.C.

ATTORNEY AT LAW
13425 SW 72nd Avenue
Tigard, Oregon 97223
fax: 684-8971
624-0917

RECEIVED

OCT 28 1992

October 28, 1992

Ms. Jacqueline Weber
Multnomah County Counsel
1120 SW Fifth Avenue
Suite 1530
P.O. Box 849
Portland, OR 97207-0849

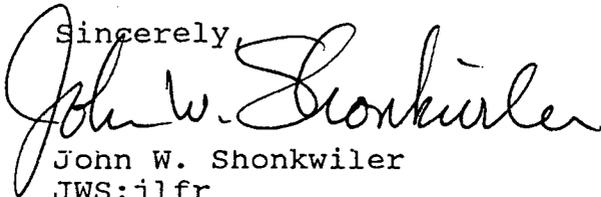
Re: Petition for Way of Necessity, Case No. 92-51-C
Statement of Attorneys Fees

Dear Ms. Weber:

Enclosed please find my statement of attorneys fees for the McQuinn Pioneer Cemetery Association Petition. Please provide the Board of County Commissioners with copies of these documents.

Thank you for your cooperation.

Sincerely,



John W. Shonkwiler

JWS:jlfr

Enclosures

cc: Sheryl Anderson
James Smith
Lisa Kolve

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 30 PM 3:10
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY

IN THE MATTER OF:

McQUINN FAMILY PIONEER CEMETERY
ASSOCIATION, an Oregon Non-Profit
Corporation,

No. 92-51-C

STATEMENT FOR
ATTORNEYS FEES FOR
RESPONDENT SHERYL
ANDERSON and
JAMES L. SMITH

STATE OF OREGON)
County of Washington) ss.

The undersigned attorney represents to the Board, under oath, that the following facts offered in support of an award of reasonable and necessary attorneys fees are true:

1. My clients, Sheryl Anderson and James Smith are the owners of the property across which the petitioners are seeking a way of necessity. In accordance with the applicable statutes, Petitioners are awarded fee simply ownership to the land forming the way of necessity. For defense of my clients' ownership interests and to assure full compliance with all statutory requirements, ORS Chapter 376 provides for respondents to be reimbursed for their reasonable attorneys fees.

2. The number of hours and services rendered in this matter for respondents and the hourly rates are set out in full detail in Exhibit "A", attached and summarized as follows:

<u>Hourly Rate</u>	<u>Number of Hours</u>	<u>Fees</u>
\$120.00	39.6	\$4,748.00

3. I have been in the practice of law for over seventeen

1 years. During that time, I have specialized in the practice of
2 Administrative, Real Estate and Land Use Law. I have
3 participated in the prosecution or defense of over one hundred
4 administrative law proceedings.

5 4. My regular billing rate for administrative law, real
6 estate and land use matters is \$140.00 per hour. The rate of
7 \$120.00 per hour set out above are those which were charged to
8 the respondents in this case. I have reduced or discounted my
9 regular hourly rate in this case, from its inception, because it
10 is apparent that Petitioners had no desire to reach a settlement
11 and that protracted litigation would following in the form of an
12 appeal and separate claims for causes of action on a variety of
13 unresolved legal issues.

14 5. The charges set out above, in my opinion, are
15 reasonable and were necessarily incurred in the defense of this
16 case. They were preformed by an attorney with requisite skill.
17 They are consistent with the fees customarily charged in the this
18 area for similar legal services.

19 DATED this 28th day of October, 1992.

20 JOHN SHONKWILER, P.C.
21 *John W. Shonkwiler*
22 John W. Shonkwiler, OSB #75337
23 Of Attorneys for Respondents

24 SUBSCRIBED AND SWORN to before me this 28th day of
25 October, 1992.

26 *Jacalyn L. Fearing*
NOTARY PUBLIC OF OREGON
My Commission Expires: 2/25/95



Page 2 - ~~STATIONER'S EXPENSE~~ ATTORNEYS FEES
(JWS\ANDERSON\1027.1JJ)

JOHN W. SHONKWILER, P.C.
ATTORNEY AT LAW
13425 SW 72ND AVENUE
TIGARD, OREGON 97223
624-0917
fax 684-8971

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY

IN THE MATTER OF:)
) No. 92-51-C
McQUINN FAMILY PIONEER CEMETERY)
ASSOCIATION, an Oregon Non-Profit) AFFIDAVIT OF ROGER
Corporation,) HENNAGIN IN SUPPORT
) OF STATEMENT FOR
) ATTORNEYS FEES

STATE OF OREGON)
) ss.
County of Washington)

I, Roger Hennagin, do depose and say that the following statements are true:

1. I am a practicing attorney in the State of Oregon and have been practicing for over nineteen years.

2. During this time, I have had extensive experience in Administrative law and have reviewed John W. Shonkwiler's Statement for Attorneys Fees.

3. It is my opinion that the Statement for Attorneys Fees are reasonable and were necessarily incurred in the defense of the matter. These fees are consistent with fees that are customarily charged in this area for similar legal services.

DATED this 29th day of October, 1992.

Roger Hennagin

Roger Hennagin

SUBSCRIBED AND SWORN to before me this 29th day of October, 1992.

Jacalyn L. Fearing

NOTARY PUBLIC OF OREGON
My Commission Expires: 2/25/95



BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY

IN THE MATTER OF:

McQUINN FAMILY PIONEER CEMETERY
ASSOCIATION, an Oregon Non-Profit
Corporation,

No. 92-51-C
AFFIDAVIT OF WILLIAM F.
HOELSCHER IN SUPPORT
OF STATEMENT FOR
ATTORNEYS FEES

STATE OF OREGON)
) ss.
County of Washington)

I, William F. Hoelscher, do depose and say that the
following statements are true:

1. I am a practicing attorney in the State of Oregon and
have been practicing for over thirty-five years.

2. During this time, I have had extensive experience in
Administrative law and have reviewed John W. Shonkwiler's
Statement for Attorneys Fees.

3. It is my opinion that the Statement for Attorneys Fees
are reasonable and were necessarily incurred in the defense of
the matter. These fees are consistent with fees that are
customarily charged in this area for similar legal services.

DATED this 29th day of October, 1992.

William F. Hoelscher
William F. Hoelscher

SUBSCRIBED AND SWORN to before me this 29th day of
October, 1992.



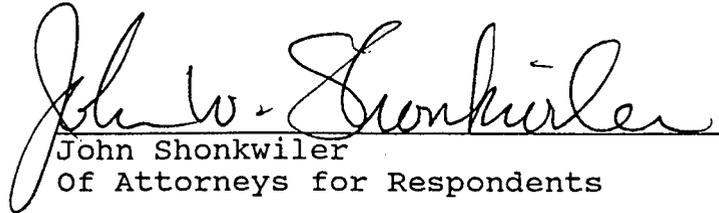
Jacalyn L. Fearing
NOTARY PUBLIC OF OREGON
My Commission Expires: 2/25/95

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CERTIFICATE OF SERVICE

I, John Shonkwiler, hereby certify that I served a certified true copy of the enclosed STATEMENT OF ATTORNEYS FEES, WITH AFFIDAVIT OF ROGER HENNAGIN and AFFIDAVIT OF WILLIAM F. HOELSCHER, by placing into the United States Mail, with postage prepaid, in Tigard, Oregon this 29th day of October, 1992, upon the parties/attorney or record, to their last known address:

Ms. Lisa Kolve
FITZWATER & FITZWATER
15431 SE 82nd Avenue
Suite G
Clackamas, OR 97015


John Shonkwiler
Of Attorneys for Respondents



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 849
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

MEMORANDUM

TO: Board of County Commissioners
Gladys McCoy, Chair
Pauline Anderson
Rick Bauman
Gary Hansen
Sharron Kelley

FROM: Jacqueline A. Weber (106/1530)
Assistant County Counsel

Matthew O. Ryan (106/1530)
Assistant County Counsel

DATE: October 13, 1992

RE: Advisory Memo to Board re: McQuinn Family
Pioneer Cemetery Association Petition for
Way of Necessity

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

1992 OCT 13 PM 1:27
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SEPTEMBER

INTRODUCTION

On October 1, 1992, the Board of County Commissioners (Board) heard the petition of The McQuinn Family Pioneer Cemetery Association (Association) to obtain a way of necessity to a landlocked parcel over land owned by respondents Smith-Anderson Family. The way of necessity proceedings are established under ORS 376.150 to 376.200.

The Board is authorized to grant the petition for the way of necessity upon the requisite showing of the need for such access.

In the present case, prior to the Board being able to decide the merits of the McQuinn petition, certain fundamental issues must be addressed. Respondents have challenged the petitioner's claim to ownership of the landlocked parcel under two theories. First, respondents assert that they have obtained ownership through adverse possession. Second, they challenge the Association's claim of ownership through Maxine Daly's 1986 deed to the Association. The following discussion will address the ownership issue and the two alternatives it provides the Board in this case.

In brief, Respondents' counsel's challenge to Maxine Daly's 1986 deed to the Association is correct. That deed does not convey Ms. Daly's ownership interest to the Association. Nonetheless, the Board may deem it appropriate to act on the interest of Maxine Daly alone because of her active role in the Association and her obvious deep involvement in this matter. In the event the Board chooses the latter alternative, this memo also addresses the issues and concerns in awarding a way of necessity over the property of respondents Smith-Anderson.

DISCUSSION

A. Ownership of Landlocked Parcel

The parties have submitted oral and written testimony as well as photographs and surveys for the Board's consideration in this case. The Association provided testimony of Maxine Daly regarding the McQuinn Family descendants' discovery of what they call a pioneer cemetery on a one-acre landlocked parcel, surrounded by land owned by respondents Smith-Anderson. The testimony established there are at least two grave sites on the parcel, although it is not clear from the evidence in this case who is buried there.¹

The evidence also established that when the McQuinn Family's interest in the property was divided by court decree in 1876, the one-acre parcel was excepted from the conveyance to outside parties. The Association produced evidence by way of recorded deeds from the 1870s to the 1930s which all contained the above-described exception. The 1876 decree preserved the ownership of the one-acre parcel to Alexander and Rebecca McQuinn and their heirs. See Exhibit 4, p. 4-5, United States Deed to Alexander H. McQuinn and Rebecca McQuinn; Exhibit 4, p. 15-16, "Report of Sale filed October 9, 1876."

1. Adverse Possession

Respondents claim regardless of petitioner's claimed reserved interest in the one-acre parcel respondents have obtained ownership through the process of adverse possession. Adverse possession of real property is a claim made by a party against the interest of the owner of record. A determination of whether respondents have

¹ Respondents produced a photograph showing one gravesite to be that of George Anderson who died in 1891 and is an ancestor of Respondents.

established a valid claim of adverse possession, whereby title of the parcel would be transferred to respondents is outside the statutory scope of this proceeding and should not be considered.

2. Maxine Daly's 1986 Deed to Association

Maxine Daly's 1986 Quitclaim deed to the Association, (See Exhibit A to Petitioner's Amended Petition) does not convey her ownership interest in the property to the Association. Under ORS 93.120, reference in the deed to Ms. Daly "...as McQuinn family heir representative (per recorded designations)..." places a limitation on the nature of the interest she is conveying to the Association. The recorded designations referred to in the conveyance create specific limited powers in Ms. Daly as heir representative. Her only powers as heir representative are to receive tax information and general communications regarding the property. See Exhibit 2, the Recorded Designations.

Because of the limited nature of Ms. Daly's 1986 conveyance to the Association, the Association does not have an ownership interest in the property via the 1986 deed, and cannot be found to be an "owner" of the property under ORS 98.120. Therefore, the Association alone does not have standing to bring this proceeding.

The Board has two options at this point. It may dismiss the petition because of the Associations lack of standing on BCC. The second alternative would be for the Board to act on own motion and amend the petition to include Maxine Daly in her own capacity as a petitioner. This option is taken at some risk because there is no precedent or clear authority for the Board to so act. However, by the same token there is no authority to the contrary.

Further, respondents' challenge to the deed, although correct, will ultimately only delay the inevitable in this case. The McQuinn Family heirs seem intent on obtaining access to what they view as a treasured and sacred family burial site. To that end, they could simply amend their petition by correcting the 1986 deed or proceeding as individual heirs.

It therefore does not seem unreasonable for the Board, on its own motion to amend the petition to include Ms. Daly.

Her ownership interest as a McQuinn heir is undisputed in this case and her testimony was clear and convincing of her desire to obtain this way of necessity.

B. Maxine Daly as Petitioner

If the Board decides to proceed sua sponte on an amended petition including Maxine Daly, several other issues must be addressed. These include challenges raised by respondents under ORS 376.180(9) and (12) and ORS 97.450. Petitioner is required under ORS 376.175 to pay the County's costs in conducting the way of necessity proceedings. Further, petitioner must compensate respondents for the use of the land and pay respondents' costs and attorney fees incurred in the matter. Id.

1. Respondents' Statutory Challenges to the Way of Necessity Being Granted

a. ORS 97.450

Respondents claim ORS 97.450 provides authority for the County to declare the cemetery abandoned. The statute provides:

97.450 Discontinuance of cemetery and removal of remains and markers. Whenever any cemetery which is within the limits of any county, city or town has been abandoned, or it is desirable to abandon such cemetery, or such cemetery has been allowed to remain in a dilapidated condition for a period of five years or longer, the governing body of any county, if the cemetery is owned by the county, or the corporate authorities of the city or town, if the cemetery is owned by the city or town, or the trustees or directors, if the cemetery is owned by an association or corporation, may order that such burial ground be discontinued, cause the remains of all persons interred therein to be moved to some other suitable place and provide for the removal and reerection of all stones and monuments marking said graves. However, such removal shall be made in an appropriate manner and in accordance with the directions of the Assistant Director for Health, and written notice shall first be given to the family, or

next of kin of the deceased, if known, and if unknown, notice of the removal shall be published for at least four successive weeks in a newspaper of general circulation in the county in which the cemetery is located. Such removal and the costs of the proceedings under this section shall be at the expense of the county, city or town, party, corporation or association owning the cemetery to be moved.

This statute only conveys authority to the owner of the real property wherein the cemetery is located to discontinue its use as a cemetery. Respondents' argument is therefore without merit.

b. ORS 376.180(9) and (12)

ORS 376.180(9) and (12) provide:

A way of necessity established under ORS 766.150 to 376.200 shall:

* * * * *

(9) Not be established if the petitioner for the way of necessity could acquire an easement for access to a public road through other legal action;

* * * * *

(12) Not be established for any land if the owner of the land had knowingly eliminated access to all public roads from the land by the sale of other land owned by the landowner.

Respondents argue that ORS 376.180(9) applies to this case because petitioner could negotiate a deal with respondents for an easement which would constitute "legal action" under the statute. Petitioner argues the phrase "legal action" in the statute means a lawsuit and further that the statutory provision only applies if there is some existing legal right to an easement. Petitioner claims it does not have an existing right to an easement, and there is no evidence to the contrary.

Respondents cite no authority for their interpretation. Petitioner's interpretation is consistent with the

statutory scheme, and ORS 376.180(1) does not apply to this case.

Respondents also challenge this petition under ORS 376.180(12), arguing that when the land was partitioned by court decree in 1876, the McQuinn family "knowingly" let the land be partitioned without access. Respondents introduced no evidence other than the 1876 court decree to support this challenge. ORS 376.180(12) was adopted in 1979. Respondents submitted no authority for its retroactive application.

As petitioner points out, the partition by the court in 1876 was outside of the control of the McQuinn family. Further, at common law, there was usually an implied reservation of access by a grantor who retains a land-locked parcel of land. See 36 ALR 4th 769, 772-773, Section 2. (1985). Certainly, the current petitioner did not "knowingly" landlock the subject parcel. ORS 376.180(12) does not apply in this case.

Given that petitioner has met all threshold requirements for a Way of Necessity, and respondents' challenges to the petition are, pursuant to the above discussion, without merit, the Board should grant the Way of Necessity.

The parties have stipulated to the alternative route drafted by the County surveyor. However, they have not agreed on a width. Because a way of necessity is defined under ORS 376.150 as "A road established ... to provide motor vehicle access..." it must be wide enough to accommodate automobiles. Therefore the Board should decree that the way of necessity be at least twelve (12) feet in width, consistent with the County Surveyor's recommendation.

2. Costs and Attorney Fees

ORS 376.175(2)(c) requires the Board to award costs and reasonable attorney fees to respondents, which must be paid by the petitioner. ORS 376.175(f) provides that petitioner pay compensation to any owner of land subject to petitioner's way of necessity. And finally petitioner must also pay the County's costs incurred in conducting the way of necessity proceeding as established by the County. ORS 376.176(2)(g).

Respondents should be directed to submit a statement of their costs and attorney fees for the Board's consideration. The amount awarded respondents for attorney fees can then be made part of the final written order.

On the issue of compensation to respondents, petitioner's counsel argued that the value per acre on Sauvies Island was substantially less than the \$17,000 plus figure proposed by respondents. However, the record in this case does not contain any credible evidence to contradict the land values submitted by respondents. (See Respondents' Exhibit 1-M, Letter of Donna Mohn Allen of Oregon Real Estate Association to counsel John Shonkwiler.) However, respondents' evidence on this issue is incomplete. Page 10, Item 12 of Sheryl Anderson's Affidavit refers to a real estate appraiser's evaluation of the value of Anderson's property, the amount is left blank. The Board can either come up with a value based on the evidence in the record, or inquire of respondents the value determined by the real estate appraiser, if any.

Regarding the County Surveyor's costs, a bill from the County Surveyor has already been submitted to petitioners. When this petition was originally filed in 1989, petitioners paid an initial fee of \$300 to cover costs. The County Surveyor is tracing that money to determine whether it can be used to offset the Surveyor's bill. This item can also be finalized in the Board's written order following the October 20, 1992, deliberation.

Finally, County Counsel mistakenly advised the three Commissioners present at the September 1, 1992, hearing in this case that two of the three present would be a majority. In fact, for the Board to act in this case, a majority of the full Board must agree. Therefore, all three Board members who were present at the hearing must agree for the petition to be granted.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Petition for a Way
of Necessity by the McQuinn Family
Pioneer Cemetery Association

ORDER 92-191

WHEREAS, the matter of the petition of the McQuinn Family Pioneer Cemetery Association for a way of necessity was heard by the Board of County Commissioners on September 1, 1992;

WHEREAS, petitioners appeared by and through their attorney, Lisa Kolve, and respondents appeared by and through their attorney, John Shonkwiler; and

WHEREAS, the Board heard testimony and took evidence on the issues presented by the petition for way of necessity; and

WHEREAS, the Board reconvened for the purpose of deliberation over the issues presented by the petition for way of necessity on October 20, 1992; and

WHEREAS, the Board, based upon the testimony and evidence presented, makes the following findings:

1. Given that Maxine Daily's 1986 quitclaim deed to the Association does not convey her ownership interest in the landlocked parcel; and given that Maxine Daily's ownership interest as a McQuinn heir in the one acre parcel is undisputed; and given that Maxine Daily's testimony was clear and convincing as to her desire to obtain this way of necessity, the Board, on its own motion, should amend the petition to include Maxine Daily as a named petitioner, as a way to clear the issue of lack of standing and to allow this Board to decide the issues before it.

2. The petitioners have shown the necessity for the establishment of a way of necessity to obtain access to the one acre landlocked parcel containing the pioneer cemetery.

3. The proposed way of necessity does not connect to a public road that has access rights acquired and limited by the state or the county.

4. The proposed way of necessity may be connected to a public road safely.

5. The specific location proposed for the way of necessity is the nearest practicable point for a connection to a public road.

10/30/92:1

1 6. The petitioners do not have an existing easement or right
2 to an easement to provide access to a public road.

3 7. The petitioners do not have any enforceable access to a
4 public road.

5 8. The petitioners have not knowingly eliminated access to
6 all public roads from the land by the sale of other land owned by
7 petitioners.

8 THEREFORE, BE IT ORDERED, that the McQuinn Family Pioneer
9 Cemetery Association's petition for way of necessity be amended to
10 include Maxine Daily as a named petitioner,

11 That a twelve (12) foot way of necessity be established across
12 Tax Lot 16 as follows:

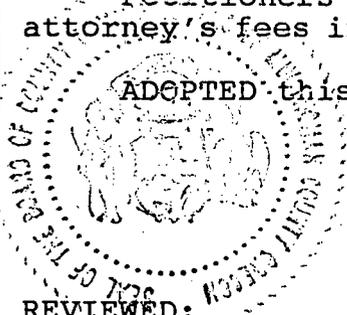
13 Beginning at intersection of the North right-of-way line
14 of Lucy Reeder Road, No. 1191 with the West line of Tax
15 Lot 16, thence North along the West line of Tax Lot 16,
16 being the West line of the way of necessity, 820 feet;
17 thence East along the line being the North line of the
18 way of necessity 90.00 feet, more or less, to the
19 Westerly boundary of the grave lot, Tax Lot 17.

20 That the petitioners are directed to pay to respondents the
21 amount of \$1,300 as compensation for establishment of a way of
22 necessity across respondents' land;

23 The cost incurred by the County in the procedures for the way
24 of necessity are \$799.64. Petitioners are hereby directed to pay
25 \$799.64, less \$300 previously paid, as costs to the County; and

26 Petitioners are directed to pay the costs and reasonable
27 attorney's fees incurred by respondents in the amount of \$4,748.00.

28 ADOPTED this 5th day of November, 1992.



By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

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

By Jacqueline A. Weber
Jacqueline A. Weber
Assistant County Counsel

10/30/92:1

EXHIBIT "A"

<u>DATE</u>	<u>SERVICES</u>	<u>HOURS</u>
6/5/92	Reviewed Petition for Way of Necessity, consulted Oregon Revised Statutes and Multnomah County ordinances.	1.2
6/8/92	Conferred with client regarding case.	1.3
6/9/92	Preparation of items for inclusion in answer to complaint.	1.8
6/12/92	Conferred with county council regarding status of surveyor's report and procedures board intends to follow.	.3
6/16/92	Reviewed history of sales, transfers, ORS chapter 376 and conferred with client, drafted response and multiple defenses.	2.6
7/3/92	Conferred with city attorney.	.3
7/10/92	Reviewed surveyor's comments, compared legal descriptions and checked calculation of square footages.	1.7
7/13/92	Research on adverse possession, taking requirements, preparation of final answer to be filed with Multnomah County, drafted exhibits A and B.	3.7
7/24/92	Received notice of hearing set for 9/1/92 at 1:30 p.m., call to client, interviewed for items and facts needed in clients affidavit.	1.4
8/19/92	Conferred with Allen Brickely of Chicago Title regarding preparation of Multnomah County Commission hearing and necessary certified copies of documents needed, reviewed petitioner's amended petition and response.	1.6
8/20/92	Preparation for hearing.	2.4
8/24/92	Visited site, took pictures for evidence, conferred with neighbors regarding history of property.	3.2
8/26/92	Conferred with client, preparation of the affidavits for submittal to the Board.	2.3

1 - EXHIBIT "A"
(JWS\ANDERSON\1027.6JJ)

1992 NOV - 2 PM 2
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSION

8/27/92	Obtained documents for hearing, preparation of presentation.	4.4
8/28/92	Obtained certified copies of additional documents needed, conferred with attorneys in a conference call, preparation for hearing.	.6
8/29/92	Preparation of clients affidavit and documents for hearing.	3.9
8/31/92	Preparation for hearing.	1.8
9/1/92	Preparation for hearing, attended and made presentation before Board of County Commissioners, conferred with client regarding issues raised during proceeding and remaining rights of clients.	4.5

I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

[Handwritten signature]

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

SHERYL ANDERSON and JAMES L. SMITH,

Petitioners,

v.

MULTNOMAH COUNTY, OREGON, a Political Sub-Division of the State of Oregon; GLADYS McCOY, PAULINE ANDERSON, GARY HANSEN, RICK BAUMAN and SHARRON KELLEY, County Commissioners of Multnomah County Board of County Commissioners,

Respondents.

Case No. 9212-08214

WRIT OF REVIEW

1992 DEC - 8 AM 9:42
CLERK OF COUNTY OF MULTNOMAH OREGON

TO: MULTNOMAH COUNTY, OREGON, a Political Sub-Division of the State of Oregon, and its Board of County Commissioners, Respondents herein.

