

ANNOTATED MINUTES

Thursday, April 18, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Vice-Chair Dan Saltzman convened the meeting at 9:30 a.m., with Commissioners Sharron Kelley and Gary Hansen present, and Commissioner Tanya Collier and Chair Beverly Stein excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-6) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 Ratification of Amendment 1 to Intergovernmental Revenue Agreement 104586 with the Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER Authorizing Execution of Contract 15808 for the Sale of Tax Foreclosed Real Property to Thomas D. Walsh

ORDER 96-64.

- C-3 ORDER Authorizing Execution of Deed D961299 Upon Complete Performance of a Contract to Richard Norris

ORDER 96-65.

- C-4 ORDER Authorizing Execution of Deed D961300 for Repurchase of Tax Acquired Property to Former Owner S.C.S. Company

ORDER 96-66.

C-5 ORDER Authorizing Execution of Deed D961327 Upon Complete Performance of a Contract to John R. Paris

ORDER 96-67.

C-6 Ratification of Amendment 1 to Intergovernmental Agreement 301095 with Tri-Met for Bus Shelters and Bike Racks in East Multnomah County

REGULAR AGENDA

PUBLIC COMMENT

R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

THOMAS BUCHHOLZ COMMENTS IN OPPOSITION TO ANIMAL CONTROL POLICY CONCERNING EMERGENCY ANIMAL RESCUE.

DISTRICT ATTORNEY'S OFFICE

R-2 Budget Modification DA 6 Appropriating \$148,599 Carryover Forfeiture Funds from 1994/95 to 1995/96 to Offset Expenditures for Phase III of the Courthouse Renovation and Remodel Project

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. TOM SIMPSON EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-3 Second Reading and Adoption of an ORDINANCE Making Procedural Changes in the Bylaws of the Metropolitan Human Rights Commission

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF SECOND READING AND ADOPTION. VICE-CHAIR SALTZMAN EXPLANATION. NO ONE WISHED TO TESTIFY. ORDINANCE 851 UNANIMOUSLY APPROVED.

R-4 RESOLUTION Endorsing the City of Gresham Tax Base for Public Safety

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4 COMMISSIONER KELLEY READ RESOLUTION. RESOLUTION 96-68 UNANIMOUSLY APPROVED.

DEPARTMENT OF JUVENILE JUSTICE SERVICES

R-5 Budget Modification DJJS 8 Decreasing Budget by \$205,720 in Casey Foundation Grant Revenues to Reflect Current Expense and Revised Budgeting for the Detention Reform Initiative

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. VICE-CHAIR SALTZMAN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-6 Budget Modification DJJS 9 Increasing Budget by \$8,000 from Portland Parks and Recreation Revenue to the Project Payback Program

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. VICE-CHAIR SALTZMAN EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-7 ORDER Authorizing Execution of an Intergovernmental Agreement for the Sublease of Office Space from the City of Gresham for Use by the Multnomah County Aging Services