By virtue of an Order of the above Court, made and entered on the 4th day of DECEMBER, 1992, you are hereby required to return this Writ to the Court on or before the 19th day of JANUARY, 1993, with a certified copy of the records and proceedings had in the proceedings below with regard to Petitioners' request for a denial of a Petition for a Way of Necessity by the McQuinn Family Pioneer Cemetery Association described in the Petition for Writ of Review together with the findings and final Orders rendered, a verified transcript of the proceedings of the Multnomah County Board of County Commissioners Hearing of September 1, 1992 and October 20, 1992 and all exhibits, copies hereof introduced, pleadings, staff files, correspondence, other records or matter in any way relating to said proceedings, including also, but not limited to, the staff reports of the

1 Multnomah County, the Order of the Board of County Commissioners
2 dated November 5, 1992, and all other documents included or
3 pertaining to the Multnomah County File No. 92-51-C.

4 Witness: _____

5 Clerk of the Court, with seal thereof affixed this 4 day
6 of December, 1992.

7 L. ROSSETTO

8 _____
9 CLERK OF THE COURT

I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

Attorneys for Petitioners

John W. Shonkwiler

Attorneys for Petitioners

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON
2 FOR THE COUNTY OF MULTNOMAH

3 SHERYL ANDERSON and JAMES L. SMITH,)
4 Petitioners,)

Case No. **9212-08214**

5 v.)

ORDER FOR WRIT OF REVIEW

6 MULTNOMAH COUNTY, OREGON, a Political)
7 Sub-Division of the State of Oregon;)
8 GLADYS McCOY, PAULINE ANDERSON,)
9 GARY HANSEN, RICK BAUMAN and)
10 SHARRON KELLEY, County Commissioners of)
11 Multnomah County Board of County)
12 Commissioners,)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 DEC - 8 AM 9:42

13 Respondents.)

14 Petitioners above named, having petitioned for a Writ of
15 Review to issue requiring Respondents above named to return to the
16 Clerk of this Court a certified copy and transcript of the record
17 and proceedings concerning the denial of Petitioners' request for
18 a denial of a Petition for a Way of Necessity by the McQuinn Family
19 Pioneer Cemetery Association pertaining to the property described
20 in the Petition for Writ of Review on file herein; and

21 It appearing to the Court that an Undertaking has been filed
22 by Petitioners as required by law, and that the aforesaid Petition
23 contains sufficient allegations upon which to order the issuance of
24 the Writ of Review:

25 NOW, THEREFORE, IT IS HEREBY ORDERED that the Clerk of this
26 Court forthwith issue a Writ directed to the above-named
27 Respondents requiring the return of said Writ to this Court, on or
28 before the 19th day of JANUARY, 1993, together with
29 certified copy of the record, proceedings and materials requested

1 in the Writ of Review and that the same be indexed in a meaningful
2 manner.

3 DATED this 4th day of DECEMBER, 1992.

4
5 1st Donald H. Lunder
6 CIRCUIT COURT JUDGE
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I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

John W. Shonkwiler
Attorneys for *Petitioners*

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 SHERYL ANDERSON and JAMES L. SMITH,)

4 Petitioners,)

5 v.)

6 MULTNOMAH COUNTY, OREGON, a Political)
Sub-Division of the State of Oregon;)

7 GLADYS McCOY, PAULINE ANDERSON,)
8 GARY HANSEN, RICK BAUMAN and)
SHARRON KELLEY, County Commissioners of)
9 Multnomah County Board of County)
Commissioners,)

10 Respondents.)

Case No. **9212-08214**

UNDERTAKING FOR
WRIT OF REVIEW
and
APPEAL

1992 DEC - 8 AM 9:42
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

11 WHEREAS, the above-named Petitioners are applying for Writ of
12 Review, claiming that respondents in the exercise of the quasi-
13 judicial function have exercised such functions erroneously,
14 arbitrarily, made findings not supported by reliable, probative and
15 substantial evidence, improperly construed the applicable law and
16 acted in excess of its jurisdiction in denying Petitioners request
17 that a Petition for a Way of Necessity by the McQuinn Family
18 Pioneer Cemetery Association be denied on the real property
19 described in the Petition for Writ of Review.

20 NOW, THEREFORE, Roger Hennagin as principal and Laurie L.
21 Shonkwiler, as surety, are jointly and severally bound and undertake
22 that said Petitioners will pay all costs that may be adjudged to
23 Respondents in this action upon the review, in the sum not to
24 exceed \$100.00.

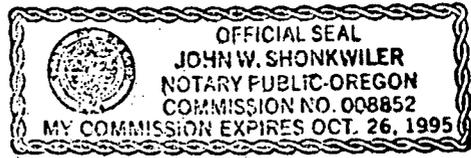
25 ////
26

1 DATED this 30 day of December, 1992.

2
3 Roger Hennagin
4 Roger Hennagin,
Principal

5 Laurie L. Shonkwiler
6 Laurie L. Shonkwiler,
Surety

7 SUBSCRIBED AND SWORN to before me this ~~30~~ ^{3th} day of
8 December, 1992.



12
13 John W. Shonkwiler
14 NOTARY PUBLIC OF OREGON
15 My Commission Expires: 10/26/95
16
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I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

John W. Shonkwiler
Petitioners

1 IN THE CIRCUIT COURT OF THE STATE OF OREGON

2 FOR THE COUNTY OF MULTNOMAH

3 SHERYL ANDERSON and JAMES L. SMITH,)

4 Petitioners,)

5 v.)

6 MULTNOMAH COUNTY, OREGON, a Political)
Sub-Division of the State of Oregon;)

7 GLADYS McCOY, PAULINE ANDERSON,)

GARY HANSEN, RICK BAUMAN and)

8 SHARRON KELLEY, County Commissioners of)

Multnomah County Board of County)

9 Commissioners,)

10 Respondents.)

11 STATE OF OREGON)

12) ss.

13 County of Washington)

14 I, John W. Shonkwiler, being first duly sworn, do depose and
15 say that:

16 1. I am the attorney or record for Petitioners in the above-
17 entitled matter, duly admitted to practice law in all courts and
18 counties of the State of Oregon, residing in Clackamas County and
19 having an office in Washington County, Oregon, do hereby certify
20 and verify that I have examined the decision and determination of
21 the proceedings below, relating to the approval of the request for
22 a "way of necessity" and the appeal of said approval by Petitioners
23 and all other matters relating thereto, and, the best of my
24 knowledge, information and belief, the decision and determination
25 are erroneous in the respects alleged in the Petition for Writ of
26 Review.

Case No. **9212-08214**

AFFIDAVIT AND
VERIFICATION IN
SUPPORT OF PETITION
FOR WRIT OF REVIEW

BOARD OF
COUNTY COMMISSIONERS
1992 DEC - 8 AM 9:42
MULTNOMAH COUNTY
OREGON

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DATED this 3rd day of December, 1992.

John W. Shonkwiler
John W. Shonkwiler

SUBSCRIBED AND SWORN to before me this 3rd day of
December, 1992.

Jacalyn L. Fearing
NOTARY PUBLIC OF OREGON
My Commission Expires: 2/25/95



I HEREBY CERTIFY THAT THE FOREGOING IS A COMPLETE AND EXACT COPY OF THE ORIGINAL THEREOF

John W. Shonkwiler
Attorneys for Petitioners

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

1
2
3 SHERYL ANDERSON and JAMES L. SMITH,)
4 Petitioners,)
5 v.)
6 MULTNOMAH COUNTY, OREGON, a Political)
7 Sub-Division of the State of Oregon;)
8 GLADYS McCOY, PAULINE ANDERSON,)
9 GARY HANSEN, RICK BAUMAN and)
10 SHARRON KELLEY, County Commissioners of)
11 Multnomah County Board of County)
12 Commissioners,)
13 Respondents.)

Case No. **9212-08214**

PETITION FOR
WRIT OF REVIEW
AND APPEAL

1992 DEC - 8 AM 9:43
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

14 TO: The Honorable Judge of the above-entitled Court.

1.

15 Petitioners are the owners of real property within Multnomah
16 County and subject to the Order adopted by Respondent Multnomah
17 County (hereinafter "County") pursuant to authority vested in it by
18 ORS Chapter 376.

19 This real property is described as Tax Lot 17, located in the
20 N.E. one-quarter of Section 6, T2N, R1W, W.M., and in the Alexander
21 McQuinn D.L.C., Multnomah County, Oregon. This property is
22 situated on the western side of the middle of Sauvies Island.
23 Petitioners utilize the land for the business of farming.

2.

24 Respondent County is a political-subdivision of the State of
25 Oregon and at all times material herein was acting by and through
26 its Board of County Commissioners (hereinafter "The Board").
27 Respondents Gladys McCoy, Pauline Anderson, Gary Hansen, Rick

JOHN W. SHONKWILER, P.C.
ATTORNEY AT LAW
13425 SW 72ND AVENUE
TIGARD, OREGON 97223
624-0617
fax 684-8971

1 Bauman and Sharron Kelley are, and at all times material herein
2 were the duly elected and acting Commissioners of the Board sitting
3 in tribunal in the matter described below. Commissioners Rick
4 Bauman and Sharron Kelley did not participate in these proceedings.

5
6 3.

7 (A). On or about April of 1992, the McQuinn Family Pioneer
8 Cemetery Association, an Oregon non-profit corporation, acting by
9 and through Maxine E. Daly as McQuinn family heir representative
10 and their attorneys, Fitzwater and Fitzwater, (hereinafter "McQuinn
11 Association") filed a Petition for Establishing a Way of Necessity
12 across the above described Anderson-Smith property to serve a one
13 acre parcel of land (located within the Anderson-Smith property)
14 described as Tax Lot 17, in the N.E. one-quarter of Section 6, T2N,
15 R1W, W.M.; attached hereto as Exhibit "A" and incorporated herein.

16 (B). On or about July 13, 1992, Petitioners filed with The
17 Board their Answer and Memorandum in Opposition to Petition for
18 Establishing a Way of Necessity alleging that the McQuinn
19 Association and representatives thereof are precluded from having
20 a right to obtain the requested way of necessity because they lack
21 standing to make the request; the request violated ORS 376.180(12);
22 Petitioners had acquired the one acre parcel (Tax Lot 17) by
23 adverse possession and compliance with ORS 12.050; the one acre
24 cemetery parcel had been abandoned and Petitioners were entitled to
25 an order of abandonment pursuant to ORS 97.450; that the request
26 must be denied because it failed to allege an award of compensation
in violation of ORS 376.155(2)(i), and the Fifth and Fourteenth

1 Amendments to the U.S. Constitution and Article I, Section 18 of
2 the Oregon Constitution; violated ORS 376.180(9); and violated ORS
3 376.155(2)(G) and ORS 376.180(1) and (4) (attached hereto a Exhibit
4 "B" and incorporated herein).

5 (C). On or about August 7, 1992, the McQuinn Association filed
6 an Amended Petition for Establishing a Way of Necessity, attached
7 hereto as Exhibit "C" and incorporated herein.

8 (D). On September 1, 1992 and October 20, 1992, The Board held
9 public hearings on the McQuinn Association's Petition for Way of
10 Necessity, heard and received testimony and evidence, granted the
11 Petition by Order No. 92-1991, dated November 5, 1992, (attached
12 hereto as Exhibit "D" and incorporated herein). Appeal and review
13 are hereby taken pursuant to ORS 376.175(5) and ORS 34.010 through
14 ORS 34.100.

15 4.

16 In ordering approval of the McQuinn Association Petition for
17 a Way of Necessity, The Board acted erroneously, arbitrarily, made
18 findings and entered an Order not supported by reliable, probative
19 and substantial evidence, exceeded its jurisdiction, improperly
20 construed the applicable law and rendered a decision that is
21 unconstitutional in the following respects; to-wit:

22 (A). By violating ORS 376.155(1) in granting the approval for
23 a way of necessity to the McQuinn Association and Maxine Daly when
24 neither party had standing to obtain a way of necessity because
25 neither party was a "landowner" and had not established by
26 substantial evidence in the record that they owned the one acre

1 parcel (Tax Lot 17) for which the way of necessity was requested to
2 serve.

3 (B). By violating ORS 376.180(12) in granting the way of
4 necessity when the prior owners of the one acre parcel (Tax Lot 17)
5 had knowingly eliminated (approximately 116 years ago) access to
6 all public roads from the land by the sale of other land owned by
7 these landowners which surrounded the one acre parcel (Tax Lot 17);
8 and made a finding (Finding No. 8) that "petitioners have not
9 knowingly eliminated access to all public roads from the land by
10 the sale of other land owned by petitioners" (emphasis added) which
11 is not supported by substantial evidence in the whole record, and
12 improperly construes the applicable law.

13 (C). By violating ORS 376.155(1) as the McQuinn Association
14 and Maxine Daly were not, in fact, owners of the one acre parcel
15 (Tax Lot 17) since Petitioners herein had acquired full ownership
16 of the one acre parcel by adverse possession in compliance with ORS
17 12.050; and such ownership was established by uncontroverted
18 substantial evidence in the whole record.

19 (D). By failing to declare the cemetery on the one acre parcel
20 (Tax Lot 17) abandoned pursuant to ORS 97.450 as requested by
21 Petitioners, based upon the uncontroverted and substantial evidence
22 in the whole record, including evidence that said cemetery has been
23 abandoned for in excess of the last 50 years.

24 (E). By failing to dismiss or deny the McQuinn Association and
25 Maxine Daly's Petition for a Way of Necessity for failure to comply
26 with ORS 376.155(2)(i) as said petition did not contain a required

1 proposal for the amount of compensation to be awarded the
2 landowners for the land across which the way of necessity was
3 proposed to be located.

4 (F). By failing to award just compensation for the taken
5 ownership interest in the land upon which the granted way of
6 necessity was located in violation of the Fifth and Fourteenth
7 Amendment of the U.S. Constitution and Article I, Section 18 of the
8 Oregon Constitution; and that the finding of \$1,300.00 for said
9 compensation is not supported by substantial evidence in the whole
10 record, and was not an award based upon determination of fair
11 market value.

12 (G). By violating ORS 376.180(9) in that McQuinn Association
13 and Maxine Daly could have acquired an easement for access from the
14 one acre parcel (Tax Lot 17) to a public road through: (1) the
15 legal action of seeking a declaratory judgment pursuant to ORS
16 28.010 - ORS 28.160 under the common law theory of an "easement
17 implied from necessity." [Van Natta v. Nys & Erickson, 203 Or. 204
18 (1955); Tucker v. Nuding, 92 Or. 319 (1919)]; (2) filing and
19 prosecuting an action to clear title to said one acre parcel
20 (contested by a prior deed recorded by Petitioners herein) under
21 ORS 105.605; and for (3) negotiation with Petitioners for
22 acquisition of an easement, of which, McQuinn Association and
23 Maxine Daly voluntarily refused to negotiate such potential
24 purchase of an easement.

25 (H). By making findings and/or order not supported by
26 substantial evidence in the whole record, to-wit:

1 (1) That Maxine Daly has an ownership interest as a
2 McQuinn heir in the one acre parcel, that her claim of
3 ownership is undisputed, and that she has standing to
4 obtain a "way of necessity" pursuant to ORS Chapter 376.

5 (2) That McQuinn Association and Maxine Daly have shown
6 the necessity for the establishment of a way of necessity
7 to obtain access to the one acre parcel, and that said
8 parcel contains a "pioneer cemetery."

9 (3) That McQuinn Association and Maxine Daly do not have
10 an existing easement or right to an easement to provide
11 access to a public road.

12 (4) That the landowners of the one acre parcel (Tax Lot
13 17) have not knowingly eliminated access to all public
14 roads from the land by sale of other land owned by them.

15 (5) That \$1,300.00 is just compensation for the land
16 taken by way of necessity order.

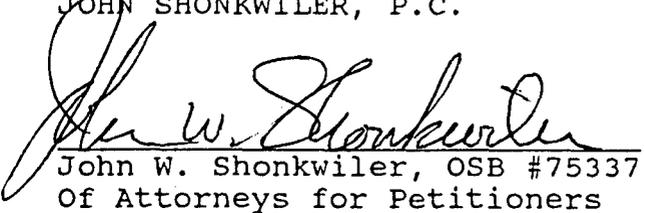
17 (I). By violating ORS 376.180(1), (2), (4) and (5) in that the
18 granted way of necessity: was located wholly upon Petitioners land,
19 whereas the least possible damage to land would have been placement
20 of the easement on equal sides of the boundary between Petitioners
21 land and the adjoining property; failed to require that the way of
22 necessity be fenced and gated to create the least damage to
23 Petitioners' property; and had not limited the to access to the one
24 acre parcel (Tax Lot 17) solely for purposes of visiting the
25 cemetery by only members of the McQuinn Association.

26 WHEREFORE, Petitioners prays that a Writ of Review directed to

1 The Board, its members and its clerk, issue out of this court
2 requiring the Board to certify to the Court, a copy of the Order
3 No. 92-191 dated November 5, 1992, and the entire record relating
4 to the proceedings whereby the McQuinn Association and Maxine Daly
5 request for a "way of necessity" was granted, including the
6 verified transcript of all testimony and all exhibits or copies
7 thereof introduced, and of the pleading, files, correspondence,
8 including all staff reports and statements, and other records or
9 matters in any way relating to said proceeding; that this Court
10 thereupon review all of said document evidence and the like, and
11 thereupon it be ORDERED, ADJUDGED and DECREED: that the decision be
12 annulled, vacated, set aside and stricken from the records of
13 Multnomah County, Oregon and that Petitioners recover their costs,
14 disbursements incurred herein and reasonable attorneys fees and
15 such other and further relief as this Court may deem appropriate.

16 DATED this 3 day of December, 1992.

17 Respectfully submitted,
18 JOHN SHONKWILER, P.C.

19 
20 John W. Shonkwiler, OSB #75337
21 Of Attorneys for Petitioners

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY

IN THE MATTER OF:)
) No.
MCQUINN FAMILY PIONEER CEMETERY)
ASSOCIATION, an Oregon) PETITION FOR ESTABLISHING
Non-profit Corporation) WAY OF NECESSITY

COMES NOW the MCQUINN FAMILY PIONEER CEMETERY ASSOCIATION, an Oregon Non-profit Corporation, by and through their attorney W. DEAN FITZWATER, of FITZWATER & FITZWATER, and Petitions the BOARD OF COMMISSIONERS, MULTNOMAH COUNTY, to establish a way of necessity pursuant to the provisions of ORS 376.150 to 376.200, stating as follows:

1.

The location and legal description of property to be served by proposed way of necessity is Tax Lot 17, located in the N.E. $\frac{1}{4}$ of Section 6, T2N, R1W, W.M., and in the Alexander McQuinn D.L.C., Multnomah County, Oregon.

2.

The location of public road located in the vicinity of the property to be served by the proposed way of necessity that is capable of being used to provide access to the property is Lucy Reeder Road No. 1191, which extends in generally Northwest and Southeast directions.

3.

The specific proposed location for the proposed way of necessity is beginning at the Southeast corner of the McQuinn D.L.C.; thence North 77° 00' 00" West on the South line of said McQuinn D.L.C. 858.00 feet; thence North 35° 14' 30" West 1091.83 feet, more or less, to the North boundary of Lucy Reeder Rd., No. 1191 as per survey of record No. 50760, the true point of beginning for the Westerly line of the proposed way of necessity; thence continuing North 35° 14' 30" West 8.15 feet to to a 5/8" x 30" iron rod with yellow cap set and inscribed "L. J. Spisla P.L.S. 870"; thence North 35° 14' 30" West 1579.42 feet to a like iron rod was set; thence South 42° 52' 00" West along the Southerly line of the proposed way of necessity 79.00 feet to subject property.

4.

Necessity for establishment of way of necessity is based upon need of your Petitioner and heirs of the McQuinn Family to have roadway access from said Lucy Reeder Rd. No. 1191 to cemetery plot. Kopplin Estate, through its Personal Representative, Kenneth McAdams, owner of the property from Lucy Reeder Rd. to iron rod 1, North to iron rod 2, have provided to your Petitioner a letter authorizing use of access, copy attached marked Exhibit "B".

James L. Smith and Sheryl Anderson, owners of Lot 16, which property land locks subject cemetery property, refuse to grant unto Petitioner roadway access.

5.

The proposed way of necessity does not connect to a public road that has access rights acquired or limited by the State or County, in that Lucy Reeder Road, No. 1191 is a general public access road.

6.

The access to the proposed way of necessity can safely be connected to the public road, Lucy Reeder Road by means of the current travel control signing and fact that the present access comes into Lucy Reeder Rd. property radiused to the County road.

7.

The proposed way of necessity is the closest available access and is the access route heretofore utilized by your Petitioners, their heirs and family members of all times, back to dedication of the cemetery property by the McQuinns some 140 years ago.

8.

Names and addresses of persons who are owners upon which proposed access could be located are:

A. JOHN W. KOPPLIN ESTATE, Kenneth McAdams, Personal Representative, David McAdams, Attorney, 720 SW Washington, Suite 750, Portland, OR 97205, as relates to parcel of land from Lucy Reeder Road, point 1, along fence and existing roadway Northwest to point 2; and

B. JAMES L. SMITH and SHERYL ANDERSON, each to an undivided one-half interest, as relates to the 79 feet from point 2 to point 3, whose address is, 922 SE 66th Place, Portland, OR 97215.

9.

No compensation is proposed to persons who are land owners for reasoning that owners and their predecessors in interest were and have for time being, been aware of the now proposed way of necessity, back to the common ownership of the property by the McQuinn family.

10.

Although the proposed access had been heretofore utilized by the McQuinn family in years past no easement was reserved or granted and recorded as such to perpetuate the proposed way of necessity. The McQuinn family and heirs may well have acquired a prescriptive right to said access to their cemetery lot.

11.

Petitioner beleives that ORS 376.155 provides for establishing of a way of necessity, wherein property is land locked, and no legally recorded easement, right-of-way or access is existing.

12.

Petitioner attaches hereto survey of proposed access, as prepared by Louis J. Spisla, filed with Multnomah County Surveyor, October 9, 1988, as Survey No. 50760. Said survey establishes the specifics of points and location, and as iron rods were set, with legal description and distance.

Petitioner has highlighted the way of necessity by yellow felt pen.

Request is herewith made for the Establishment of the proposed way of Necessity.

DATED this 12th day of April, 1989.

By: *W. Dean Fitzwater*
W. Dean Fitzwater
Attorney for McQuinn Family
Pioneer Cemetery Association
an Oregon Non-profit
corporation

STATE OF OREGON)
) ss.
County of Clackamas)

I, W. DEAN FITZWATER, attorney for MCQUINN FAMILY PIONEER CEMETERY ASSOCIATION, being first duly sworn, depose and say that I have read this Petition for Establishing Way of Necessity, know the contents thereof, and that same is true as I verily believe.

W. Dean Fitzwater
W. Dean Fitzwater

SUBSCRIBED AND SWORN to before me this 12th day of April, 1989.

Audrey Leven
Notary Public for Oregon
My Commission Expires: 1/22/93

18
 1992 JUL 24 AM 8:52
 MULTNOMAH COUNTY
 OREGON
 CLERK OF
 COUNTY COMMISSIONERS

BEFORE THE BOARD OF COMMISSIONERS
 FOR MULTNOMAH COUNTY

IN THE MATTER OF:)
) No. 92-51-C
 McQUINN FAMILY PIONEER CEMETERY)
 ASSOCIATION, an Oregon Non-Profit) ANSWER AND MEMORANDUM
 Corporation,) IN OPPOSITION TO
) PETITION FOR ESTABLISHING
) WAY OF NECESSITY

COME NOW, SHERYL ANDERSON and JAMES L. SMITH (hereinafter
 "Anderson-Smith"), by and through their attorney, JOHN W.
 SHONKWILER, file the following objections and responses to the
 "Petition for Establishing Way of Necessity" filed before the
 above described Board by the "McQuinn Family Pioneer Cemetery
 Association," stating as follows:

1.

[LACK OF STANDING]

ORS 376.155(1) requires that to establish a "way of
 necessity" by petition one of the essential elements is that the
 petitioner be "a landowner." This means the petitioner in this
 proceeding must be the actual owner of the one acre cemetery for
 which access is being requested.

A. Petitioner does not own the one acre of land containing
 the cemetery. This one acre parcel was reserved by the "McQuinn"
 family in 1876 while the surrounding property was sold to Isaac
 Thomas. Thereafter, the one acre cemetery was never sold.
 Instead, title to this parcel has periodically passed to an ever
 expanding number of heirs through probate as each prior

1 owner/owners died. The Petitioner has not obtained valid titles
2 from all of these current heirs. In accordance to ORS
3 376.155(1), the petition must be denied.

4 B. The petition fails to allege that the "McQuinn Family
5 Pioneer Cemetery Association" is the owner in fee of the one acre
6 cemetery. None of the current heirs of Alexander and Rebecca
7 McQuinn (last recorded owner of the one acre cemetery as of 1873)
8 have been named as co-petitioners in this proceeding. In
9 accordance with the requirements of ORS 376.155(1), the petition
10 must be denied.

11 2.

12 [VIOLATION OF ORS 376.180(12)]

13 ORS 376.180(12) sets forth that: "A way of necessity
14 established under ORS 376.150 to 376.200 shall: Not be
15 established for any land if the owner of the land had knowingly
16 eliminated access to all public roads from the land by the sale
17 of other land owned by the landowner." Thus, if the one acre
18 cemetery and surrounding lands were all owned by the same person
19 or persons, and all the surrounding lands were later sold off to
20 a different person with the result that no access to the one acre
21 cemetery was knowingly reserved, Petitioners are not allowed to
22 be awarded a way of necessity.

23 A. The history of ownerships of the one acre cemetery and the
24 surrounding lands establishes that the owner(s) of the land had
25 knowingly eliminated access to all public roads from the cemetery
26 and by the sale of other surrounding land owned by the

1 landowner(s). In 1873, the United States deeded to Alexander H.
2 McQuinn and Rebecca McQuinn (husband and wife) 640 acres of land
3 that later became a cemetery. See Exhibit "A". By 1876, eleven
4 heirs to this 640 acres owned all the land; and voluntarily
5 participated in petitioning the County Court to have the land
6 partitioned into eleven parcels among them. The Court determined
7 that a partition could not be equitably accomplished, and so the
8 land was sold at public auction to Isaac Thomas and confirmed by
9 Court Order on October 28, 1876. See Exhibit "B". The land sold
10 to Isaac Thomas excluded the one acre cemetery and did not
11 provide for any access to the cemetery. See Exhibit "C". Thus,
12 all the lands surrounding the cemetery were knowingly sold by the
13 heirs to Mr. Thomas, and thereby knowingly eliminated all access
14 to their one acre cemetery parcel.

15 B. The surrounding lands owned by Mr. Thomas ultimately
16 were acquired by James L. Smith and Sheryl Anderson. From 1876
17 until recently, the cemetery was abandoned by the "McQuinn"
18 family. The clear intention in 1876 was to protect the cemetery
19 plots from interference by Mr. Thomas's farming (clearing of the
20 ground and cultivation). However, the heirs did not intend to
21 provide access to the cemetery, nor actively use the site. As a
22 result, the site was abandoned for well over the last 10 years
23 (actually about 100 years) by the "McQuinn" family. For 116
24 years, no "McQuinn" heir has ever sought to obtain legal access
25 to the cemetery. Therefore, ORS 376.180(12) requires denial of
26 the petition.

3.

[ADVERSE POSSESSION]

Petitioners are not legal landowners of the one acre cemetery parcel because prior to 1986, Sheryl Anderson, James L. Smith and their families acquired the one acre parcel through adverse possession; and ORS 376.155(1) thereby preventing Petitioner from being able to obtain a way of necessity. ORS 12.050 sets forth that statutory period of 10 years for establishing a claim of adverse possession. Under Oregon law, title (full ownership) to real property will be established without an express grant or transfer of title if all elements of adverse possession are present. As a result, Anderson-Smith own the one acre cemetery parcel.

A. From before 1976 through today, Anderson-Smith and their predecessors preserved the one acre parcel, exercised dominion over the improvements on the site (including protecting and maintaining grave markers), and passed title to the site by deed to such family heirs.

B. Anderson-Smith and their predecessors have had open, hostile and exclusive possession of the one acre cemetery parcel continuously for more than ten (10) years under claim of right and possession of such property is in no other.

C. Petitioner claims some interest in the one acre cemetery parcel adverse to Anderson-Smith, but Petitioner's claim is without any right whatsoever and Petitioner has no estate, valid title or interest in said property.

1 D. Therefore, Anderson-Smith requests a ruling from this
2 Board that they are entitled to title to the one acre cemetery
3 parcel, that Petitioner is not the owner of said property in
4 violation of ORS 376.155(1), and that this petition for way of
5 necessity be denied.

6 4.

7 [ABANDONMENT]

8 The one acre cemetery parcel and specifically the cemetery
9 itself has been abandoned by the "McQuinn" family and heirs for a
10 period in excess of 50 years prior to the date of the Petition
11 for Establishing a Way of Necessity. ORS 97.450 entitles the
12 site to qualify for complete termination as a recognized
13 cemetery. The only need for access to the property expressed by
14 Petitioner (paragraph 7 of the Petition) is for the purpose of
15 access to the cemetery. Therefore, Anderson-Smith request the
16 cemetery be terminated for abandonment pursuant to ORS 97.450 and
17 this Petition to Establish a Way of Necessity be denied.

18 5.

19 [TAKING WITHOUT DUE COMPENSATION]

20 Petitioner alleges in paragraph 9 that no compensation
21 should be awarded to Anderson-Smith for acquisition of this way
22 of necessity.

23 A. ORS 376.155(2)(i) specifically requires as an element
24 of the petition to establish a way of necessity that the petition
25 shall contain a "proposal for the amount of compensation" to be
26 awarded to persons owning the land across which the way of

1 necessity is proposed to be located. Petitioner has failed to
2 set forth a statement of such just compensation; and from the
3 wording of paragraph 9, appears unwilling to consider any
4 expenditure of funds for the way of necessity. Therefore, the
5 petition must be denied as a violation of ORS 376.155(2)(i).

6 B. The taking of Anderson-Smith's property, as proposed in
7 the petition, deprives them of all ownership and uses of the
8 access strip of property in relation to their reasonable
9 expectations that the property would be used for commercial
10 farming purposes, and have further prevented them from earning a
11 reasonable return on their investment commensurate with their
12 reasonable investment-backed expectations, and thereby having
13 taken the property without just compensation in violation of the
14 Fifth and Fourteenth Amendment of the United States Constitution,
15 and Article I, Section 18 of the Oregon Constitution.

16 6.

17 [VIOLATION OF ORS 376.180(9)]

18 ORS 376.180(9) sets forth that a petition for establishing a
19 way of necessity shall not be approved if the petitioner could
20 acquire an easement for access to a public road through other
21 legal means or action.

22 A. Prior to November 22, 1988, Petitioner requested from
23 Anderson-Smith the dedication of an easement for access to the
24 cemetery. Anderson-Smith, by letter dated November 22, 1988,
25 stated they would consider providing an access to the cemetery
26 once the Petitioner provided proof that Petitioner actually owned

1 the cemetery parcel by valid deed or inheritance.

2 B. Since November 22, 1988, Anderson-Smith have not
3 received from Petitioner any information, correspondence or
4 documentation to substantiate the Petitioner is the lawful owner
5 of the one acre cemetery parcel. Petitioner has continuously
6 refused to provide such information after reiterated requests.
7 As a result, Anderson-Smith have continuously refused Petitioner
8 access to and use of the parcel.

9 C. If Petitioner has a legal right to possession of the
10 cemetery parcel, Petitioner could obtain an easement from
11 Anderson-Smith through the legal action of purchase and recording
12 of such easement access. Thereby, this petition is premature and
13 must be denied pursuant to ORS 376.180(9).

14 7.

15 [VIOLATION OF ORS 376.155(2)(G) and ORS 376.180(1) and (4)]

16 A. ORS 376.155(2)(g) requires that the proposed way of
17 necessity be the "nearest practical point for connection to a way
18 of necessity to a public road." The proposed route for the way
19 of necessity from the cemetery to a public road (Lucy Reeder
20 Road) is along an easement along the eastern boundary of the
21 Anderson-Smith property of approximately 1800 feet in length.

22 The shortest route would be along the western boundary of
23 the Anderson-Smith property setting a distance from Lucy Reeder
24 Road at approximately 850 feet, plus 90 feet across the property
25 to the graveyard.

26 B. ORS 376.180(1) and (4) requires that the way of

1 necessity cause the "least possible damage to land across which
2 it is located" and "be established only for uses in connection
3 with the property for which the way of necessity is sought." The
4 way of necessity is sought to provide "access" to an old
5 graveyard. Historically, this graveyard has been accessed only
6 by pedestrian traffic. No road for automobiles was ever built or
7 temporarily used when the graveyard was used. No automobile
8 access has been required or used to reach this site for the last
9 100 years. Access to maintain and view the graveyard can be
10 fully accomplished by a pedestrian path way.

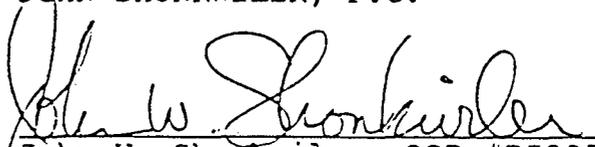
11 The Anderson-Smith property is currently being farmed for
12 profit. The least possible damage to the land and the land uses
13 would be restricting the way of necessity to a 5 foot wide
14 pedestrian pathway. Anything larger would violate ORS 376.155
15 and 376.180 by allowing for uses unnecessary to providing
16 "access" to the graveyard and causing substantially greater
17 damage and interference to the Anderson-Smith farm lands.

18 WHEREFORE, Anderson-Smith requests that this Petition for
19 Establishing a Way of Necessity be denied.

20 DATED this 13th day of July, 1992.

21
22 Respectfully submitted,

23 JOHN SHONKWILER, P.C.

24 
25 John W. Shonkwiler, OSB #75337
26 Of Attorneys for Anderson-Smith

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DEED RECORDS

United States of America
To
Alexander H McQuin and Rebecca
McQuin

Book 355 page 254
Date July 21 1873
Rec. March 14 1906

TO ALL TO WHOM THESE PRESENTS SHALL COME GRANTING:

WHEREAS there has been deposited in the General Land Office of the United States a certificate numbered 3569 of the Register and receiver at Oregon City, Oregon whereby it appears that under the provisions of the act of Congress approved the 27th day of September 1850 entitled an act to create the Office of Surveyor General of the Public Lands in Oregon, and to provide for the survey and to make donations to settlers of the said public lands, and the legislation supplemental thereto, the claim of Alexander H McQuin and his wife Rebecca McQuin, of Washington County, Oregon Notification No 4485 has been established to a donation of one section or 640 acres of land, and that the same has been surveyed and designated as Claim number 50 being parts of Sections 5 and 6 in township 2 north of range 1 west and claim number 41 being parts of sections 31 and 32 in township 3 north of range 1 west according to the official plat of survey returned to the General Land Office by the Surveyor General; being bounded and described as follows, to wit:

beginning at a point 21 chains and 42 links east of the northwest corner of said section 5 in township 2 north of range

EXHIBIT "A" 73

1 west and running thence north 40 chains; thence west 61 chains and 42 links; thence south 10° and 45' east 40 chains and 86 links; thence west 47 chains; thence south 14° and 15' East 19 chains and 66 links; thence south 14° East 12 chains and 80 links; thence south 77° East 95 chains and thence north 52 chains and 28 links to the place of beginning in the district of lands subject to sale at Oregon City, Oregon, containing 633.34 of an acre.

Now Know Ye . . . do give and grant unto the said Alexander H McQuin and to his heirs, the East half and unto his wife, the said Rebecca McQuin and to her heirs, the west half of the Tract of Land above described.

By the President. U. S. Grant.

By S. D. Williamson, Secretary

V. A. Fiske, Recorder of the General Land Office, ad interim

(U S Land Office Seal)

Recorded Vol 10 page 250

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH

RECORDED BY ^B
FEBRUARY 11 1875

John F Linder and M. J.

Linder, his wife, Plaintiffs

vs

Peter E McQueen, Geo. W. McQueen and
Anna McQueen, his wife, George Ham,
and Sarah Ham, his wife, William
Forrest and Margaret Forrest, his wife,
Clinton Bonser and Mary A. Bonser,
his wife, Alzada McQueen, John McQueen,
a minor and Lizzie McQueen, a minor.

Reg No. 5472

Jdg. No. 5751

Defendants.

Complaint filed July 28 1875.

Summons filed August 18 1875

Do hereby acknowledge and confess service of the
within summons and enter an appearance in the within entitled
suit and waive service of copy of complaint this _ day of
February 1875.

G.W.McQuin

Annie McQuin

Summons filed September 27 1875

The return of the sheriff of Multnomah County
Oregon shows that he served the within summons within said
state and county on September 24 1875 on the within named
Alzada McQueen by delivering a copy thereof prepared and
certified to by him as sheriff together with a copy of the
complaint prepared and certified to by George L Story, Clerk of

said County to the said Alzada McQueen, in person; that he served the within summons within said county and state on September 24 1875 on the within named Mary A. Bonser by delivering a copy thereof prepared and certified to by him as sheriff together with a copy of the complaint prepared and certified to by George L Story, clerk of said County to the said Mary A Bonser, in person.

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That after due and diligent search he was unable to find defendant Clinton Bonser, and served the within summons on said Clinton Bonser, within said county and state by delivering a copy thereof prepared and certified to by him as sheriff together with a copy of the complaint prepared and certified to by George L Story clerk of said County to Mary A Bonser, wife of said Clinton Bonser, a white person of the family over the age of 14 years at the usual place of abode, or dwelling house of said Clinton Bonser, within said county on Sept 24 1875.

Summons filed October 5 1875

The return of the sheriff of Multnomah County, Oregon, shows that he served the within summons within said county and state on September 30 1875 on the within named George Ham and Sarah Ham his wife and Margaret Forrest defendants, within named by delivering a copy thereof prepared and certified to by him as sheriff together with a copy of the complaint herein prepared and certified to by George L Story clerk of said County to each of them in person.

After diligent search he was unable to find defendant William Forrest, and served the within summons in said county and State on said William Forrest on September 30 1875 by delivering a copy thereof prepared and certified to by him as sheriff together with a copy of the complaint prepared and certified to by George L Story, clerk of said County to Margaret Forest, wife of said Forrest, a white person of the family over the age of 14 years at the residence and usual place of abode of the said William Forrest, within said county

Summons filed November 23 1875.

The return of the sheriff of Multnomah County Oregon shows that he served the within summons within said county on the within named John McQueen and Lizzie McQueen and on George Ham their guardian on November 4 1875 by delivering a copy thereof prepared and certified to by him as sheriff to each of them as named in person.

Appearance of James McQuin filed October 12 1875.

I, James McQueen hereby acknowledge due service of complaint and summons in the above action and enter my appearance and ask that I may be made a party deft therein.

James McQuin.

Amended complaint filed November 2, 1875.

Making James McQueen a party defendant.

Order entered November 29 1875 Jr 11 page 197

Appointing J.J. Brown guardian ad litem for John and Elizabeth McQueen minors.

Making Robert Imbrie a party defendant to this suit.

EXHIBIT B
PAGE 14 OF 18

Answer of defendant Robert Imbrie, filed February 15 1876.

Second Amended complaint filed March 9 1876.

Suit to partition the following described real estate by a sale thereof, and a division of the proceeds according to their rights.

Donation Land Claim No 50 being section 6 township 2 north range 1 West containing 632.90 acres, being the same land that Alexander McQueen and _ McQueen his wife died seized of, situate on Sauvies Island in Multnomah County and State of Oregon.

Answer of defendants John McQueen and Elizabeth McQueen, minors, by their guardian ad litem, filed March 30 1876.

Order entered March 31 1876 Jr 11 page 503

Ordered adjudged and decreed that John F. Linder, M. J. Linder, P. E. McQuinn, Geo. W. McQuinn, James McQuinn, John McQuinn, a minor, Elizabeth McQuinn, a minor and Alzada McQuinn, Sarah Ham, Margaret Forrest, and Mary A. Bonser have each an undivided 1/11 interest in fee simple of the Donation Land Claim of Alex McQueen, deceased and _ McQuinn, his wife, deceased, situated on Sauvies Island, Multnomah County, Oregon, and the same ought to be partitioned among the parties according to their respective interests.

And it being alleged that it is impracticable to make partition by metes and bounds,

It is further decreed that C.W. Burrage, John Howell and James W Walker be and are hereby appointed by the Court Referees and they are directed to view said land and to receive such evidence as they may deem proper and thereupon report to this court, whether or not said land can be partitioned by metes and bounds, without great prejudice to the owners.

Report of Referees filed May 22, 1876.

***We are of the opinion that the claim cannot be divided without great prejudice to the owners.

Order entered July 25 1876 Jr 11 page 751.

Ordered and adjudged that said Referees be and they are hereby ordered and directed to sell the said property at public auction to the highest bidder in the manner required for the sale of real property on execution and after completing the sale that the said referees shall report the same with their doings therein to the court on or before the October term thereof, and after paying the expenses of such sale deposit the remainder of the money arising therefor in the registry of this court.

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Report of sale filed October 9 1876.

The report of C.W. Burrage, James W. Walker and John Howell referees shows that he gave notice of sale by posting written notices of the time and place of sale particularly describing said real estate for four weeks successively prior to the day of sale in three public places of the County of Multnomah, State of Oregon and by publishing said notice of said sale once a week for four weeks successively prior to the said day of sale by all of which said notices and publications the said real estate was particularly described

and advertised to be sold on Saturday the 30th day of September 1876 at 10 o'clock A M at public auction at the Court House door in said county which said notice of sale was published in the Weekly Standard a weekly newspaper of general circulation published in Multnomah County, Oregon.

Sale postponed until October 7 1876 when they sold the following described real estate to Isaac Thomas for \$4000.00.

The donation land claim No 50 of Alexander McQueen and wife, deceased, being sections 5 and 6 township 2 north range 1 west, also claim No 41 sections 31 and 32 township 3 north range 1 West containing 640 acres more or less, save and except one acre thereof, upon which there is a family graveyard, lying and being situate on Sauvies Island, Multnomah County, State of Oregon.

Affidavit of Publication of Notice of Sale filed (among papers)
The affidavit of Chas J Christie shows that he is the foreman of the Weekly Standard a paper of general circulation printed in Portland, Oregon; and that the annexed notice of Referee's Sale was published four successive weeks in said paper; from September 8, 1876 to September 29; (Attached to said affidavit is a newspaper clipping of notice that C.W.Burrage, John Howell and James W Walker referees on September 30 1876 will sell at public auction to the highest bidder the following described real estate; The donation land claim No 50 of Alexander McQueen and wife, deceased, being sections 5 and 6 township 2 north range 1 West also claim 41 Sections 31 and 32 township 3 north range 1 West containing 640 acres more or less, save and except 1 acre thereof upon which there is a family graveyard, lying and being

B

Answer of B. Cornelius filed October 9 1876.

Shows that he is now the owner of the interest
of James McQueen, Peter E. McQueen and George W. McQueen,
and prays that he be substituted defendants in this suit,
in their place and stead.

Order entered October 28 1876 Jr page

Confirming sale to Isaac Thomas.

By D. D. DORR Clerk
CLERK OF THE BOARD

BEFORE THE BOARD OF COMMISSIONERS, MULTNOMAH COUNTY, OREGON

FOR MULTNOMAH COUNTY

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PAGE 1 OF 5

1
2 IN THE MATTER OF:)

3 McQUINN FAMILY PIONEER CEMETERY)
4 ASSOCIATION, an Oregon Non-Profit)
5 Corporation,)

No. 92-51-C
AMENDED PETITION
FOR ESTABLISHING WAY
OF NECESSITY

6 COMES NOW the McQUINN FAMILY PIONEER CEMETERY ASSOCIATION, an
7 Oregon Non-profit corporation, by and through their attorney Lisa
8 L. Kolve, of FITZWATER & FITZWATER ATTORNEYS, and Petitions the
9 BOARD OF COUNTY COMMISSIONERS, MULTNOMAH COUNTY, to establish a way
10 of necessity pursuant to the provisions of ORS 376.150 to 376.200,
11 stating as follows:

12 1.

13 The location and legal description of property to be served by
14 proposed way of necessity is tax Lot 17, located in the N.E. 1/4 of
15 Section 6, T2N, R1W, W.M., and in the Alexander McQuinn D.L.C.,
16 Multnomah County, Oregon.

17 2.

18 The location of public road located in the vicinity of the
19 property to be served by the proposed way of necessity that is
20 capable of being used to provide access to the property is Lucy
21 Reeder Road No. 1191, which extends in generally Northwest and
22 Southeast directions.

23
24
25
26 1 - AMENDED PETITION

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MULTNOMAH COUNTY
OREGON
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changed to left side of prop.

3.

1 The specific location of the proposed way of necessity is
 2 beginning at the north right of way line of Lucy Reeder Road, No.
 3 1191 with the west line of Tax Lot 16; thence north along the west
 4 line of Tax Lot 16, being the west line of the Way of Necessity
 5 90.00 feet more or less to the westerly boundary of the grave lot,
 6 Tax Lot 17, as set out by the County Surveyor. The width of the
 7 access is to be 12.00 feet. This is the nearest practical point
 8 for connection to a way of necessity to a public road, and the
 9 proposed way of necessity may be connected to the public road
 10 safely.

4.

doesn't represent these

11
 12 Necessity for establishment of an access is based upon need of
 13 your Petitioner, the heirs of the McQuinn Family and owners of the
 14 cemetery land, to have access from said Lucy Reeder Rd. No. 1191 to
 15 the cemetery plot for visitation and maintenance. James L. Smith
 16 and Sheryl Anderson, owners of Lot 16, which property land locks
 17 subject cemetery property, refuse to grant unto Petitioner roadway
 18 access.

5.

19
 20 Petitioner does not have an existing easement, right to an
 21 easement or any other enforceable access to provide access to a
 22 public road.

23
 24
 25
 26

6.

1 The proposed way of necessity does not connect to a public
2 road that has access rights acquired and limited by the state or
3 county.

7.

5 The names and addresses of persons who are owners upon which
6 proposed access could be located are:

7 A. JAMES L. SMITH and SHERYL ANDERSON, each to an undivided
8 one-half interest of Lot 16, whose address is: 922 SE 66th Place,
9 Portland, Oregon, 97215.

8.

10
11 No compensation is proposed to persons who are land owners for
12 reasoning that owners and their predecessors in interest were and
13 have for time being, been aware of the ownership interest of
14 petitioner and their traditional access to the cemetery back to the
15 common ownership of the property by the McQuinn family.

9.

16
17 Petitioner attaches hereto a survey of the proposed access, as
18 prepared by Louis J. Spisla, filed with Multnomah County Surveyor,
19 October 9, 1988, as Survey No. 50760. Said survey establishes the
20 specifics of points and location, and as iron rods were set, with
21 legal description and distance. Petitioner has highlighted the way
22 of necessity by yellow felt pen.

23
24
25
26

REQUEST IS HEREWITH MADE for the establishment of the proposed way of necessity.

DATED the 6th day of August, 1992.

By: Lisa L. Kolve
Lisa L. Kolve, OSB #90316
Of Attorneys for Petitioner

STATE OF OREGON)
County of Clackamas) ss.

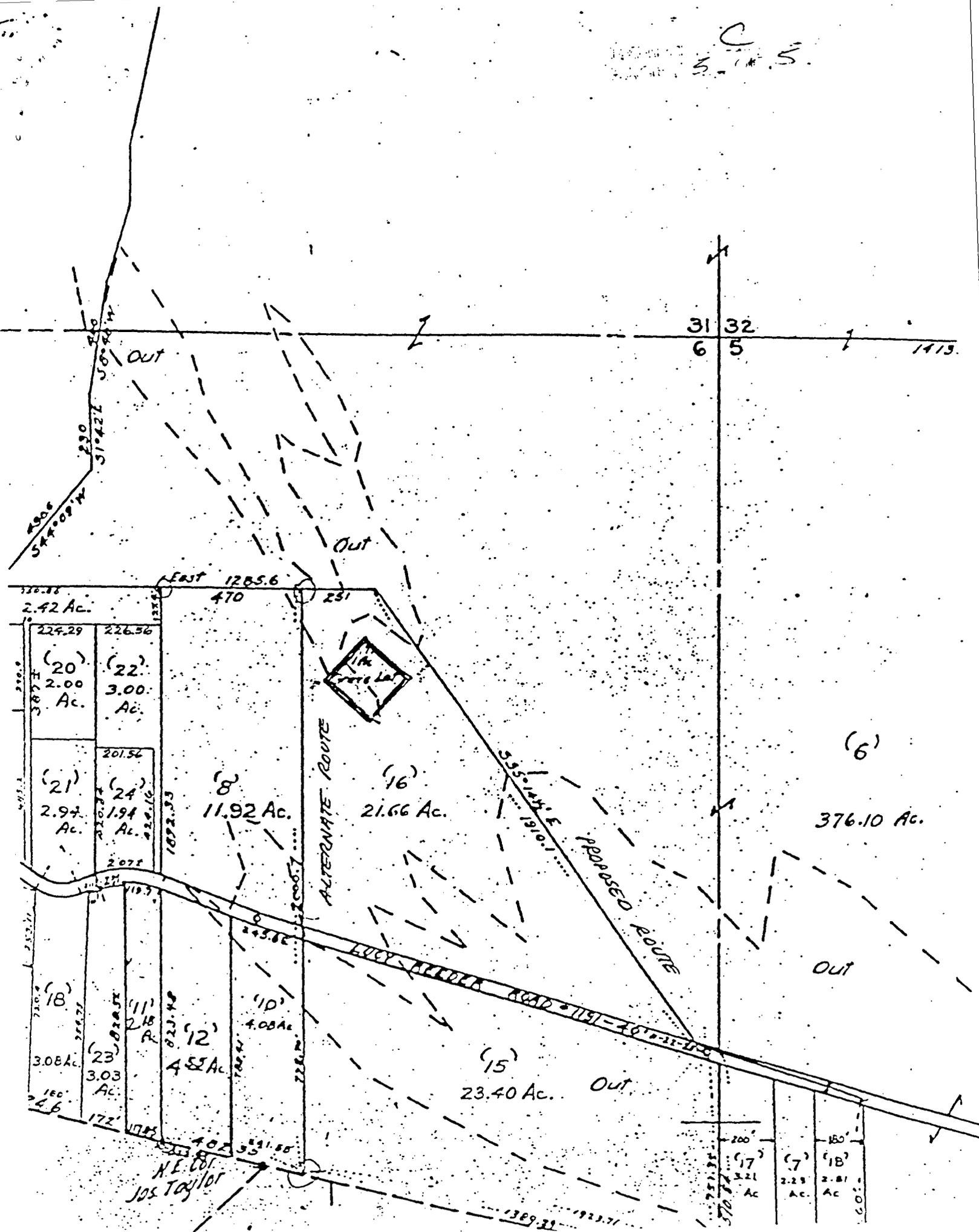
I, Lisa L. Kolve, attorney for Petitioner McQuinn Family Pioneer Cemetery Association, being first duly sworn, depose and say that I have read this Amended Petition for Establishing Way of Necessity, know the contents thereof and believe it to be true and accurate.

Lisa L. Kolve
Lisa L. Kolve

SUBSCRIBED AND SWORN to before me this ___ day of August, 1992.

Notary Public for Oregon

5. C. S.



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Ac.

(1B)
2.81
Ac.

N.E. COR.
JOS. TAYLOR

ALTERNATE ROUTE

PROPOSED ROUTE

LUSH MEADOW ROAD - 1191 - 40' - 21' - 10"

1/4 Acre Lot

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Petition for a Way
of Necessity by the McQuinn Family
Pioneer Cemetery Association

ORDER 92-191

WHEREAS, the matter of the petition of the McQuinn Family Pioneer Cemetery Association for a way of necessity was heard by the Board of County Commissioners on September 1, 1992;

WHEREAS, petitioners appeared by and through their attorney, Lisa Kolve, and respondents appeared by and through their attorney, John Shonkwiler; and

WHEREAS, the Board heard testimony and took evidence on the issues presented by the petition for way of necessity; and

WHEREAS, the Board reconvened for the purpose of deliberation over the issues presented by the petition for way of necessity on October 20, 1992; and

WHEREAS, the Board, based upon the testimony and evidence presented, makes the following findings:

1. Given that Maxine Daily's 1986 quitclaim deed to the Association does not convey her ownership interest in the landlocked parcel; and given that Maxine Daily's ownership interest as a McQuinn heir in the one acre parcel is undisputed; and given that Maxine Daily's testimony was clear and convincing as to her desire to obtain this way of necessity, the Board, on its own motion, should amend the petition to include Maxine Daily as a named petitioner, as a way to clear the issue of lack of standing and to allow this Board to decide the issues before it.

2. The petitioners have shown the necessity for the establishment of a way of necessity to obtain access to the one acre landlocked parcel containing the pioneer cemetery.

3. The proposed way of necessity does not connect to a public road that has access rights acquired and limited by the state or the county.

4. The proposed way of necessity may be connected to a public road safely.

5. The specific location proposed for the way of necessity is the nearest practicable point for a connection to a public road.

10/30/92:1

1 6. The petitioners do not have an existing easement or right
2 to an easement to provide access to a public road.

3 7. The petitioners do not have any enforceable access to a
4 public road.

5 8. The petitioners have not knowingly eliminated access to
6 all public roads from the land by the sale of other land owned by
7 petitioners.

8 THEREFORE, BE IT ORDERED, that the McQuinn Family Pioneer
9 Cemetery Association's petition for way of necessity be amended to
10 include Maxine Daily as a named petitioner,

11 That a twelve (12) foot way of necessity be established across
12 Tax Lot 16 as follows:

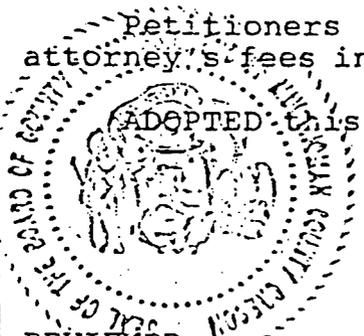
13 Beginning at intersection of the North right-of-way line
14 of Lucy Reeder Road, No. 1191 with the West line of Tax
15 Lot 16, thence North along the West line of Tax Lot 16,
16 being the West line of the way of necessity, 820 feet;
17 thence East along the line being the North line of the
18 way of necessity 90.00 feet, more or less, to the
19 Westerly boundary of the grave lot, Tax Lot 17.

20 That the petitioners are directed to pay to respondents the
21 amount of \$1,300 as compensation for establishment of a way of
22 necessity across respondents' land;

23 The cost incurred by the County in the procedures for the way
24 of necessity are \$799.64. Petitioners are hereby directed to pay
25 \$799.64, less \$300 previously paid, as costs to the County; and

26 Petitioners are directed to pay the costs and reasonable
27 attorney's fees incurred by respondents in the amount of \$4,748.00.

28 ADOPTED this 5th day of November . 1992.



By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

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

By Jacqueline A. Weber
Jacqueline A. Weber
Assistant County Counsel

RECEIVED
 3.04.4

EXHIBIT "A"

DATE	SERVICES	HOURS
6/5/92	Reviewed Petition for Way of Neecessity, consulted Oregon Revised Statutes and Multnomah County ordinances.	1.2
6/8/92	Conferred with client regarding case.	1.3
6/9/92	Preparation of items for inclusion in answer to complaint.	1.8
6/12/92	Conferred with county council regarding status of surveyor's report and procedures board intends to follow.	.3
6/16/92	Reviewed history of sales, transfers, ORS chapter 376 and conferred with client, drafted response and multiple defenses.	2.6
7/3/92	Conferred with city attorney.	.3
7/10/92	Reviewed surveyor's comments, compared legal descriptions and checked calculation of square footages.	1.7
7/13/92	Research on adverse possession, taking requirements, preparation of final answer to be filed with Multnomah County, drafted exhibits A and B.	3.7
7/24/92	Received notice of hearing set for 9/1/92 at 1:30 p.m., call to client, interviewed for items and facts needed in clients affidavit.	1.4
8/19/92	Conferred with Allen Brickely of Chicago Title regarding preparation of Multnomah County Commission hearing and necessary certified copies of documents needed, reviewed petitioner's amended petition and response.	1.6
8/20/92	Preparation for hearing.	2.4
8/24/92	Visited site, took pictures for evidence, conferred with neighbors regarding history of property.	3.2
8/26/92	Conferred with client, preparation of the affidavits for submittal to the Board.	2.3

1 - EXHIBIT "A"

(JWS\ANDERSON\1027.GJJ)

ADDED BY
 COUNTY COMMISSIONER
 1992 NOV - 2 PM 2
 MULTNOMAH COUNTY
 OREGON

D
4.4

8/27/92	Obtained documents for hearing, preparation of presentation.	4.4
8/28/92	Obtained certified copies of additional documents needed, conferred with attorneys in a conference call, preparation for hearing.	.6
8/29/92	Preparation of clients affidavit and documents for hearing.	3.9
8/31/92	Preparation for hearing.	1.8
9/1/92	Preparation for hearing, attended and made presentation before Board of County Commissioners, conferred with client regarding issues raised during proceeding and remaining rights of clients.	4.5

Meeting Date: NOV 0 5 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

BCC Informal _____ BCC Formal November 5, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Kate Clinton-Jacky

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

In the Matter of Proclaiming November 5, 1992 as ARTISTS AGAINST HUNGER DAY

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 29 AM 11:09
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

Sent Original + one Copy of Proclamation 92-192 to Kathy Millard 11-5-92

BEFORE THE BOARD OF COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON'

In the Matter of Proclaiming)
November 5, 1992 as) PROCLAMATION
ARTISTS AGAINST HUNGER DAY) 92-193

WHEREAS, in 1981, World Food Day was established by the Food and Agriculture Organization of the United Nations to create global awareness of hunger issues; and

WHEREAS, the Institute on Hunger and Development reports that hunger is on the rise, and that people in all parts of the world go hungry each day; and

WHEREAS, there exists in America today an estimated 30 million citizens, including children, who remain hungry and/or whose diets are nutritionally inadequate, and requests for emergency food and shelter rose by 26 percent in 1991, and

WHEREAS, the issues of hunger and homelessness continue to plague many members of our own community; and

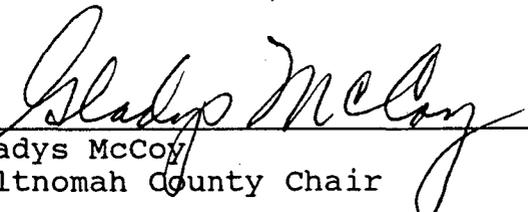
WHEREAS, over 80 talented artists in the Portland metropolitan area have gathered together to make their voices heard about this growing emergency; and

WHEREAS, the conditions of hunger and homelessness do not define the individual, nor do they eradicate the individual's need for dignity and self-respect; and

NOW THEREFORE, the Multnomah County Board of Commissioners hereby proclaim November 5, 1992 to be ARTISTS AGAINST HUNGER DAY in honor of Sisters of The Road Cafe's presentation, "Haven in Hard Times", to be held this day, and on behalf of this case which has diligently served the hungry and homeless residents of Portland for over 12 years, and whose staff, Board and customers together with associated artists recognize the importance of affordable, nutritious meals in an environment which is safe, caring and supportive regardless of economic circumstances.

APPROVED THIS 5th DAY OF November, 1992.

MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair



Meeting Date: NOV-0 5 1992

Agenda No.: R-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Justice Coordinating Council

AGENDA REVIEW/
BOARD BRIEFING _____ (date) _____ REGULAR MEETING _____ (date)

DEPARTMENT non-departmental DIVISION _____

CONTACT Mike Delman/Gary Hansen TELEPHONE 5219

PERSON(S) MAKING PRESENTATION Commissioner Hansen/Mike Delman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Re-organization and mission statement change of the JCC to the Public Safety Council.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gary Hansen

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

*First Reading/Second Reading Thursday, December 3, 1992.
Approved*

BOARD OF
COUNTY COMMISSIONERS
1992 OCT 29 PM 12:03
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: Justice Coordinating Council #707

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This is an effort to amend MCC 2.30.300 to change the function of the Justice Coordinating Council and the number of members to the mission, organizational structure and principles of collaboration of the Public Safety Council.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland, Gresham, Wood Village, Fairview, Troutdale and Maywood Park will be enacting similar legislation.

What has been the experience in other areas with this type of legislation?

none yet.

What is the fiscal impact, if any?

none.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Dolman

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: _____

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. 707

4 An ordinance amending MCC 2.30.300 to change the function of
5 the Justice Coordinating Council and the number and
6 qualifications of members.

7 (Language in brackets [] is to be deleted; underlined language is new)

8 Multnomah County ordains as follows:

9 SECTION I. Findings.

10 (A) On August 22, 1991, the board of county commissioners
11 set the following criminal justice goals as part of its
12 long term policy goals and directions:

13 (1) Provide PRO-ACTIVE CORRECTIONS SERVICES which
14 include alternatives to jail and a continuum of
15 services to get and keep people out of the
16 criminal justice system;

17 (2) Work to achieve an EFFECTIVE CRIMINAL JUSTICE
18 SYSTEM by developing and implementing a plan in
19 conjunction with Courts, the Sheriff (as the
20 manger of the Corrections Facilities), law
21 enforcement agencies, Community Corrections, and
22 the Community. (Resolution 91-126)

23 (B) In 1989, the board of county commissioners established
24 a policy on justice services which seeks to "promote
25 public safety, ensure equal treatment under the law,
26 and maximize the quality of life in all neighborhoods

1 and communities." (Resolution 89-7.) This resolution
2 provides policy direction for the development of a
3 plan.

- 4 (C) During 1991, the Criminal Justice Committee of the
5 Portland Future Focus planning effort developed
6 valuable recommendations for criminal justice agencies.
7 The County will have responsibility for reviewing those
8 recommendations for possible implementation.

9 SECTION II. Amendment of MCC 2.30.300(L).

10 MCC 2.30.300(L) is amended to read as follows:

- 11 (L) Justice Coordinating Council. The Justice Coordinating
12 Council is established to provide assistance to the
13 ~~{Office of Administration and Planning of the}~~
14 Department of Community Corrections~~{.}~~, the Juvenile
15 Justice Division, the Multnomah County Sheriff, the
16 District Attorney, and the other agencies and functions
17 within the criminal justice system.

18 (1) Policy and purpose. The board of county
19 commissioners finds that the local justice
20 services system would be more effectively
21 coordinated by the addition of a council of
22 elected and appointed officials and citizens.

23 (2) Membership. ~~{and staff. The council shall consist~~
24 ~~of 18 members appointed by the county chair and~~
25 ~~approved by the board of county commissioners.~~
26 ~~Members appointed under subsections (a) and (c) of~~
~~this section shall serve two year terms and be~~

1 eligible for reappointment. Members serving in
2 the designated positions of (subsections) (b) and
3 (d) shall be permanent appointments. If the
4 designated position becomes vacant, the person
5 assuming the position shall automatically be a
6 member.

7 (a) Five members, to be selected from areas such
8 as mental health, social services, the health
9 professions, labor, business, minorities, and
10 the religious communities.

11 (b) Eleven members of the criminal justice
12 system:

13 (i) The corrections chief of the
14 Multnomah County sheriff's
15 office;

16 (ii) The Multnomah County District
17 Attorney;

18 (iii) The Multnomah County Sheriff;

19 (iv) The chief of the Portland police
20 bureau;

21 (v) The metropolitan public defender;

22 (vi) The presiding judge of the
23 Multnomah County circuit court;

24 (vii) The presiding judge of the
25 Multnomah County district court;

26 (viii) Director of juvenile court;

(ix) The regional chief of state

1 ~~probation and parole in Multnomah~~
2 ~~County;~~

3 ~~(x) The director of the Multnomah~~
4 ~~County probation services~~
5 ~~division;~~

6 ~~(xi) Chairperson of the Multnomah~~
7 ~~County community corrections~~
8 ~~advisory committee.~~

9 ~~(e) One member of the private bar.~~

10 ~~(d) The director of the social services division~~
11 ~~of the Multnomah County department of human~~
12 ~~services.]~~

13 (a) The council shall consist of 14 members
14 appointed in accordance with Section 3.70,
15 County Charter:

16 (i) The Multnomah County Chair;

17 (ii) The Multnomah County District
18 Attorney;

19 (iii) The Multnomah County Sheriff;

20 (iv) The presiding judge of the
21 Multnomah County Circuit Court;

22 (v) The Chief of the Portland Police
23 Bureau;

24 (vi) The Chief of the Gresham Police
25 Department;

26 (vii) The Director of Community
Corrections;

1 (viii) The Director of the Multnomah
2 County Social Services Division;

3 (ix) The Division Manager of Juvenile
4 Services Division of Multnomah
5 County;

6 (x) The Metropolitan Public Defender;

7 (xi) Two members, to be selected from
8 areas such as mental health,
9 social services, the health
10 professions, labor, business,
11 minorities and the religious
12 communities.

13 (xii) A representative of the Citizen's
14 Crime Commission; and,

15 (xiii) One county resident appointed to
16 a two year term by the Citizen
17 Involvement Committee.

18 (b) The chairperson and vice-chairperson of the
19 council shall be elected by members of the
20 council for a term of one year. The vice-
21 chairperson will preside in the absence of
22 the chairperson. ~~{Members representing the~~
23 ~~criminal justice system shall not be eligible~~
24 ~~to serve as chairperson.}~~ Members may send a
25 designee to all justice coordinating council
26 meetings in case of the member's unavoidable
 absence. The designee shall be eligible to

1 vote.

2 (3) Meetings. The council will be convened monthly on
3 a regular schedule as established by the
4 chairperson.

5 ~~{(4) Staffing and budget.~~

6 ~~{(a) The council shall be supported by staff of
7 the Multnomah County department of community
8 corrections.}~~

9 ~~{(5)}~~ (4) Duties and responsibilities.

10 (a) The council will provide the opportunity for
11 advance notification to justice system
12 decision-makers of proposed policy or
13 procedure changes by other system
14 participants.

15 (b) The council will provide a mechanism for
16 undertaking and coordinating policy research
17 and demonstration activities and will enhance
18 the return on research and demonstration
19 project investments by allowing system
20 decision-makers greater opportunity for
21 information exchange.

22 (c) The council shall examine and advise the
23 executive and legislative branches about
24 custodial supervision ranging from low to
25 high in both institutional and
26 noninstitutional settings and will assist the
development of a system for placement of

1 justice system clients.

2 (d) The council shall make ~~frecommendations to~~
3 ~~the department of community corrections and~~
4 regular reports to the board of county
5 commissioners and county chair on all matters
6 affecting Multnomah County criminal justice
7 programs, including:

- 8 (i) System coordination;
- 9 (ii) Policy planning and research, and
10 experimentation in all areas of
11 justice system operations;
- 12 (iii) Jail space;
- 13 (iv) Alternative correctional space;
- 14 (v) Criminal justice legislative
15 packages;
- 16 (vi) Criminal justice administrative
17 policy;
- 18 (vii) Law enforcement, prosecution,
19 public defender, courts; and
- 20 (viii) Coordination, preparation, and
21 submission of budget
22 recommendations.

23 (e) The council shall prepare and recommend for
24 adoption by the board of county commissioners
25 a Public Safety Plan for Multnomah County.
26 The first step in this planning effort should
be the development of a model which shows the

1 existing allocation of resources to the
2 public safety system and how the systems
3 interrelate.

4 (f) The council shall monitor the implementation
5 of the plan, following Board modification and
6 approval, and continue to make additional
7 recommendations.

8 (g) The council shall monitor the Board's
9 appropriation of new revenue to and approval
10 of grant applications in the public safety
11 area to assist the Board in its commitment to
12 act in a manner not inconsistent with an
13 approved Public Safety Plan.

14 ~~+(6)+~~ (5) Coordination. The council shall have an
15 advisory role to the ~~{department of community corrections}~~, board
16 of county commissioners and the county chair.

17 ADOPTED this 12th day of December, 1991, being
18 the date of its second reading before the board of
19 county commissioners of Multnomah County, Oregon.



20 *Gladys McCoy*
21 Gladys McCoy, Chair
22 Multnomah County, Oregon

23 LAURENCE KRESSEL, COUNTY COUNSEL
24 FOR MULTNOMAH COUNTY, OREGON

25 By *[Signature]*

26 O:\FILES\142JLD.ORD\dp

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. _____
4

5 An ordinance to amend MCC 2.30.300 to eliminate the Justice
6 Coordinating Council.

7 (Language in brackets [] is to be deleted; underlined language is new)

8
9 Multnomah County ordains as follow:

10 SECTION I. FINDINGS.

11 A. On December 12, 1991, the Board of County Commissioners
12 adopted Ordinance No. 707 changing the function of the Justice
13 Coordinating Council and adjusting the number and qualifications of
14 its members.

15 B. Subsequent to the adoption of Ordinance 707, a new group,
16 the Public Safety Council (hereinafter the "Council"), has come
17 into existence.

18 C. The Public Safety Council is comprised of the same
19 membership as the Justice Coordinating Council except that it
20 includes representatives from the Cities of Wood Village, Fairview,
21 Troutdale, and Maywood Park.

22 D. Representatives from all of the public bodies concerned
23 have met and developed a "statement of the mission, organizational
24 structure, and principles of collaboration of the Public Safety
25

26 10/29/92:1
27
28

1 Council, which outlines its structure and purpose.

2 E. The Board of County Commissioners has resolved to
3 participate in the Public Safety Council. Therefore, the Justice
4 Coordinating Council should be abolished.

5 SECTION II. AMENDMENT OF MCC 2.30.300. MCC 2.30.300 (1) is
6 repealed.

7 ADOPTED this _____ day of _____, 1992, being
8 the date of its _____ reading before the Board of County
9 Commissioners of Multnomah County, Oregon.

10 (SEAL)

11
12 _____
13 Gladys McCoy, Chair
Multnomah County, Oregon

14 Reviewed:

15
16 
17 H. H. Lazenby, Jr.
Assistant County Counsel

18
19 D:\WPDATA\TWO\ORDINANC\do

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26 10/29/92:1
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28

Meeting Date: NOV 05 1992

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: RESOLUTION in the Matter of Participating in the Public Safety Council

BOARD BRIEFING	<u>November 3, 1992</u>	REGULAR MEETING	<u>November 5, 1992</u>
	(date)		(date)
DEPARTMENT	<u>Non-Departmental</u>	DIVISION	<u>Commissioner Gary Hansen</u>
CONTACT	<u>Mike Delman</u>	TELEPHONE	<u>248-5219</u>
PERSON(S) MAKING PRESENTATION	<u>Commissioner Hansen/Mike Delman</u>		

ACTION REQUESTED:

INFORMATIONAL ONLY
 POLICY DIRECTION
 APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 Minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Resolution in the Matter of Participating in the Public Safety Council

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gary Hansen*

Or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1992 OCT 29 PM 12:03

(All accompanying documents must have required signatures)

RECEIVED

MEMORANDUM

MAR 3 1993

RECORDERS OFFICE
CITY OF FAIRVIEW

DATE: February 23, 1993
TO: Mayor McRobert and Council Members
FROM: Councilor Bernie Giusto *Bb p/b*
SUBJECT: ACCEPTANCE OF PUBLIC SAFETY COUNCIL DOCUMENT

Attached is the Statement of the Mission, Organizational Structure and Principles of Collaboration of the Public Safety Council. I would like the Council to accept this document at its February 23, 1993, meeting and will present it during Council Measures and Proposals.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Participating in the
Public Safety Council.

RESOLUTION
92-193

WHEREAS, the Public Safety Council is a planning group constituted to recommend priorities for the effective, fair, and efficient provision of criminal justice services in Multnomah County.

AND WHEREAS, the Public Safety Council consists of representatives from Multnomah County, the City of Portland, Fairview, Wood Village, and Troutdale.

AND WHEREAS, the Public Safety Council represents an expanded version of the Justice Coordinating Council.

AND WHEREAS, the mission and structure of the Public Safety Council which is attached hereto as Exhibit A, is consistent with the Board of County Commissioners' desire to further improve effective delivery of criminal justice services.

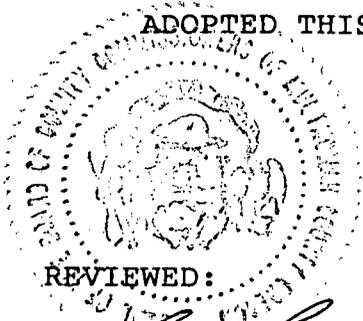
THEREFORE BE IT RESOLVED that Multnomah County is authorized to participate in the Public Safety Council as described in the Council's statement of mission, organizational structure and principles of collaboration.

AND BE IT FURTHER RESOLVED that the Justice Coordinating

10/29/92:1

Council, established by Ordinance No. 707 on December 12, 1991, be abolished.

ADOPTED THIS 5th day of November, 1992.



By Gladys McCoy
Gladys McCoy
Multnomah County, Oregon

REVIEWED:
H. H. Lazenby, Jr.
H. H. Lazenby, Jr.
Assistant County Counsel

D:\WPDATA\TWO\RESOLUTI\dp

STATEMENT OF
THE MISSION, ORGANIZATIONAL STRUCTURE
AND PRINCIPLES OF COLLABORATION OF
THE PUBLIC SAFETY COUNCIL

CONTENTS

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I. MISSION

The Mission of the Public Safety Council is to recommend priorities for the justice system on an ongoing basis and facilitate the provision of fair, efficient and effective criminal justice services in Multnomah County.

In pursuit of its mission, the Council shall examine the functions and resources allocated to each component of the criminal justice system, and devise a comprehensive Public Safety Plan for Multnomah County to be considered by each of the cities represented herein and by the Board of County Commissioners.

In devising the Plan, the Council shall consider the work of Portland Future Focus, Public Safety 2000, the Citizens Crime Commission, the Regional Drug Initiative Law Enforcement Committee, the Chief's Forum, Grand Juries, the Institute for Metropolitan Studies at Portland State University, Civic Index, the Oregon Progress Board and any other resources in the community. The Council shall also consider the interrelationship between the following components of the criminal justice system:

- A. The number of beds available to the State Department of Corrections for convicted felons sentenced to prison terms;
- B. The number of beds available at County correctional facilities for:
 - 1. Convicted felons awaiting sentence;
 - 2. Convicted misdemeanants awaiting sentence;
 - 3. Convicted misdemeanants sentenced to jail terms;
 - 4. High-risk defendants awaiting trial;
 - 5. Convicts from other states awaiting extradition proceedings;
 - 6. Material witnesses being held to testify;
- C. The number and capacity of residential and non-residential intermediate sanctions programs available for appropriate persons convicted of crimes;
- D. The number and capacity of residential and non-residential Juvenile Justice programs available for appropriate juvenile offenders;
- E. The number of judges and court rooms available for criminal trials, pretrial hearings and other matters;
- F. The number of Deputy District Attorneys available to prepare cases for trial and prosecute them;
- G. The number of sworn police personnel each law enforcement agency has per thousand of population;
- H. The pretrial release practices of the Courts;

- I. The work-release and community service practices of the Community Corrections Department;
- J. Each law enforcement agency's prioritization and de-prioritization of certain types of reported crimes;
- K. The willingness of the public to report crime;
- L. The extent to which the public to fears crime;
- M. The quality of service the public receives and expects when they contact BOEC and/or their law enforcement agency; and
- N. The extent to which crime prevention coordinators, neighborhood associations and law enforcement officers interact with citizens, businesses and business organizations.

Following adoption of the Public Safety Plan by each local government represented herein, the Public Safety Council shall assist local governments in their ability and commitment to act in a manner consistent with efficient management and fiscal principles, including appropriation of new revenue and grant applications.

II. CRITERIA FOR EVALUATING EFFECTIVENESS

The Public Safety Council will have achieved its primary goal when the comprehensive public safety plan it devises results in:

- A. Significant decreases in the socioeconomic factors that cause people to engage in criminal conduct;
- B. Significant decreases in criminal conduct as evidenced by reductions in the victimization rate;
- C. Significant decreases in recidivism as evidenced by reductions in the number of crimes committed by persons with prior convictions;
- D. Significant increases in efficiency in the services rendered by the police, courts and correction system;
- E. Significant increases in the public's understanding of, and satisfaction with the services rendered by the police, courts and correction system;
- F. Significant increases in the public's feeling of safety and well-being, and reduction in their fear of crime; and
- G. A secure source and mechanism for funding the various components of the criminal justice system.

III. ORGANIZATIONAL STRUCTURE

A. MEMBERSHIP. When fully constituted, the Public Safety Council shall consist of the following members:

- (1) Multnomah County Chair or other designated Commissioner;
- (2) Multnomah County District Attorney;
- (3) Multnomah County Sheriff;
- (4) Presiding Judge, Multnomah County Circuit Court;
- (5) Mayor, City of Portland or other designated City Council member;
- (6) Mayor, City of Gresham or other designated City Council member;
- (7) City Administrator of Fairview or other person designated by City Council;
- (8) City Administrator of Wood Village or other person designated by City Council;
- (9) City Administrator of Troutdale or other person designated by City Council;
- (10) Chief, Gresham Police Department;
- (11) Chief, Fairview Police Department;
- (12) Chief, Troutdale Police Department;
- (13) Chief, Portland Police Bureau;
- (14) Director, Multnomah County Community Corrections;
- (15) Director of County Health Department;
- (16) Director, Multnomah County Department of Social Services;
- (17) Metropolitan Public Defender;
- (18) One person residing or doing business in each Electoral District of Multnomah County appointed by the Chair of the County Commission upon the recommendation of the Public Safety Council.

B. CITIZEN APPOINTEES. Council shall stagger the three-year terms of the citizen appointees in any manner they shall choose, in order to maximize continuity in citizen participation.

C. MEETINGS AND ATTENDANCE. Council will be convened monthly at a regular time established by the consensus of the members. The location of the meetings may vary or remain the same. Any member may send a substitute to any Public Safety Council meeting in case of the member's unavoidable absence. The substitute shall be eligible to vote. However, membership on the Council carries with it the affirmative obligation to make every effort to attend each monthly meeting.

D. PRESIDING MEMBER. The members of the Council shall elect a presiding member (chairperson) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings, serving for a term of one year. The members of the Council shall also elect a presiding member-elect (chairperson-elect) who shall have no greater power within the Public Safety Council than any other member, but shall guide the Council in the conduct of its meetings in the absence of the presiding member and shall become the presiding member at the conclusion of the one year term of the presiding member. When the presiding member and presiding member-elect unable to attend a meeting of the Council, the presiding member may appoint any other member to preside at such meeting.

E. AGENDAS. The Agenda for each meeting of the Council shall be set by the Presiding member, in consultation with the presiding members of each standing Committee.

F. COMMITTEES. Each member of the Public Safety Council shall serve on at least one, but no more than two of the following committees:

- (1) Policing and Prevention Committee;
- (2) Sanctions Committee;
- (3) Budget and Fiscal Concerns Committee; and
- (4) Legislative Concerns Committee.

G. NON-COUNCIL MEMBERS ON COMMITTEES. Each committee may expand its membership to include persons who are not members of the Council. However, the presiding member of each committee shall be a member of the Public Safety Council. The composition of each committee shall subject to the approval of the Council.

H. PROCEDURAL MATTERS. Unless the Council agrees otherwise, all meetings of the Council and its committees shall proceed according to Roberts Rules of Order and such other rules as the Council shall, from time to time, adopt.

V. STAFFING

A. Meeting Notices. The presiding member of the Public Safety Council shall be responsible for sending out notices of regular meetings to the remaining members of the Council.

B. Materials for Discussion. Members shall produce sufficient copies of any materials relevant to any topic they intend to discuss at a Council meeting and get them to the presiding member of the Council in time for mailing with the meeting notices or shall bring them to the meeting.

C. Committee Staffing. The presiding member of the each committee shall send meeting notices to the remaining members of the Committee. Members shall produce sufficient copies of any written materials relevant to any topic they wish to discuss at a Committee meeting and get them to the presiding member of the committee in time for mailing with the meeting notices or shall bring them to the committee meeting.

VI. PRINCIPLES OF COLLABORATION

In pursuit of its mission, the Council shall remain faithful to the following principles:

A. The Public Safety Council shall be a free-standing entity with an advisory role to the Board of County Commissioners and the governing bodies of the cities of Portland, Gresham, Troutdale, Fairview and Wood Village.

B. The Public Safety Council, as an entity, shall not assume any legislative or administrative powers, nor shall it circumvent or usurp the authority and responsibilities of any established governmental body.

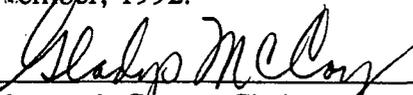
C. The members of the Public Safety Council who were appointed to their offices remain accountable to, and subject to the control of the public officials and bodies responsible for their appointment; and

D. All actions, plans and recommendations generated by the Public Safety Council must be consistent with the Constitutions of both the State of Oregon and the United States of America, applicable laws of the State of Oregon and the respective charters of the governments represented herein.

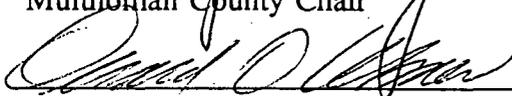
VI. AFFIRMATION

NOW, THEREFORE, we, the undersigned hereby express our assent to the formation of the Public Safety Council, to replace the former Justice Coordinating Council, with the above-stated mission, organizational structure, and principles of collaboration and hereby request the respective governing bodies of which we are part, or to whom we are accountable, to endorse the mission, organizational structure, and principles of collaboration by which the Public Safety Council intends to operate and affirm their assent to our participation therein.

IN WITNESS WHEREOF, we affix our signatures hereto this 5th day of November, 1992.



Multnomah County Chair



Mayor, City of Wood Village



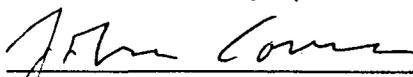
Mayor, City of Maywood Park



Multnomah County District Attorney



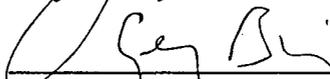
Multnomah County Sheriff



Metropolitan Public Defender



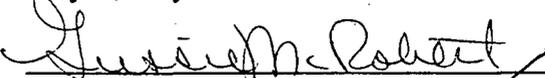
Mayor, City of Portland



Mayor, City of Troutdale



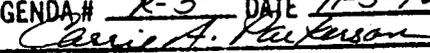
Mayor, City of Fairview



Mayor, City of Gresham



Presiding Judge, Multnomah County

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 11-5-92


BOARD CLERK

Meeting Date: NOV 0 5 1992

Agenda No.: R-6

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Video Poker enforcement

AGENDA REVIEW/
BOARD BRIEFING Nov. 3 REGULAR MEETING November 5
(date) (date)

DEPARTMENT non-departmental DIVISION District 2

CONTACT Mike Delman/Kelly Bacon TELEPHONE 5219/3105

PERSON(S) MAKING PRESENTATION Kelly Bacon/Mike Delman

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

A resolution directing the Justice Coordinating Council to develop a comprehensive plan for the provision of gaming law enforcement and gambling addiction treatment services in Multnomah County.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Larry Stouffer*

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 29 AM 11:40

(All accompanying documents must have required signatures)

Sent copies of Resolution 92-194 to Mike Delman + Kelly Bacon on 11-5-92.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY**

In the matter of developing a) Resolution
comprehensive plan for the provision) 92-
of gaming law enforcement and gambling)
addiction treatment services in)
Multnomah County)

WHEREAS, ORS 461.546 established revenue sharing with Oregon counties composed of revenues from on-line video lottery operated by the Oregon State lottery; and

WHEREAS, lottery revenues distributed to each county are to be expended solely for gaming law enforcement and community mental health programs to treat gambling addiction; and

WHEREAS, each county shall enter into intergovernmental agreements with cities incorporated within their jurisdiction to provide gaming law enforcement; and

WHEREAS, it is in the best interest of Multnomah County to ensure that the expenditure of these funds is properly coordinated with and supportive of existing activities of federal, state and local agencies;

NOW, THEREFORE BE IT RESOLVED

A. The Multnomah County Justice Coordinating Council (JCC) shall constitute a Video Poker Revenue Planning Task Force. The task force will develop a plan which incorporates findings and recommendations regarding the use of video poker revenues for gaming law enforcement and community gambling addiction treatment programming. The task force shall report and present the plan to the Multnomah County Board of Commissioners within 6 months of the beginning of their deliberations.

B. The task force shall establish two working subcommittees: a Gaming Law Enforcement Subcommittee and a Gambling Addiction Treatment Subcommittee.

1) The Gaming Law Enforcement Subcommittee shall be composed of representatives from the following organizations:

Multnomah County Sheriff
Multnomah County District Attorney
Portland Police Bureau
Gresham Police Bureau
Troutdale Police Bureau
City of Wood Village
City of Fairview
Oregon State Police

The subcommittee will be chaired by the Multnomah County District Attorney.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the matter of developing a) Resolution
comprehensive plan for the provision) 92-194
of gaming law enforcement and gambling)
addiction treatment services in)
Multnomah County)

WHEREAS, ORS 461.546 established revenue sharing with Oregon counties composed of revenues from on-line video lottery operated by the Oregon State lottery; and

WHEREAS, lottery revenues distributed to each county are to be expended solely for gaming law enforcement and community mental health programs to treat gambling addiction; and

WHEREAS, each county shall enter into intergovernmental agreements with cities incorporated within their jurisdiction to provide gaming law enforcement; and

WHEREAS, it is in the best interest of Multnomah County to ensure that the expenditure of these funds is properly coordinated with and supportive of existing activities of federal, state and local agencies;

NOW, THEREFORE BE IT RESOLVED

A. The Multnomah County Justice Coordinating Council (JCC) shall constitute a Video Poker Revenue Planning Task Force. The task force will develop a plan which incorporates findings and recommendations regarding the use of video poker revenues for gaming law enforcement and community gambling addiction treatment programming. The task force shall report and present the plan to the Multnomah County Board of Commissioners within 6 months of the beginning of their deliberations. The Public Safety Council shall assume this function upon its creation.

B. The task force shall establish two working subcommittees: a Gaming Law Enforcement Subcommittee and a Gambling Addiction Treatment Subcommittee.

- 1) The Gaming Law Enforcement Subcommittee shall be composed of representatives from the following organizations:

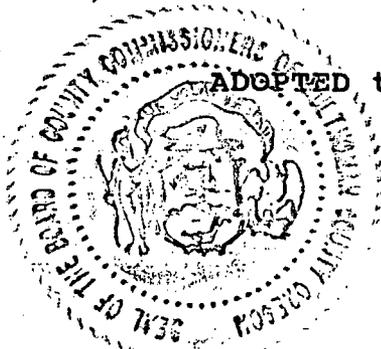
Multnomah County Sheriff
Multnomah County District Attorney
Portland Police Bureau
Gresham Police Bureau
Troutdale Police Bureau
City of Wood Village
City of Fairview
Oregon State Police

The subcommittee will be chaired by the Multnomah County District Attorney.

- 2) The Gambling Addiction Treatment Subcommittee shall be convened by the Multnomah County Department of Social Services with membership composed of appropriate individuals and organizations including the addictions treatment and mental health communities. The subcommittee will be chaired by the Administrator of Alcohol and Drug Programs.
- 3) The Subcommittees will develop a work plan and budget for the planning effort within the first thirty days of their deliberations. Budgets for implementation activities will coincide with general county budget timelines. Those workplans and budgets will be forwarded directly to the Board for approval.
- 4) The Subcommittees are specifically requested to survey Clackamas County and Washington County about their plans and approaches for the use of video poker revenues. The Subcommittee is urged to explore ways in which their efforts can be combined or leveraged with the Multnomah County project to produce a more comprehensive approach in the region. The Subcommittee's plans are to include any proposed intergovernmental agreements. Pursuant to ORS 461.546, the task force's acceptance of the Gaming Law Enforcement Subcommittee's plan shall be contingent upon agreement between the county and the cities for the provision of gaming law enforcement.

B. The task force's plan shall include a survey of the use of video poker revenue by other Oregon counties. The plan will be consistent with the requirements of effective gaming law enforcement needs in Multnomah County and the development of an appropriate and accountable level of services for individuals involved in gambling addictions.

C. The task force shall also make recommendations to the Board of Commissioners as to any future planning and evaluation efforts which may be necessary to update the plan.



ADOPTED this 5th day of November, 1992

Multnomah County, OREGON

By Gladys McCoy
Gladys McCoy, County Chair

REVIEWED:
John DuBay, County Counsel
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay

Meeting Date: OCT 29 1992 NOV 05 1992

Agenda No.: R-6 R-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amending County Peace Task Force Ordinance 693

BOARD BRIEFING: _____ REGULAR MEETING October 29, 1992
(date) (date)

DEPARTMENT Non-Dept. DIVISION BCC

CONTACT Karen Belsey TELEPHONE 248-5237

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

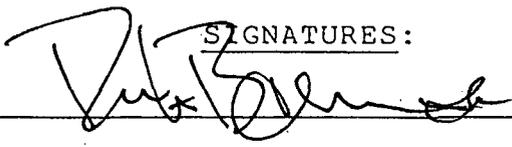
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

An ordinance amending Ordinance 693 relating to the creation of the Multnomah County Peace Task Force and the Thousand Cranes Peace Award.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

or

DEPARTMENT MANAGER _____

BOARD OF COUNTY COMMISSIONERS
1992 OCT 22 AM 10:16
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)

Sent Copies to Karen Belsey 11-5-92 + Ordin. Mail list 11-12-92

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance amending Ordinance #693 relating to the Multnomah County Peace Task Force and Award.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Amending sections of Ordinance 693 relating to composition of the Peace Task Force and establishing terms.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

- 0 -

What has been the experience in other areas with this type of legislation?

- 0 -

What is the fiscal impact, if any?

- 0 -

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form:

Karen J. Belsay

Planning & Budget Division (if fiscal impact):

[Signature]

Department Manager/Elected Official:

[Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 736

1
2
3 An Ordinance amending Ordinance 693, relating to the creation
4 of the Multnomah County Peace Task Force and the Thousand
5 Cranes Peace Award
6

7 (language in brackets is to be deleted;
8 underlined language is new)

9 Multnomah County ordains as follows:
10

11 Section I. Amendments to Ordinance 693
12

13 A. The relating clause of Ordinance 693 is amended to
14 read as follows:
15

16 An Ordinance creating the Multnomah County Peace Task Force and
17 the Thousand Cranes Award to recognize citizens who are leading
18 [Multnomah County] our community toward a peaceful non-nuclear
19 future.
20

21 B. Section II of Ordinance 693 is amended to read as
22 follows:
23

24 There is hereby created the Thousand Cranes Peace Award.
25
26

1 This award will be presented by Multnomah County to individuals
2 and businesses on or about August 6th, Hiroshima Day, each year
3 to remember the destructive capability of the Atom Bomb and to
4 recognize those [Multnomah County] citizens who are leading our
5 community toward a peaceful non-nuclear future.

6
7 C. Section III of Ordinance 693 is amended to read as
8 follows:

9
10 A. The Multnomah County Peace Task Force is hereby created.

11 It will include a minimum of eight (8) members [representing]:

12 [Oregon Peace Institute

13 Physicians for Social Responsibility

14 Educators for Social Responsibility

15 Social Investment Forum

16 Beyond War

17 Portland Chamber of Commerce

18 Multnomah County Board of Commissioners

19 and one at large member selected by the Task Force.]

20
21 1. A minimum of five representatives from distinct peace
22 and justice organizations within Multnomah County;

23
24 2. One representative of the Portland Chamber of
25 Commerce;

1 3. One representative of the Multnomah County Board of
2 Commissioners; and

3
4 4. One at large member selected by the Task Force.

5
6 [B. Task Force members shall serve without compensation.]

7
8 B. Task Force members shall serve two year terms.

9
10 C. Task Force members shall serve without compensation.

11
12
13
14 Adopted this 5th day of November , 1992



MULTNOMAH COUNTY, OREGON

21
22
23 By Gladys McCoy
24 Gladys McCoy, County Chair

25
26 REVIEWED:

John DuBay
John DuBay, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ORDINANCE NO. 736

1
2
3 An Ordinance amending Ordinance 693, relating to the creation
4 of the Multnomah County Peace Task Force and the Thousand
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8 underlined language is new)

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13 A. The relating clause of Ordinance 693 is amended to
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18 Multnomah County Board of Commissioners

19 and one at large member selected by the Task Force.]

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3. One representative of the Multnomah County Board of Commissioners; and

4. One at large member selected by the Task Force.

[B. Task Force members shall serve without compensation.]

B. Task Force members shall serve two year terms.

C. Task Force members shall serve without compensation.

Adopted this 5th day of November, 1992



MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair

REVIEWED:

John DuBay
John DuBay, County Counsel
of Multnomah County, Oregon

NOV 05 1992
D-8

Meeting Date OCT 29 1992

Agenda No. D-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Exempt Job Title and Salary Range Revisions

BCC Informal October 27, 1992
(Date)

BCC Formal October 29, 1992
(Date)

DEPARTMENT Non-Departmental DIVISION Employee Services Division

CONTACT Curtis Smith or Sue Ayers TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith and Sue Ayers

ACTION REQUESTED:

INFORMATIONAL ONLY

POLICY DIRECTION

APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA 10 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, which was installed in 1991, up to date. The three major changes proposed are 1) consolidate and update health jobs and ranges to reflect the earlier reorganization of Health Division to a Department (\$2,200 annual cost; funds available in existing budget); 2) retitle one position in MCSO (no cost); and 3) adopt 4/1/93 ranges for the new titles (4/1/93 ranges have already been adopted for all other exempt positions).

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER *Curtis Smith*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 19 AM 10:29

(All accompanying documents must have required signatures)

*Sent Copies of Ordin. 737 to Curtis Smith + Susan Ayers on 11-5-92
& Ordin. Mail list on 11-12-92*

ORDINANCE FACT SHEET

Ordinance Title: Exempt Job Title and Salary Range Revisions

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

This proposed Ordinance reflects the most recent work of our Personnel Section to keep the exempt compensation system, which was installed in 1991, up to date. The three major changes proposed are 1) consolidate and update health jobs and ranges to reflect the earlier reorganization of Health Division to a Department (\$2,200 annual cost; funds available in existing budget); 2) retitle one position in MCSO (no cost); and 3) adopt 4/1/93 ranges for the new titles (4/1/93 ranges have already been adopted for all other exempt positions).

What other local jurisdictions in the metropolitan area have enacted similar legislation?

This is almost a universal practice.

What has been the experience in other areas with this type of legislation?

This is a normal way to keep an exempt classification plan up to date.

What is the fiscal impact, if any?

The cost is about \$2,200 in 1992-93, absorbable within existing budget. The cost is low because exempt ranges do not have steps; consequently, raises in revised ranges are given only to those who "fall off" the bottom of the new range, or who are "unfrozen" from the top of the old range.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith

Planning & Budget Division (if fiscal impact): David C. Sharron

Department Manager/Elected Official: [Signature]

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 737

4 An ordinance amending Ordinance No. 733, in order to
5 revise, add and delete exempt salary ranges.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section 1. FINDINGS.

8 A. Multnomah County, Oregon (hereinafter "County")
9 employs a variety of individuals excluded from any collective
10 bargaining agreement referred to as "Exempt" employees.

11 B. It is the County's policy to establish an Exempt
12 Compensation Plan that provides such salaries as necessary for
13 the County to recruit, select, and retain qualified management,
14 supervisory, administrative and professional employees; that
15 recognizes employee performance, growth, and development; that
16 maintains an appropriate internal relationship between job title
17 and employees based on job responsibilities, qualifications, and
18 authority; and that maintains parity between equivalent exempt
19 and nonexempt positions.

20 C. The Personnel Officer is responsible for
21 developing and recommending compensation plan adjustment
22 recommendations to the Multnomah County Board of Commissioners
23 (hereinafter "Board").

24 Section 2. DELETION, REVISION, AND ADDITION OF JOB TITLES AND
25 RANGES.

1 A. The following job titles established in Exhibit A
2 and Exhibit B of Ordinance No. 733 are hereby deleted, effective
3 November 1, 1992:

4 AIDS Program Manager
5 Business Services Administrator
6 Corrections Health Manager
7 Emergency Medical Services Administrator
8 Environmental Health Administrator
9 Executive Assistant/Sheriff's Office
10 Health Services Manager, Assistant
11 Laboratory Administrator
12 MCSO Planning & Fiscal Administrator
13 Pharmacist Supervisor

14 B. The following job titles and salary ranges are
15 hereby added to Exhibit A of Ordinance No. 733, effective
16 November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	47,565	57,096	66,604
Health Services Specialist	32,203	38,644	45,085
Detention Programs Admin.	35,489	42,604	49,698
Fiscal Officer/Sheriff's Off.*	43,148	51,787	60,425

22 *Unclassified, non-Civil Service position pursuant to MCC
23 3.10.100.

1 The following job titles and salary ranges are
2 hereby added to Exhibit B of Ordinance No. 733, to be effective
3 April 1, 1993:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	48,992	58,809	67,931
Health Services Specialist	33,169	39,803	46,438
Detention Programs Admin.	36,554	43,882	51,189
Fiscal Officer/Sheriff's Off.*	44,442	53,341	62,238

*Unclassified, non-Civil Service position pursuant to MCC

3.10.100.

4 C. The following job titles and ranges shown in Exhibit
5 A are revised, effective November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Admin	37,273	44,737	52,178
Health Services Mgr.*	41,081	49,306	57,531
Dental Health Officer *	49,959	59,946	69,934
Management Asst., DSS	39,123	46,956	54,789

6 The following job titles and ranges shown in Exhibit
7 B are revised, to be effective April 1, 1993:

Health Services Admin	38,391	46,079	53,743
Health Services Mgr.*	42,313	50,785	59,257
Dental Health Officer *	51,458	61,744	72,032
Management Asst., DSS	40,297	48,365	56,438

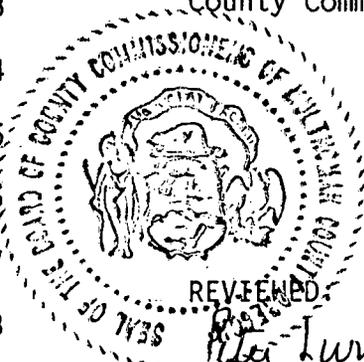
*Unclassified, non-Civil Service position pursuant to MCC

3.10.100.

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ADOPTED This 5th day of November,

1992, being the date of its second reading before the Board of
County Commissioners of Multnomah County, Oregon.



By *Gladys McCoy*
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

Peter Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

560E

1 A. The following job titles established in Exhibit A
2 and Exhibit B of Ordinance No. 733 are hereby deleted, effective
3 November 1, 1992:

4 AIDS Program Manager
5 Business Services Administrator
6 Corrections Health Manager
7 Emergency Medical Services Administrator
8 Environmental Health Administrator
9 Executive Assistant/Sheriff's Office
10 Health Services Manager, Assistant
11 Laboratory Administrator
12 MCSO Planning & Fiscal Administrator
13 Pharmacist Supervisor

14 B. The following job titles and salary ranges are
15 hereby added to Exhibit A of Ordinance No. 733, effective
16 November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	47,565	57,096	66,604
Health Services Specialist	32,203	38,644	45,085
Detention Programs Admin.	35,489	42,604	49,698
Fiscal Officer/Sheriff's Off.*	43,148	51,787	60,425

22 *Unclassified, non-Civil Service position pursuant to MCC
23 3.10.100.

1 The following job titles and salary ranges are
2 hereby added to Exhibit B of Ordinance No. 733, to be effective
3 April 1, 1993:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Mgr., Sr.*	48,992	58,809	67,931
Health Services Specialist	33,169	39,803	46,438
Detention Programs Admin.	36,554	43,882	51,189
Fiscal Officer/Sheriff's Off.*	44,442	53,341	62,238

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9 *Unclassified, non-Civil Service position pursuant to MCC
10 3.10.100.

11 C. The following job titles and ranges shown in Exhibit
12 A are revised, effective November 1, 1992:

<u>Job Title</u>	<u>Min.</u>	<u>Mid.</u>	<u>Max.</u>
Health Services Admin	37,273	44,737	52,178
Health Services Mgr.*	41,081	49,306	57,531
Dental Health Officer *	49,959	59,946	69,934
Management Asst., DSS	39,123	46,956	54,789

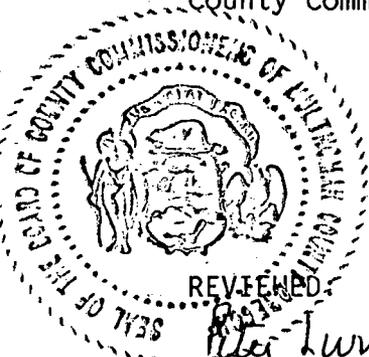
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18 The following job titles and ranges shown in Exhibit
19 B are revised, to be effective April 1, 1993:

Health Services Admin	38,391	46,079	53,743
Health Services Mgr.*	42,313	50,785	59,257
Dental Health Officer *	51,458	61,744	72,032
Management Asst., DSS	40,297	48,365	56,438

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24 *Unclassified, non-Civil Service position pursuant to MCC
25 3.10.100.

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ADOPTED This 5th day of November,
1992, being the date of its second reading before the Board of
County Commissioners of Multnomah County, Oregon.



By Gladys McCoy
Gladys McCoy, Chair
MULTNOMAH COUNTY, OREGON

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

560E

DATE SUBMITTED October 21, 1992

(For Clerk's Use)

Meeting Date NOV 05 1992
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA

Informal Only * _____ (Date) Formal Only _____ (Date)

DEPARTMENT MSS DIVISION Purchasing, Contracts & Stores

CONTACT Lillie Walker TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

Request of the Board of County Commissioners, to ratify an Intergovernmental Agreement between Tri-Met and Multnomah County for funding of the M/WBE Feasibility Study.

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- GENERAL FUND
- OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER _____

BUDGET/PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER Lillie M. Walker
(Purchasing, Facilities Management, etc.)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 23 PM 4:37

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

Sent Original OGA + Contract to Lillie Walker on 11-5-92.

TRI-COUNTY
METROPOLITAN
TRANSPORTATION
DISTRICT
OF OREGON



TRI-MET

4012 S.E. 17TH AVENUE
PORTLAND, OREGON 97202



RECEIVED
PURCHASING SECTION

92 OCT 15 PM 12:52

MULTNOMAH COUNTY

October 14, 1992

Ms. Lily Walker
Department of General Services
Purchasing Section
2505 S.E. 11th Avenue
Portland, Oregon 97202

Re: Agreement No. 93-0019I, Minority/Business Feasibility Study

Dear Ms. Walker:

Please find enclosed two copies of the above referenced Agreement. After signature by the appropriate County official, please transmit both copies to me. After Tri-Met signs, I will transmit a fully executed copy to you for your files.

If you have any questions please give me a call at 238-4808.

Very truly yours,

Liz Goebel
Assistant General Counsel

c: Julius Evans



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 500283

MULTNOMAH COUNTY OREGON

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <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	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-9 DATE 11/5/92 <i>Peter A. Rusty</i> BOARD CLERK
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Department Non-Department Division Purchasing, Date October 16, 1992

Contracts & Stores

Contract Originator Lillie Walker Phone #5111 Bldg/Room Ford/421

Administrative Contact _____ Phone _____ Bldg/Room _____

Description of Contract Tri-Met, Section 8, Federal Transit Administration (FTA) funds as 80% match to accomplish Minority/Women Business Enterprise

Feasibility Study - pursuant to RFP# 2P0825

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

ORS/AR # 190 Contractor is MBE WBE QRF

Contractor Name Tri-Met

Mailing Address 4012 S.E. 17th Ave.
Portland, Or 97202

Phone 238-4808 or 238-4872

Employer ID # or SS # _____

Effective Date August 1, 1992

Termination Date December 31, 1992

Original Contract Amount \$ 20,000.

Amount of Amendment \$ _____

Total Amount of Agreement \$ 20,000.

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

Encumber: Yes No

Date _____

Date 10/16/92

Date 10-23-92

Date 11/5/92

Date 10/19/92

REQUIRED SIGNATURES:

Department Manager _____

Purchasing Director Lillie Walker
(Class II Contracts Only)

County Counsel Peter Rusty

County Chair/Sheriff Robert Maloy

Contract Administration William Broun
(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 DESCRIPTION	AMOUNT	INC/DEC IND
01.	100	050	7440		6110						
02.											
03.											

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

TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
MINORITY/WOMEN BUSINESS FEASIBILITY STUDY

THIS AGREEMENT is made between the Tri-County Metropolitan Transportation District of Oregon (hereinafter referred to as "Tri-Met"), and Multnomah County (hereinafter "County").

RECITALS

WHEREAS, Tri-Met and County have mutual interest in accomplishment of the Minority/Women Business Feasibility Study (hereinafter "Study") and desire to jointly participate in accomplishment of the Study; and

WHEREAS, Tri-Met and County have authority to enter into this Agreement pursuant to ORS Chapter 190;

THEREFORE, Tri-Met and County agree to the terms and conditions set forth below:

1. Description of the Study

The Study shall be as described in Multnomah County's Request for Proposal No. 2P0825, and the consultant contract executed thereto.

2. Tri-Met Obligations

A. Tri-Met shall provide \$20,000 in Section 8, Federal Transit Administration (FTA) funds for accomplishment of the Study. This obligation is conditioned on pass through of those funds from the Metropolitan Service District (Metro) to Tri-Met in accordance with paragraph 4. If the funds are not made available to Tri-Met, Tri-Met may terminate this Agreement without liability.

B. Tri-Met will participate in the selection of the consultant, and provide assistance and coordination for the Study as mutually agreed upon between Tri-Met's and County's Project Managers.

3. County Obligations

A. County shall provide \$5,000 in local match funds for accomplishment of the Study.

B. County shall issue the Request for Proposals and shall execute a contract with the most responsive proposer for performance of the

Study.

4. Federal Requirements and Funding Limitation

A. County understands that funds to pay for the Study will be made available from FTA pursuant to a Grant Agreement between Metro and FTA. All funds must be approved and administered by FTA. Any Tri-Met obligation hereunder is payable from funds appropriated and allocated by FTA for this Agreement.

If funds are not allocated or are ultimately disapproved by FTA, Tri-Met may terminate this Agreement, without penalty, until such time as funds are available. Tri-Met shall notify County promptly in writing of the non-allocation, delay, or disapproval of such funds. It is understood and agreed that Tri-Met is in no case liable for damages in connection with this Agreement on account of such termination.

B. This Agreement is subject to all provisions prescribed for third party contracts by the Grant Agreement between Metro and FTA, including, but not necessarily limited to, the provisions in Exhibit A, which is attached to, and made a part of, this Agreement. Those provisions shall be incorporated into and made part of the contract between County and its consultant for performance of the Study.

5. Budget and Payment

A. Tri-Met shall reimburse County for 100% of the amount of invoices submitted in accordance with this paragraph 5, in an amount not to exceed \$20,000. County shall be responsible for all other costs of the Study.

B. Subject to the limitation set forth in subparagraph (A) above, Tri-Met agrees to pay County's invoices for actual costs of Study performance. Actual costs shall consist of the consultant contract charges as follows: Direct labor, labor overhead, direct non-labor and fee. All costs must be fully detailed on the invoices, and shall conform to cost principles of OMB Revised Circular A-102, Grants and Cooperative Agreements with State and Local Governments, and Department of Transportation regulations set forth at 49 CFR Part 18.

C. County shall submit invoices every month directly to Tri-Met's Project Manager. Tri-Met shall submit approved invoices to Metro for reimbursement. Tri-Met shall make payment to County within ten (10) business days of receipt of Metro's payment.

6. Term

This Agreement shall commence August 1, 1992 and shall remain in effect through December 31, 1992.

7. Project Managers

Coordination and direction of the Study shall be provided by Tri-Met's and County's Project Managers. Tri-Met's Project Manager is Julius Evans, and County's Project Manager is Lily Walker.

8. Notices

All notices provided for hereunder shall be in writing and sufficient if deposited in the United States Mail, postage prepaid, to the parties addressed as indicated below:

County	Tri-Met
Attn: Lily Walker	Attn: Julius Evans
Dept. General Services	Tri-Met
Purchasing Section	4012 SE 17th Ave.
Portland, OR 97202	Portland, Oregon 97202

9. Adherence to Law

This Agreement shall be governed by the laws of the State of Oregon. County shall adhere to all applicable federal and state laws, rules and regulations, including, but not limited to, laws, rules, regulations and policies concerning employer and employee relationships, Workers' Compensation, and public contracting. Such provisions as are necessary to comply fully with the laws of the State of Oregon concerning public contracts and provisions to be included herein are made a part of this Agreement by reference, and the parties shall comply with all obligations and other provisions of those laws the same as though those obligations and provisions were fully set forth herein.

10. No Waiver

Tri-Met or County's failure to object to any breach of this Agreement shall not constitute a waiver of that party's right to object to any additional breach or to require specific performance of this Agreement.

11. Termination for Default

County shall be deemed to be in default if it fails to comply with any provision of this Agreement or if its progress in performance of its obligations is so unsatisfactory that Agreement performance is seriously impaired. Prior to termination under this provision, Tri-Met shall provide County with written notice of default and allow County thirty (30) days within which to cure the defect. In the event County does not cure the defect within thirty (30) days, Tri-Met may terminate all or part of this Agreement.

County shall be liable to Tri-Met for all reasonable costs and damages incurred by Tri-Met as a result of the default.

If after notice of termination, the parties agree or a court finds that County was not in default or that the default was excusable, the rights of the parties shall be the same as if the termination had been for Tri-Met's convenience under Paragraph 12 Termination for Convenience.

12. Termination for Convenience

Tri-Met may terminate all or part of this Agreement for convenience by providing written notice to County.

In the event Tri-Met terminates for convenience, Tri-Met shall pay County its reasonable actual expenses directly related to its performance of this Agreement, which expenses were incurred prior to notice of Tri-Met's termination and to the extent they are allowable under the FTA Grant Agreement. Tri-Met shall not be required to make any payment to County under this paragraph unless County submits a termination claim not more than 45 days after Tri-Met provides notice of termination. Tri-Met in its discretion may extend the 45-day deadline.

13. Law of Oregon

This Agreement shall be governed by the laws of the State of Oregon and the parties agree to submit to the jurisdiction of the courts of the State of Oregon and to the venue of the Multnomah County Circuit Court.

14. Documents are Public Property

All records, reports, data, documents, systems and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Study shall become public property. All work products provided by County pursuant to this Agreement shall be made available to Tri-Met.

15. Liability and Indemnification

To the extent of liability for public bodies set forth in the Oregon Tort Claims Act at ORS 30.270, County agrees to hold harmless and indemnify Tri-Met, its directors, officers, employees and agents for any and all liability, settlements, losses, costs and expenses in connection with any action, suit or claim resulting from County's negligent acts or omissions in County's performance of this Agreement. County shall require any contractor or subcontractor hired for performance of this Agreement to hold harmless Tri-Met, its directors, officers, employees and agents in a sum not less than the maximum liability for public bodies under the Oregon Tort Claims Act at ORS 30.270.

To the extent of liability for public bodies set forth in the Oregon Tort Claims Act at ORS 30.270, Tri-Met agrees to hold harmless and indemnify County, its officers, employees and agents for any and all liability, settlements, losses, costs and expenses in connection

with any action, suit or claim resulting from Tri-Met's negligent acts or omissions in Tri-Met's performance of this Agreement.

16. Subcontractors and Assignments

Except as expressly provided herein, County shall not subcontract or assign any of County's rights acquired hereunder without obtaining prior written approval from Tri-Met. Any attempted subcontract or assignment of this Agreement without the written consent of Tri-Met shall be void. Tri-Met by this Agreement incurs no liability to third persons for any payment of compensation which may be provided herein to County.

17. Integration and Modification

This contract includes the entire agreement of Tri-Met and County supersedes any prior discussions or agreements regarding the same subject. This contract may be modified only by a written agreement signed by authorized representatives of Tri-Met and County.

18. Authority

The representatives signing on behalf of Tri-Met and County certify that they are duly authorized by the party for which they sign to make this contract.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

By: _____

Name: Tom Walsh

Title: General Manager

APPROVED AS TO FORM:

Legal Services

County, by and through its designated officials

By: Gladys McCoy

Name: _____

Title: _____

REVIEWED
By Peter Livingston
MULTNOMAH COUNTY COUNCIL

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-9 DATE 11-5-92
Cassie H. Peterson
BOARD CLERK

EXHIBIT A
FEDERAL REQUIREMENTS

1. Disadvantaged Business Enterprises

Disadvantaged Business Enterprise (DBE)

The DBE goal for this contract is zero percent (0%). Pursuant to 49 CFR 23.43(a), the following provisions are made a part of this Contract:

- A. Policy. It is the policy of the U.S. Department of Transportation (DOT) and Tri-Met that DBEs as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. Consequently, the DBE requirements of 49 CFR Part 23 apply to this contract.
- B. DBE Obligation. Contractor agrees to ensure that DBEs as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.
- C. Contractor's failure to carry out the requirements set forth herein shall constitute a breach of contract, and may result in termination of the contract by Tri-Met or such other remedy as Tri-Met deems appropriate.

2. Equal Employment Opportunity

In connection with the execution of this contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

3. Title VI Compliance

During the performance of this contract, Contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as "Contractor"), agrees as follows:

- A. Compliance with Regulations: Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, or national origin.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Tri-Met or the Urban Mass Transportation Administration (UMTA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to Tri-

Met, or the Urban Mass Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of Contractor's noncompliance with the nondiscrimination provisions of this contract, Tri-Met shall impose such contract sanctions as it or the Urban Mass Transportation Administration may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to Contractor under the contract until Contractor complies, and/or,
 - (2) Cancellation, termination or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subparagraphs A through E of this Paragraph in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. Contractor shall take such action with respect to any subcontract or procurement as Tri-Met or the Urban Mass Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request Tri-Met to enter into such litigation to protect the interests of Tri-Met, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. Labor Provisions

- A. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such work week, whichever is greater.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- C. Withholding for Unpaid Wages and Liquidated Damages. DOT or Tri-Met shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- D. Nonconstruction Grants. Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, Tri-Met shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this Paragraph shall be made available by Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- E. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs A through E of this Paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth

in subparagraphs A through E of this Paragraph.

5. Cargo Preference

Contractor agrees:

- A. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in subparagraph A of this Paragraph to Tri-Met (through Contractor in the case of sub-contractor bills- of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh St. S.W., Washington, D.C. 20550, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

6. Conservation

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

7. Buy America

This procurement is subject to the Urban Mass Transportation Buy America Requirements in 49 CFR Part 661.

Section 165a of the Surface Transportation Assistance Act of 1982, as amended, permits UMTA participation in this contract only if steel and manufactured products used in the contract are produced in the United States. By signing this contract, Contractor certifies that it will comply with the requirements of section 165a of the Surface Transportation Assistance Act of 1982, as amended, and the regulations in 49 CFR Part 661.

8. Interest of Members of, or Delegates to, Congress

No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this contract or to any benefit arising therefrom.

9. Prohibited Interest

Tri-Met's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements.

10. Debarred Bidders

Neither Contractor, nor any officer or controlling interest holders of Contractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government or by the State of Oregon.

11. Air Pollution

Contractor and suppliers must submit evidence to Tri-Met that the governing air pollution criteria will be met. This evidence and related documents will be retained by Tri-Met for on-site examination by UMTA. This Paragraph applies only to procurements for which governing air pollution criteria exist.

12. Maintenance and Inspection of Records

- A. Contractor shall maintain comprehensive records and documentation relating to this contract, and shall permit the authorized representatives of Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation to inspect and audit all records and documentation for a period of three (3) years after Tri-Met has made final payment to Contractor.

- B. Contractor shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that Tri-Met, the U.S. Comptroller General, or the U.S. Department of Transportation shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$10,000.00 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- C. The period of access and examination for records that relate to (1) litigation of the settlement of claims arising out of the performance of this Contract, or (2) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until such litigation, claims, or exceptions have been disposed of.

13. Lobbying Prohibitions

This contract is subject to Section 319, Public Law 101-121 (31 U.S.C. §1352) and regulations promulgated thereto by the Office of Management and Budget, pursuant to which Tri-Met may not expend funds to pay 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 any of the following covered Federal actions: 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. By signing this contract Contractor agrees to comply with these laws and regulations.

END OF EXHIBIT A - FEDERAL REQUIREMENTS

(CERTIFICATE FOLLOWS)

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION, AND
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor, or potential subcontractor under a major third party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

CHECK APPROPRIATE BOX:

- [] The undersigned chief legal counsel for the _____ (entity) hereby certifies that the _____ (entity) has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

Date

- [] Bidder or proposer does not have a "chief legal counsel".

Meeting Date NOV 05 1992

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Surrendering Jurisdiction of County Roads

BCC Informal November 3, 1992 (date) BCC Formal November 5, 1992 (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: YES

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Recommendation of Director of Environmental Services for the surrendering of jurisdiction to the city of Portland of all county roads within areas annexed to the city effective June 30, 1992, as described in Boundary Change Final Order No. 3015, 3042, 3044, 3051, 3052, 3064, 3075, and 3076 of the Portland Metropolitan Area Local Government Boundary Commission.

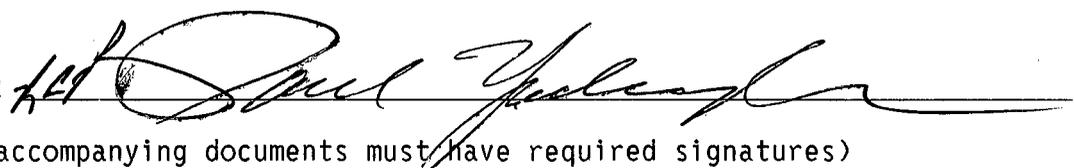
1992 OCT 27 PM 1:12
BOARD OF COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER 

(All accompanying documents must have required signatures)

3706V/119E

Sent Copy of Order 92-195 to Bob Pearson on 11-5-92.



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Carrie Parkerson
Clerk of the Board

FROM: Bob Pearson *Bob Pearson*
Transportation Division *3F 3F*

DATE: September 24, 1992

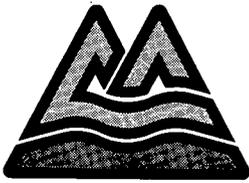
SUBJECT: Surrendering County Roads to the City of Portland

Following is the tentative schedule to surrender county roads to the city of Portland of certain county roads within the city:

Department Head Meeting	October 26, 1992
BCC Set Hearing Date	November 5, 1992
First Advertisement	November 16, 1992
Second Advertisement	November 23, 1992
Third Advertisement	November 30, 1992
Fourth Advertisement	December 7, 1992
Fifth Advertisement	December 14, 1992
Public Hearing	December 17, 1992

cc: Susan Schneider (city of Portland)
Kathryn Hall (city of Portland)
Ron Edson (city of Portland)
Paul Yarborough
Betsy Williams
Larry Nicholas
Ike Azar
Al Young
Don Hauskins
Mike Gilsdorf
Ed Pickering
John Dorst
Jim Czmowski (Assessors Office)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 SEP 25 AM 9:02



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

October 23, 1992

Multnomah County
Board of County Commissioners
1021 SW 4th Avenue, Room 602
Portland, Oregon 97204

Subject: Surrendering jurisdiction to the city of Portland all county roads in the area annexed to the city effective June 30, 1992

Dear Commissioners:

In accordance with the Intergovernmental Agreement approved March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the city of Portland, Section III B, and in accordance with ORS 373.270, initiating the proceeding for the transfer of jurisdiction of certain county roads within areas annexed to the city of Portland effective June 30, 1992, a public hearing is scheduled for December 17, 1992, at 9:30 a.m.

The public hearing is scheduled to provide the public the opportunity to voice support, concerns, or general testimony, and to determine whether it is in the best interest of the county to surrender jurisdiction of those county roads to the city of Portland.

The list of roads will appear in The Oregonian on five successive Mondays, beginning Monday, November 16, 1992.

Very truly yours,


Paul Yarborough, Director
Environmental Services

PY:BP:rj

Attachments

0119E

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

Setting a Hearing Date in the Matter of the)
Surrendering Jurisdiction to the city of)
Portland all county roads within the areas)
annexed to the city of Portland effective)
June 30, 1992.)

RESOLUTION
92-195

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon, having duly determined to initiate proceedings to surrender jurisdiction over all county roads to the city of Portland within the areas annexed to the city of Portland effective June 30, 1992, as described in Boundary Change Final Order Nos. 3015, 3042, 3044, 3051, 3052, 3064, 3075, and 3076 of the Portland Metropolitan Area Local Government Boundary Commission;

WHEREAS, O.R.S. 373.270 grants authority for the County governing body to surrender jurisdiction of county roads lying within the corporate limits of any city, it is hereby;

RESOLVED AND ORDERED that pursuant to the authority granted in O.R.S. 373.270, the Board of County Commissioners of Multnomah County, Oregon, hereby declares it is necessary, expedient and in the best interest of the County to surrender jurisdiction over said county roads, to the city of Portland; and it is

FURTHER ORDERED, that the 17th day of December, 1992, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, be fixed as the time and place for hearing the matter, and considering any objections or testimony offered by any person interested, and to determine whether it is necessary, expedient or for the best interest of the County to surrender jurisdiction over the following county roads, to the city of Portland, within the areas annexed to the city of Portland effective June 30, 1992, as described in Boundary Change Final Order Nos. 3015, 3042, 3044, 3051, 3052, 3064, 3075, and 3076;

List of County roads to be transferred to the city of Portland within the areas annexed to the city of Portland effective June 30, 1992:

Northeast Area

N.E. Halsey Street, No. 732
(From N.E. 162nd Avenue to a point 751 feet, more or less, west of N.E. 162nd Avenue)

N.E. Halsey Street, No. 732, 2451 & 3087
(From a point 420 feet, more or less, west of N.E. 160th Avenue to N.E. 162nd Avenue)

Southeast Area

S.E. Alder Street, No. 4401, 3601 & 3950
(From S.E. 155th Avenue to S.E. 160th Avenue)

RESOLUTION
SURRENDERING JURISDICTION
Page 2

S.E. Ankeny Court, No. 4230
(From S.E. 133rd Avenue to a point 231 feet, more or less, west of S.E. 133rd Avenue)

S.E. Ankeny Street, No. 2161
(From S.E. 130th Avenue to S.E. 131st Place)

S.E. Ash Street, No. 2209
(From S.E. 130th Avenue to a point 500 feet, more or less, east of S.E. 130th Avenue)

S.E. Cora Street, No. 2274
(From S.E. 107th Avenue to a point 329 feet, more or less, east of S.E. 107th Avenue)

S.E. Harold Street, No. 528
(From S.E. 102nd Avenue to a point 250 feet, more or less, east of S.E. 113th Avenue)

S.E. Holgate Boulevard, No. 3924
(From a point 135 feet, more or less, west of S.E. 107th Avenue to a point 305 feet, more or less, east of S.E. 107th Avenue)

S.E. Long Street, No. 3481 & 2602
(From a point 320 feet, more or less, east of S.E. 104th Avenue to S.E. 108th Place)

S.E. Long Street, No. 3585
(From S.E. 113th Avenue, No. 3584, to S.E. 113th Avenue, No. 3166)

S.E. Mitchell Street, No. 4483 & 2440
(From a point 640 feet, more or less, west of S.E. 104th Avenue to S.E. 106th Avenue)

S.E. Morrison Street, No. 4613 & 3962
(From S.E. 156th Place to a point 255 feet, more or less, west of S.E. 156th Place)

S.E. Pardee Street, No. 2248
(From S.E. 113th Avenue to a point 158 feet, more or less, east of S.E. 113th Avenue)

S.E. Pardee Street, No. 2467
(From S.E. 105th Avenue to S.E. 108th Place)

S.E. Pine Street, No. 4203
(From S.E. 133rd Avenue to S.E. 134th Place)

RESOLUTION
SURRENDERING JURISDICTION
Page 3

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(From a point 665 feet, more or less, west of S.E. 104th Avenue to S.E. 106th Avenue)

S.E. Schiller Street, No. 3308
(From S.E. 104th Avenue to S.E. 111th Avenue)

S.E. Stark Street, No. 2774 & 2980
(From a point 175 feet, more or less, west of S.E. 126th Avenue to S.E. 142nd Avenue)

S.E. Steele Street, No. 3587
(From S.E. 104th Avenue to a point 640 feet, more or less, west of S.E. 104th Avenue)

S.E. Yamhill Street, No. 3963
(From S.E. 156th Place to a point 200 feet, more or less, west of S.E. 156th Place)

S.E. 103rd Avenue, No. 833
(From a point 130 feet, more or less, north of S.E. Foster Road to a point 125 feet, more or less, south of S.E. Ellis Street)

S.E. 104th Avenue, No. 1250
(From S.E. Harold Street to S.E. Long Street)

S.E. 105th Avenue, No. 3283
(From S.E. Harold Street to S.E. Mitchell Street)

S.E. 105th Avenue, No. 2466
(From a point 142 feet, more or less, south of S.E. Holgate Boulevard to S.E. Pardee Street)

S.E. 106th Avenue, No. 2439
(From S.E. Mitchell Street to S.E. Raymond Street)

S.E. 107th Avenue, No. 2234
(From S.E. Holgate Boulevard to S.E. Cora Street)

S.E. 108th Place, No. 2601
(From a point 130 feet, more or less, south of S.E. Long Street to a point 130 feet, more or less, north of S.E. Pardee Street)

S.E. 108th Avenue, No. 2892
(From S.E. Schiller Street to S.E. Harold Street)

S.E. 109th Avenue, No. 4628
(From S.E. Harold Street to a point 580 feet, more or less, north of S.E. Mitchell Street)

RESOLUTION
SURRENDERING JURISDICTION
Page 4

S.E. 111th Avenue, No. 1895
(From S.E. Harold Street to a point 265 feet, more or less, north of S.E. Schiller Street)

S.E. 111th Avenue, No. 1296 & 1950
(From S.E. Harold Street to a point 681 feet, more or less, north of S.E. Foster Road)

S.E. 113th Avenue, No. 3166
(From S.E. Holgate Boulevard to S.E. Long Street)

S.E. 113th Avenue, No. 3584
(From S.E. Harold Street to S.E. Long Street)

S.E. 115th Avenue, No. 1369
(From S.E. Holgate Boulevard to a point 130 feet, more or less, south of S.E. Holgate Boulevard)

S.E. 127th Avenue, No. 3969
(From S.E. Stark Street to a point 258 feet, more or less, north of S.E. Stark Street)

S.E. 128th Avenue, No. 3311
(From S.E. Stark Street to a point 140 feet, more or less, south of S.E. Stark Street)

S.E. 129th Avenue, No. 2431
(From S.E. Stark Street to a point 270 feet, more or less, north of S.E. Stark Street)

S.E. 130th Avenue, No. 2827
(From S.E. Stark Street to a point 210 feet, more or less, south of S.E. Stark Street)

S.E. 130th Avenue, No. 2162
(From a point 137 feet, more or less, south of S.E. Ash Street to S.E. Ankeny Street)

S.E. 131st Place, No. 2160
(From S.E. Ankeny Street to E. Burnside Street)

S.E. 133rd Avenue, No. 1550
(From S.E. Stark Street to a point 195 feet, more or less, north of S.E. Ankeny Court)

S.E. 134th Place, No. 4813
(From S.E. Pine Street to a point 265 feet, more or less, north of S.E. Pine Street)

RESOLUTION
SURRENDERING JURISDICTION
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S.E. 143rd Avenue, No. 1557
(From a point 311 feet, more or less, north of S.E. Stark Street to a point 873 feet, more or less, north of S.E. Stark Street)

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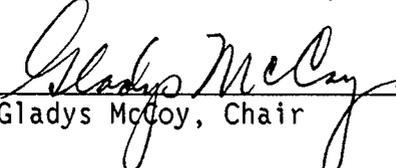
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BE IT FURTHER ORDERED, that Larry F. Nicholas, County Engineer, or his designated representative, is hereby directed to give due and legal notice of said hearing by causing the notice to be published on November 16, November 23, November 30, December 7, and December 14, 1992, in The Oregonian, a newspaper of general circulation, in accordance with the provisions of the Oregon Revised Statutes.



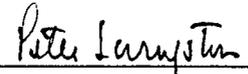
Done at the 5th day of November, 1992.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Peter Livingston

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

Setting a Hearing Date in the Matter of the)
Surrendering Jurisdiction to the city of)
Portland all county roads within the areas)
annexed to the city of Portland effective)
June 30, 1992.)

RESOLUTION
92-195

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon, having duly determined to initiate proceedings to surrender jurisdiction over all county roads to the city of Portland within the areas annexed to the city of Portland effective June 30, 1992, as described in Boundary Change Final Order Nos. 3015, 3042, 3044, 3051, 3052, 3064, 3075, and 3076 of the Portland Metropolitan Area Local Government Boundary Commission;

WHEREAS, O.R.S. 373.270 grants authority for the County governing body to surrender jurisdiction of county roads lying within the corporate limits of any city, it is hereby;

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FURTHER ORDERED, that the 17th day of December, 1992, at the hour of 9:30 a.m., in Room 602, Multnomah County Courthouse, Portland, Oregon, be fixed as the time and place for hearing the matter, and considering any objections or testimony offered by any person interested, and to determine whether it is necessary, expedient or for the best interest of the County to surrender jurisdiction over the following county roads, to the city of Portland, within the areas annexed to the city of Portland effective June 30, 1992, as described in Boundary Change Final Order Nos. 3015, 3042, 3044, 3051, 3052, 3064, 3075, and 3076;

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RESOLUTION
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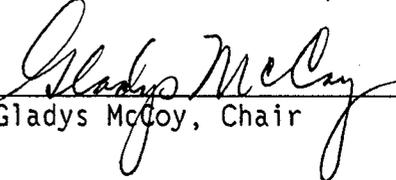
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Dated the 5th day of November, 1992.

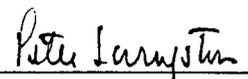


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Gladys McCoy, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By 
Peter Livingston

BUDGET MODIFICATION NO. DA 04

(For Clerk's Use) Meeting Date NOV 05 1992

Agenda No. R-11

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT District Attorney

DIVISION Support Enforcement Division

CONTACT Kelly Bacon

TELEPHONE 248-3105

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Kelly Bacon

SUGGESTED

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

Reclassification of SED Technicians to SED Agents in the District Attorney's Office.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This budget modification deletes 4 SED Technicians and creates 4 SED Agents pursuant to the the recommendation of Multnomah County Personnel as a result of increased duties and responsibilities placed on these para-professionals. Net dollar change is zero.

MULTNOMAH COUNTY
1992 OCT 26 PM 3:34
COUNTY CLERK'S OFFICE

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____) \$ _____

Date _____

After this modification \$ _____

Originated By <u>Lisa Moore</u>	Date <u>9/30/92</u>	Department Director <u>Kelly Bacon</u>	Date
Plan/Budget Analyst <u>Thomas D. Simpson</u>	Date <u>10/22/92</u>	Employee Services <u>CR Limbras</u>	Date <u>10/23/92</u>
Board Approval <u>Craig A. Patterson</u>	Date <u>11-5-92</u>		

Sent Original to Tom Simpson on 11-5-92

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____ (Date)
 DEPARTMENT: SOCIAL SERVICES DIVISION: HOUSING & COMMUNITY SERVICES
 CONTACT: Rey España TELEPHONE: 248-5464
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Ardys Craghead/Rey España
 SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)
 DSS Budget Modification # 32 increases the Housing and Community Services Division budget by \$250,000 federal grant funds to pay for a homeless families support services demonstration project.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET
 DSS Budget Modification # 32 increases personnel by \$35,182 (1 FTE Program Development Technician), Materials and Services by \$9,004, Professional Services by \$4,118, Equipment by \$4,153, and Pass Through by \$190,605. This is a planning grant, which will pay primarily for planning and systems development, including development of an integrated management information system. Contracts will purchase system development at the Housing Authority of Portland and homeless families case management services from three existing providers.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)
 Increase Org 1730 by \$242,040 direct and \$7,960 indirect grant funds.
 Increase Service Reimbursement from F/S to Insurance by \$4,849.
 Increase Service Reimbursement from F/S to Telephone by \$1,000.
 Increase Service Reimbursement from F/S to Building Management by \$3,000.
 Increase Service Reimbursement from F/S to General Fund by \$6,938.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
 _____ Contingency before this modification (as of _____) \$ _____
 (Specify Fund) (Date)
 After this modification \$ _____

Originated By <i>Rey España</i>	Date	Department Manager <i>Gary Nakao</i>	Date <i>10/19/92</i>
Finance/Budget <i>Kathleen Jones</i>	Date <i>10/26/92</i>	Employee Relations <i>Susan Daniel</i>	Date <i>10/27/92</i>
Board Approval <i>Brian A. Peterson</i>	Date <i>11-5-92</i>	MULTNOMAH COUNTY CLERK'S OFFICE 1992 OCT 26 PM 3:34 BOARD OF COUNTY COMMISSIONERS	

ca936

Sent Original to Kathy Jones 11-5-92.

File Name: ca936

EXPENDITURE

TRANSACTION EB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1992-93

Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			5100			23,862		Permanent Personnel
		156	010	1730			5500			6,471		Fringe
		156	010	1730			5550			4,849		Insurance
											35,182	SUBTOTAL, PERSONNEL
		156	010	1730			6060			190,605		Pass Through
		156	010	1730			6110			4,118		Prof. Services
		156	010	1730			6120			1,000		Printing
		156	010	1730			6180			500		Repairs & Maint
		156	010	1730			6200			300		Postage
		156	010	1730			6230			1,200		Supplies
		156	010	1730			6310			1,525		Education/Travel
		156	010	1730			6330			479		Local Travel
		156	010	1730			7150			1,000		Telephone
		156	010	1730			7400			3,000		Bldg Mgmt
											203,727	SUBTOTAL, M&S
		156	010	1730			8400			4,153		Equipment
											243,062	TOTAL, DIRECT COSTS
		156	010	1730			7100			6,938		Indirect
											250,000	TOTAL, ORG. # 1730
		400	040	7531			6520			4,849		Serv Reimb/Insurance
		402	040	7990			6140			1,000		Serv Reimb/Telephone
		100	030	5610			7400			3,000		Serv Reimb/Bldg Mgmt
		100	045	9120			7700			7,960		Contingency/Indirect
		100	010	0105			7608			(1,022)		Cash Transfer
											6938	SUBTOTAL, SERV. REIMB
											15,787	
TOTAL EXPENDITURE CHANGE										265,787	TOTAL EXPENDITURE CHANGE	

REVENUE

TRANSACTION EB []

GM [] TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY 1992-93

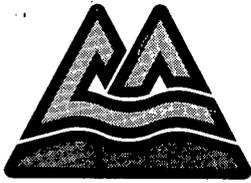
Document Number	Action	Fund	Agency	Organization	Activity	Rept Categ	Rev Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1730			new	2130		242,040		HFSSD Grant
		156	010	1730			new	2130		7,960		HFSSD Grant Indirect
											250,000	TOTAL, ORG # 1730
		400	040	7531			6602			4,849		Serv Reimb/Insurance
		402	040	7990			6602			1,000		Serv Reimb/Telephone
		100	030	5610			6602			3,000		Serv Reimb/Bldg Mgmt
		100	045	7410			6602			6,938		Serv.Reimb./Gen.Fund
											15,787	TOTAL, SERV. REIMB
TOTAL REVENUE CHANGE										265,787	TOTAL REVENUE CHANGE	

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of a year.)

A N N U A L I Z E D				
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
1 FTE	Prog. Dvpt. Tech.	\$23,862	\$6,471 / \$4,849	\$35,182
TOTAL		\$23,862	\$6,471 / \$4,849	\$35,182

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

C U R R E N T F Y				
Full Time, Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
1 FTE Prog. Dvpt Tech	New position, grant funded	\$23,862	\$6,471 / \$4,849	\$35,182
TOTAL		\$23,862	\$6,471 / \$4,849	\$35,182



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *RM*
Housing and Community Services Division

DATE: October 15, 1992

SUBJECT: DSS Budget Modification # **32**: Homeless Families Support Services
Demonstration Project Federal Grant

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of DSS Budget Modification # **DSS32**.

Analysis: The Housing and Community Services Division is amending its budget to add \$250,000 federal grant funds for a homeless families support services demonstration project. The grant pays for planning and development of service delivery partnerships designed to improve and increase opportunities for increased self-sufficiency among families who are, were, or may become homeless.

Two key elements of the grant are to strengthen the capacity of the Housing Authority of Portland (HAP) to coordinate housing with supportive services for formerly homeless families residing in HAP facilities, and to build a system to prevent eviction of families in federally assisted housing or in the state's ADC JOBS program for welfare recipients. This latter emphasis involves purchase of case management services from three existing community service centers.

This Budget Modification creates a Program Development Technician position within the Housing and Community Services Division to help implement the grant requirements, including implementation of an integrated management information system (MIS). Other budget items include support costs and computer equipment for the new position, professional services consultation on MIS systems, and purchase of services through the Housing Authority of Portland, YWCA-St. Johns, Albina Ministerial Alliance, and Human Solutions, Inc.

Background: The Board of County Commissioners approved submission of the grant application in early September, 1992. The grant award was received October 5, 1992 for a September 30, 1992 to September 29, 1995 project period; the \$250,000 budget is a one year allocation.

ca936z

Meeting Date: NOV 05 1992

Agenda No: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with City of Troutdale for Street Improvements

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Karen Whittle TELEPHONE: 248-3631

PERSON(S) MAKING PRESENTATION: Norm Monroe/Karen Whittle

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: consent

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Housing and Community Services Division recommends approval of the intergovernmental agreement with the City of Troutdale, which allocates \$45,650 of federal Community Development Block Grant (CDBG) funds to assist the City reconstruct a portion of S.E. Seventh Street. This project is included on the list of 1992 CDBG projects already approved by the Board of County Commissioners and submitted to the U.S. Department of Housing and Urban Development.

SIGNATURES:

ELECTED OFFICIAL: _____

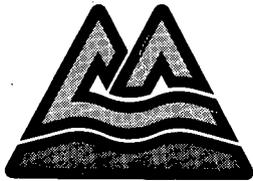
OR

DEPARTMENT MANAGER: Gary Nakao (ac)

(All accompanying documents must have required signatures)

trout93a

1992 OCT 23 PM 4:38
MULTI-COUNTY
OREGON
OFFICE OF
COUNTY COMMISSIONERS



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *NM*
Housing and Community Services Division

DATE: October 15, 1992

SUBJECT: Intergovernmental Agreement with City of Troutdale

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached intergovernmental agreement with the City of Troutdale, for the period upon execution through September 30, 1994.

Analysis: The Housing and Community Services Division has allocated \$45,650 in federal Community Development Block Grant funds to assist the City of Troutdale in completing S.E. Seventh Street improvements. The project involves the reconstruction of a portion of a street, including sidewalks, curbs, gutters, pavement, and appurtenances.

Background: Funds for this contract are included in the Housing and Community Services Division budget. The street improvement project is part of the list of neighborhood revitalization projects identified in the 1992 Community Development Block Grant Program. The project list was reviewed by the Policy Advisory Board, approved by the Board of County Commissioners, and submitted to the U.S. Department of Housing and Urban Development during the spring and summer.

trout93



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103333

Amendment # -

<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"/> PCR B 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>R-13</u> DATE <u>11/5/92</u> <u>Christa A. Peterson</u> BOARD CLERK</p>
---	--	--

Department Social Services Division Community Dev. Date ~~10/15/92~~ 10/15/92

Contract Originator Karen Jones Whittle Phone x3631 Bldg/Room 412

Administrative Contact Cilla Murray Phone x5464 Bldg/Room 161/2nd

Description of Contract Reconstruct 450 feet of S.E. 7th Street from Buxton Avenue to Harlow including sidewalks, curb/gutter, pavement and appurtenances
 CDBG Project No. 92-6

RFP/BID # --- Date of RFP/BID 2-24-92 Exemption Exp. Date ---

ORS/AR # --- Contractor is MBE WBE QRF

Contractor Name City of Troutdale

Mailing Address 104 SE Kibling
Troutdale, OR 97060

Phone 665-5175

Employer ID # or SS # ---

Effective Date Upon execution

Termination Date September 30, 1994

Original Contract Amount \$ 45,650.

Amount of Amendment \$ ---

Total Amount of Agreement \$ 45,650.

Remittance Address ---
(If Different)

Payment Schedule --- Terms ---

Lump Sum \$ --- Due on receipt

Monthly \$ --- Net 30

Other \$ --- Other ---

Requirements contract - Requisition required.

Purchase Order No. ---

Requirements Not to Exceed \$ ---

Encumber: Yes No

Date 10-19-92

Date ---

Date 10/23/92

Date 11/5/92

Date ---

REQUIRED SIGNATURES:

Department Manager Dary Nakso (cc)

Purchasing Director ---
(Class II Contracts Only)

County Counsel ---

County Chair/Sheriff ---

Contract Administration ---
(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 DESCRIPTION	AMOUNT	INCL. DEC. IND.
01.	156	010	5498			6060			7th St. Improv.	\$45,650.	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATOR

GREEN - FINANCE

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF TROUTDALE

for the Completion of

S.E. Seventh Street Improvements, Project (92-6)

This agreement, entered into this ____ day of _____ 1992, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Troutdale (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

CITY OF TROUTDALE

BY *[Signature]*
Housing & Community Services
Division Director

BY *Sam K Coy* 8/4/92
Date Date

BY *Gladys McCoy* 11/5/92
Gladys McCoy
Multnomah County Chair
Date

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

BY *Matthew C. Ryan* 10/23/92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # K-13 DATE 11-5-92
Carin A. Peterson
BOARD CLERK

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8. Operation/Maintenance
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14. Termination
15. Reversion of Assets

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1. Evaluation
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- D. Voucher Request
- E. Project Progress Statement
- F. Required Records

PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of \$45,650 for the period of November 1, 1992 through September 30, 1994. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

- A. The City shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this Agreement. Program income shall be reported with each voucher request and substantially disbursed for the benefit of the project(s) funded by this Agreement in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to the Block Grant Fund for reallocation by the County. The County shall determine whether income is being used to continue or benefit a project or projects authorized by this Agreement. Program income on hand when the Agreement expires or received after the Agreement's expiration shall be repaid to the County.

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.

- C. The City 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. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.

- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
 - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;

- (3) Block Grant funds become no longer available from the Federal Government or the County;
 - (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502.

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by April 1, 1993, October 1, 1993 and April 1, 1994 and submit to the Housing and Community Services Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records

EXHIBIT A

Project Number 92-6

Project Year 1992

LGFS No. 5498

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of Troutdale

Address: 104 S.E. Kibling

City: Troutdale State Oregon Zip 97060

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$ 3,800.00	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$ 230.00	\$
10. Operating Supplies			
11. Communications		\$ 230.00	\$
12. Travel and Training			
13. Legal and Public Notices		\$ 460.00	
14. Professional Services		\$ 9,000.00	\$
15. Construction Contracts		\$ 31,930.00	\$ 45,650.00
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 41,650.00	\$ 45,650.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 45,650.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 45,650.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 45,650.00
9. TOTAL PROJECT COST	\$ 91,300.00

III. AUTHORIZATION:

8-7-92
Date

Gerardo C. Ojeda
Authorized Signature for Project

8-7-92
Date

James E. Malloway
Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on 9-28, 19 92 by Karen Jones Whittle

Karen Jones Whittle
Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:

Reconstruct 450 feet of S.E. 7th Street from
Buxton Avenue to Harlow including sidewalks,
curb/gutter, pavement and appurtenances.

- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.
- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.

- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 92-6

Project Year 1992

LGFS No. 5498

AUTHORIZATION SIGNATURE CARD

Program Name Seventh Street Improvements

Applicant's Name The City of Troutdale

Address 104 S.E. Kibling

City, State, Zip Troutdale, Oregon 97060

Telephone Number (503) 665-5175

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)
<u>Gerardo C. Ortega</u>
<u>James E. Galloway</u>
<u>Robert W. Gazewood</u>
<u>Pamelia L. Christian</u>

SIGNATURE
<u><i>Gerardo C. Ortega</i></u>
<u><i>James E. Galloway</i></u>
<u><i>Robert W. Gazewood</i></u>
<u><i>Pamelia L. Christian</i></u>

I certify that the signatures above are of the individuals authorized to execute financial documents.

August 7, 1992
Date

James E. Galloway
Signature of Authorized Official

City Recorder
Title of Authorized Official

This progress report is due April 1, 1993, October 1, 1993 and April 1, 1994.

EXHIBIT E

Project No.: 92-6

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

- * On time
- Ahead of Schedule
- Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- D. Property Acquisition - City files must contain the following records:
- (1) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - (2) Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - (3) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner. (NOTE: HUD reviewer will need to be assured that notice actually was transmitted.)
 - (4) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - (5) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
 - (6) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - (7) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations.

Exhibit F
Required Records
Page 2

- (8) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.
- (9) Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
- (10) Settlement Cost Reporting Statement - A copy of the statement.
- (11) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (12) Ninety Days Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management file.

As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR Part 42 apply to all real property acquisitions by a grantee for an assisted CDBG program activity, regardless of the source of funding for the acquisition itself.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- G. Such other records as may be required by the County and/or HUD.

Meeting Date: NOV 05 1992

Agenda No: R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement Between Housing and Community Services Division and City of Portland Energy Office to Purchase Weatherization Program Consultation

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey Espana TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey Espana

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Housing and Community Services Division is allocating \$10,000 to purchase consultation and technical assistance from the City of Portland Energy Office regarding Multifamily Weatherization/Landlord Leveraging Program development and marketing strategies. The contract supports an informal working arrangement between the City Energy Office and County weatherization program to share information and expertise and make referrals to each other's programs. The County's multifamily weatherization program is limited to predominantly low income dwellings; the City's program does not have that eligibility limitation.

Funds for this contract were appropriated by the State as part of a special Multifamily weatherization program.

SIGNATURES:

ELECTED OFFICIAL: _____

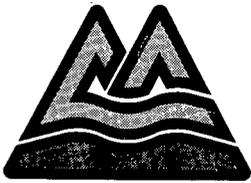
OR

DEPARTMENT MANAGER: Gary Nakao (ac)
(All accompanying documents must have required signatures)

pdxeo93a

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 23 PM 4:37

Sent Original OGA Contract to Tom Braddock on 11-5-92



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *RM*
Housing and Community Services Division

DATE: October 19, 1992

SUBJECT: Contract with City of Portland Energy Office

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached contract with City of Portland Energy Office, for the period upon execution through June 30, 1993.

Analysis: The Housing and Community Services Division is allocating \$10,000 to purchase consultation and technical assistance from the City of Portland Energy Office. The City will help the County's low-income weatherization program develop and market its Multifamily Weatherization/Landlord Leveraging Program, which focuses weatherization funds on multifamily dwellings housing predominantly low income households. The funding comes from a special appropriation from the State, using Petroleum Violation Escrow (PVE) funds.

The City of Portland currently operates a multifamily weatherization program, serving households not limited to low income. The County's weatherization program, which serves low income single and multifamily households, has worked in cooperation with the City program. In FY 1992-93 the County will be increasing its emphasis on multifamily weatherization, under a special PVE appropriation. This contract builds on the City/County cooperation and taps into City expertise.

Background: Funds for this contract are included in the Housing and Community Services Division budget.

pdxoe93z



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

Contract # 103393
Amendment # -

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-14</u> DATE <u>11/5/92</u></p> <p><i>Christa A. Peterson</i> BOARD CLERK</p>
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Department Social Services Division Hsg & Community Svcs. Date October 19, 1992

Contract Originator Tom Brodbeck Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Contract purchases consultation and technical assistance from City Energy Office for County's MultiFamily weatherization program.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland Energy Office

Mailing Address 1120 SW 5th, Ste 1030
Portland, OR 9720 4

Phone (503) 7 96-7581

Employer ID # or SS # _____

Effective Date Upon Execution

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 10,000

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ Per Invoice Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Darry Nakao (ac)*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *William O. Ryan*

County Chair/Sheriff *Blayne McCreary*

Contract Administration _____
(Class I, Class II contracts only)

Encumber: Yes No

Date 10-20-92

Date _____

Date 10/23/92

Date 11/5/92

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	010	1732		CA04	6060		778	PVE	\$10,000	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

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 Energy Office, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Housing and Community 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 execution through June 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

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

Program Development Assistance

A. Assist COUNTY in developing program goals and policies for the Landlord Leveraging Program, by October 15, 1992.

B. Assist COUNTY to develop internal procedures for the Landlord Leveraging Program, including:

1) financing package options which make sense for individual utility/state incentive programs, by October 15, 1992.

2) sample correspondence from COUNTY to owner which summarizes audit recommendations and describes financing package offered by COUNTY, by October 15, 1992.

3) procedures for completing and filing rebate and tax credit applications with state and the utilities. Arrange and attend meetings with each of the utilities and the state to clarify procedures for applying and receiving rebates and tax credits, by October 15, 1992.

C. Provide a list of state and utility and other organization representatives responsible for multifamily incentive programs, by September 30, 1992.

D. Assist COUNTY staff with presenting the proposed weatherization and financing package to property owners of approximately eight projects of COUNTY'S choice. Be available to COUNTY staff to answer questions and explain programs at COUNTY'S request. Ongoing.

Marketing Assistance

E. Assist COUNTY in developing a marketing plan for COUNTY'S Landlord Leveraging Program. The plan will outline a strategy to reach the "target groups" including property owners and managers, property management firms, and rental rehabilitation program groups in Multnomah County, by November 15, 1992.

F. Introduce the COUNTY program and staff to the members of target groups and invite COUNTY to jointly participate in events of these groups, such as annual trade shows. Ongoing.

G. Assist COUNTY in developing an advertisement and marketing brochure. Supply COUNTY with current and past samples of advertisements, brochures, and articles written by the Energy Office for their Multifamily Weatherization Program, with the caveat that the Energy Office and COUNTY maintain unique identities in order to not confuse the customer about the programs, by November 15, 1992 or as requested by COUNTY.

H. Refer properties it identifies which are predominantly low income to COUNTY for weatherization. COUNTY will refer properties it identifies but cannot work with to the Energy Office for assistance. Ongoing.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$10,000 for performance of those services provided hereunder, in accordance with a budget approved by COUNTY. CONTRACTOR shall invoice the COUNTY and include a line item expense statement.

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. Subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, Article 11, section 9, CONTRACTOR agrees to indemnify, defend, and hold COUNTY harmless against all claims, losses, damages, costs, and expenses (including attorney fees incurred) to the extent such claims, losses, damages, costs, and expenses arise out of the wrongful acts or omissions of the CONTRACTOR, its officers, agents, or employees.

5. Workers' Compensation Insurance

A. The CONTRACTOR, its subcontractors, if any, and all employers working under the contract are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this contract and is incorporated herein as part of this contract. CONTRACTOR further agrees to maintain workers' compensation insurance coverage for the duration of this contract.

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. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

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 regarding compensation for work 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. Both CONTRACTOR and COUNTY shall be entitled to any equitable and legal remedies that are available.

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 [Signature] FOR NICKI HANCOCK
Director
Housing & Community Svc Division
Date 10-19-92

BY [Signature]
MAYOR
Date 9-2-10-1

BY [Signature]
Gladys McCoy
Multnomah County Chair
Date 11/5/92

REVIEWED:

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

JEFFREY L. ROGERS, City Attorney

BY [Signature]
Date 10/23/92

BY [Signature]
Date 9/30/92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 11-5-92
[Signature]
BOARD CLERK



CITY OF

PORTLAND, OREGON

OFFICE OF FINANCE AND ADMINISTRATION
BUREAU OF ADMINISTRATIVE SERVICES

Risk Management Division
1120 S.W. Fifth, Room 1012
Portland, Oregon 97204-1965
(503) 796-5101
FAX (503) 796-3388

STATEMENT OF INSURANCE

The City of Portland, Oregon, has established an insurance fund and is self-insured for third party Bodily Injury, Personal Injury and Property Damage claims arising from all operations of the City of Portland.



Fred R. Cuthbertson

Risk Manager
Fred R. Cuthbertson

September 18, 1992
Date

Issued to: Multnomah County for program development assistance

Meeting Date: NOV 05 1992

Agenda No: R-15

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Agreement with State Housing and Community Services Department Voiding Existing Memorandum of Understanding Regarding Funds for Rent Assistance for Low Income Veterans

Board Briefing: _____ Regular Meeting: _____
Date Date

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: XX

BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

The Housing and Community Services Division recommends approval of the agreement with the State Housing and Community Services Department voiding the existing memorandum of understanding regarding rent assistance for low income veterans. The \$25,000 authorized in the existing memorandum of understanding has been added to the state Omnibus contract through Notice of Adjustment #6. This new agreement voids a duplicate funding mechanism.

SIGNATURES:

ELECTED OFFICIAL: _____

OR

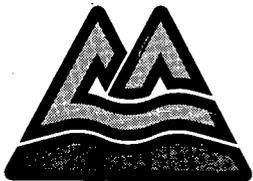
DEPARTMENT MANAGER: Aary Nales (cc)

(All accompanying documents must have required signatures)

vets93a

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 OCT 26 PM 3:35

*Sent Original OGA + Contracts to Bill Thomas
on 11-5-92.*



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING & COMMUNITY SERVICES DIVISION
421 S.W. FIFTH AVENUE, SECOND FLOOR
PORTLAND, OREGON 97204
(503) 248-5464
FAX: (503) 248-3332

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Norm Monroe, Director *MM*
Housing and Community Services Division

DATE: October 5, 1992

SUBJECT: Agreement Voiding the Memorandum of Understanding with State Housing and Community Services Department Concerning Rent Assistance for Veterans

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached agreement with the Oregon Housing and Community Services Department, effective October 1, 1992.

Analysis: The Housing and Community Services Division has received an agreement from the Oregon Housing and Community Services Department which voids the existing memorandum of understanding authorizing expenditures up to \$25,000 for rent assistance for low income veterans. The agreement states that the \$25,000 will be allocated to the county through a different vehicle, that of the Omnibus contract with the state.

The state has sent this agreement to avoid duplicate contract allocations. The County Housing and Community Services Division has already received a Notice of Adjustment to the Omnibus contract, which includes the \$25,000 allocated for rent assistance for veterans. Therefore, there is no budget impact resulting from this agreement.

Background: The rent assistance for veterans funds are included in the Division budget as "LIHRA" funds. The state has changed the funding source, but not amount, through this attached agreement and a Notice of Adjustment #6. The Division will be amending the budget to reflect all the state funding changes in the near future.

vets93



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104612

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"/> PCRFB 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"><i>Revenue</i> <i>Revenue</i></p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p align="center">AGENDA # <u>R-15</u> DATE <u>11/5/92</u></p> <p align="center"><i>Baris A. Parkerson</i> BOARD CLERK</p>
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Department Social Services Division Hsg & Community Svcs Date October 9, 1992

Contract Originator Bill Thomas Phone 248-5464 Bldg/Room B161/2nd Floor

Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd Floor

Description of Contract Agreement voids existing Memorandum of Understanding authorizing rent assistance for veterans.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Housing & Community Services

Mailing Address 1600 State Street, NE
Salem, OR 97310

Phone (503) 378-4343

Employer ID # or SS # _____

Effective Date October 1, 1992

Termination Date N/A

Original Contract Amount \$ 25,000

Amount of Amendment \$ (25,000)

Total Amount of Agreement \$ 0

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 *Gary Nakao*

Purchasing Director _____
(Class II Contracts Only)

County Counsel *Michael Ryan*

County Chair/Sheriff *Steve Kelly*

Contract Administration _____
(Class I, Class II contracts only)

Encumber: Yes No

Date 10-14-92

Date _____

Date 10/22/92

Date 11/5/92

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	010	1730			2393			LIHRA	(25,000)	
02.											
03.											

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

**AGREEMENT VOIDING MEMORANDUM OF UNDERSTANDING BETWEEN
THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT
AND MULTNOMAH COUNTY COMMUNITY ACTION PROGRAM OFFICE
FOR SPECIAL PARTNERSHIP PROGRAM FOR VETERANS**

SECTION I. PARTIES

1. Oregon Housing and Community Services Department ("HCS")
1600 State Street, Suite 200, Salem, Oregon 97310-0161.
2. Multnomah County Community Action Program Office ("MCCAPO")
421 S.W. Fifth Avenue, Second Floor, Portland, OR 97204-2221.

SECTION II. FINDINGS, PURPOSE AND AGREEMENT

1. Whereas both parties continue to pursue the goal of providing rental assistance to very low income veterans of U. S. military service in Multnomah County in the most effective and efficient way possible, and
2. Whereas both parties continue to believe that this purpose can be achieved most effectively and efficiently through a process relying to the maximum extent possible on local expertise and local authority but now believe that this should occur through an adjustment to the existing Omnibus Contract between HCS and MCCAPO rather than a separate Memorandum of Understanding, now,
3. Therefore, the parties hereby agree to declare the agreement previously entered into by them on May 7, 1992 entitled the "Low Income Rental Housing Fund Program -- Memorandum of Understanding between the Oregon Housing and Community

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

DEPARTMENT Health
CONTACT Tom Fronk

DIVISION Field Services
TELEPHONE ext. 3674

NAME OF PERSON MAKING PRESENTATION TO BOARD Billi Odegaard

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda:

Budget Modification MCHD/0 recognizes the receipt of the a grant from the Federal Maternal and Child Health Program for Parent/Child Service Center based health services.

(ESTIMATED TIME NEEDED ON THE AGENDA 5 min.)

2. DESCRIPTION OF MODIFICATION

[X] PERSONNEL CHANGES ON ATTACHED PAGE

The Health Department has been awarded a grant from the Public Health Service, Maternal Child Health Program, for development of community integrated services for women and children.

This grant award is for \$252,645 in the first grant year, increasing to \$348,317 by the fourth year. The grant fiscal year is on an October 1 start. The grant is for a renewable four year project. The grant pays Indirect to the County, returning \$23,266 in the first year.

The budget modification increases Health Department appropriations by \$187,129 this fiscal year. This amount reflects the amount the Department estimates could be spent between the first of November and the end of the County fiscal year. Specifically, the grant adds nursing staff, family health workers, clerical support, and program coordination, along with supporting materials and service

BOARD OF COUNTY COMMISSIONERS
 CLERK
 11-27 PM 2:18
 CLATSOP COUNTY
 OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason):

Increase CISS grant by \$187,129.

4. CONTINGENCY STATUS Increases General Fund contingency by \$8,556.

Originated by: <i>Tom Fronk</i>	Date: <i>10-26-92</i>	Department Director: <i>Billi Odegaard</i>	Date: <i>10/26/92</i>
Finance/Budget: <i>Ved Men + Fran</i>	Date: <i>10/26/92</i>	Employee Relations: <i>S Ayers</i>	Date: <i>10-26-92</i>
Board Approval: <i>Cecilia A. Peterson</i>	Date: <i>11-5-92</i>		

Sent Original to Kathy Jones 11-5-92

EXPENDITURE TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	OBJECT CODE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0761	5100			102,155		Permanent
		156	015	0761	5500			27,704		Fringe
		156	015	0761	5550			16,935		Insurance
									146,794	SUBTOTAL PERSONNEL
		156	015	0761	6120			2,411		Printing
		156	015	0761	6170			4,200		Space Rental
		156	015	0761	6230			6,157		Supplies
		156	015	0761	6310			2,069		Staff Training
		156	015	0761	6330			2,992		Conference
		156	015	0761	7100			17,197		Indirect
		156	015	0761	7150			900		Telephones
		156	015	0761	7200			2,909		Data Processing
									38,835	SUBTOTAL, MATERIALS AND SVCS
		156	015	0761	8400			1,500	1,500	Equipment
									187,129	TOTAL FAMILY SVC CENTER
		156	015	0895	5100			6,003		Permanent
		156	015	0895	5500			1,628		Fringe
		156	015	0895	5550			1,010		Insurance
									8,641	SUBTOTAL PERSONNEL
		156	015	0895	7100			882	882	Indirect
									9,523	TOTAL BUSINESS SVCS
		100	015	0103	7608			9,523	9,523	Cash Transfer
		301	030					2,909	2,909	Data Processing
		100	050	9120	7700			8,556	8,556	Contingency
		400						17,945	17,945	Insurance
		165	030					900	900	Telephones
TOTAL EXPENDITURE CHANGE								236,485		

REVENUE TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FISCAL YEAR _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORG	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	INCREASE (DECREASE)	SUBTOTAL	DESCRIPTION
		156	015	0700	2062			187,129		CISS Grant
		400			6602			17,945		Svc Reimb from F/S
		165	030		6602			900		Svc Reimb from F/S
		301	030		6602			2,909		Svc Reimb from F/S
		100	045	7410	6602			18,079		Svc Reimb from F/S
		156	015	0895	7601			9,523		Cash Tranfer from General Fund
TOTAL REVENUE CHANGE								236,485		

PERSONNEL DETAIL FOR BUDGET MODIFICATION MCHD 10

5. ANNUALIZED PERSONNEL CHANGES		Compute on a full year basis even though this action affects part of the fiscal year.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
<u>FAMILY SERVICE CENTER</u>					
1.00	Lead Community Health Nurse	35,622	9,612	5,878	51,112
1.00	Community Health Nurse	33,926	9,253	5,657	48,836
1.00	Community Health Nurse	33,926	9,253	5,657	48,836
1.00	Health Information Spec 2	23,602	6,438	3,936	33,976
1.00	Health Information Spec 2	23,602	6,438	3,936	33,976
0.50	Office Assistant 2	9,005	2,394	1,459	12,858
0.20	Health Services Administrator	8,135	2,206	1,349	11,690
<u>BUSINESS SERVICES</u>					
0.50	Office Assistant 2	9,005	2,394	1,485	12,884
6.20	TOTAL CHANGE (ANNUALIZED)	176,823	47,988	29,357	254,168

6. CURRENT YEAR PERSONNEL CHANGES		Calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts changed on the budget modification.			
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
<u>FAMILY SERVICE CENTER</u>					
0.67	Lead Community Health Nurse	23,748	6,440	3,938	34,126
0.58	Community Health Nurse	19,790	5,367	3,281	28,438
0.58	Community Health Nurse	19,790	5,367	3,281	28,438
0.58	Health Information Spec 2	13,768	3,734	2,283	19,785
0.58	Health Information Spec 2	13,768	3,734	2,283	19,785
0.34	Office Assistant 2	6,003	1,628	992	8,623
0.13	Health Services Administrator	5,288	1,434	877	7,599
<u>BUSINESS SERVICES</u>					
0.34	Office Assistant 2	6,003	1,628	1,010	8,641
3.46	TOTAL CURRENT YEAR CHANGE	108,158	29,332	17,945	155,435

1. DATE (Mo./Day/Yr.) 09/28/92

2. FEDERAL CATALOG NO. 93.110

3. SEDES AWARD NOTICE dated N/A

4. Except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.

GRANT NO. MCJ-41K015-01-0

5. ADMINISTRATIVE CODES MCJ-99

Formerly: CS-92-125

PROJECT PERIOD
From 10/01/92 Through 09/30/96

BUDGET PERIOD
From 10/01/92 Through 09/30/93

DEPARTMENT OF HEALTH AND HUMAN SERVICES
PUBLIC HEALTH SERVICE
HEALTH RESOURCES AND SERVICES ADMINISTRATION
MATERNAL AND CHILD HEALTH BUREAU
Rockville, Maryland 20857

NOTICE OF GRANT AWARD

MCH IMPROVEMENT PROJECT (CISS)

AUTHORIZATION (Legislation/Regulation)
SSA, TITLE V, SECTION 502(a)(1), 42USC702,
P.L. 97-35

TITLE OF PROJECT (OR PROGRAM) (Limit to 53 spaces)
DEVELOPMENT OF A CISS FOR WOMEN & CHILDREN

GRANTEE NAME AND ADDRESS
MULTNOMAH COUNTY HEALTH DEPARTMENT
426 SOUTHWEST STARK, 8TH FLOOR
PORTLAND, OR 97204
OR 97204

10. DIRECTOR OF PROJECT (PROGRAM OR CENTER DIRECTOR, COORDINATOR OR PRINCIPAL INVESTIGATOR)
BILLI ODEGAARD
MULTNOMAH COUNTY HEALTH DEPT.
PORTLAND, OR 97204

APPROVED BUDGET (Excludes PHS Direct Assistance)

Grant Funds Only
 Total project costs including grant funds and all other financial participation

a. Personal Service	\$ 138853
b. Fringe Benefits	60726
c. Consultants	4013
d. Travel	1500
e. Equipment	7050
f. Supplies	
g. Contractual	
h. Patient Care	
i. Construction (A & R)	
j. Trainee Costs	
k. Other	17237
l. TOTAL DIRECT COSTS	\$ 229379
m. Indirect Costs (Rate 10.21 % of S&W / TADCI)	227879
n. TOTAL APPROVED BUDGET	\$ 252645
o. Federal Share	\$ 252645
p. Non-Federal Share *	\$

* Must meet all matching or cost participation requirements. Subject to adjustment in accordance with PHS policy.

12. AWARD COMPUTATION FOR GRANT

a. Amount of PHS Financial Assistance (from 11.o)	\$ 252645
b. Less Unobligated Balance From Prior Budget Periods	\$
c. Less Cumulative Prior Award(s) This Budget Period	\$
d. AMOUNT OF THIS ACTION	\$ 252645

13. RECOMMENDED FUTURE SUPPORT (SUBJECT TO THE AVAILABILITY OF FUNDS AND SATISFACTORY PROGRESS OF THE PROJECT):

BUDGET YEAR	TOTAL COSTS	BUDGET YEAR	TOTAL COSTS
a. 02	312954	e.	
b. 03	328601	f.	
c. 04	348317	g.	
d.			

14. APPROVED DIRECT ASSISTANCE BUDGET (IN LIEU OF CASH):

a. Personal Service	\$
b. Travel	
c. Vaccine	
d. Other	
e. TOTAL DIRECT ASSISTANCE	\$

PROGRAM INCOME SUBJECT TO 45 CFR 74.45, SHALL BE:

a. Used to further the objectives of the legislation under which the grant was made.

b. Deducted from total project costs for the purpose of determining the net costs on which the Federal share of costs shall be based.

c. Other—See Special Conditions

d. N/A

15. THIS GRANT IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:

a. The grant program legislation cited above.

b. The grant program regulation cited above.

c. This award notice including terms and conditions, if any, noted below under Remarks.

d. PHS Grants Administration Manual Chapters in effect as of the beginning date of the budget period.

e. PHS Grants Policy Statement in effect as of the beginning date of the budget period.

f. 45 CFR Part 74., or 45 CFR Part 92.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

MARKS: (Other Terms and Conditions Attached: Yes No)

AGENCY OFFICIAL: John D. Gallicchio, Grants Management Officer

LIST NO. MCSS-92 03

OBJ. CLASS. 41.51

18. CRS - DN 1-936002309-32

19. ORGANIZATION DESCRIPTORS: TYPE 1

FY-CAN	DOCUMENT NO.	SECONDARY ADM. CODE	AMT. ACTION FW. ASST.	AMT. ACTION DIR. ASST.
a. 2-3892050	b. MCJ41K015A	c. MCH-93	d. 252645	e.
a.	b.	c.	d.	e.
a.	b.	c.	d.	e.



MULTNOMAH COUNTY OREGON



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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Bill Odegaard, Director
Health Department

FROM: Thomas Fronk Tom
Health Department

DATE: October 26, 1992

SUBJECT: Recommendation to Approve a Modification to the
Health Department Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification MCHD 10, increasing appropriations to reflect the receipt of a grant from the Federal Maternal Child Health Program.

ANALYSIS AND BACKGROUND: The Public Health Service has awarded the Health Department a grant from the Maternal Child Health Bureau for the development of a Community Integrated Service System (CISS) for women and children. Specifically, the project as funded is designed to reduce infant mortality and improve the health of mothers and children through selected strategies of home visiting and service integration projects. The project as funded will involve home visit, well child, WIC, and immunization services. Services would be localized in the Brentwood-Darlington area, and would be Parent Child Development Center based. The grant funds a community nursing and family health outreach component to supplement the existing services provided by Portland IMPACT in that neighborhood.

This budget modification increases appropriations based on the Department's estimate of how much of this grant could be expended this County Fiscal Year. It also increases the Contingency Account and clerical support in departmental administration, as the funder fully pays Indirect Cost Recovery.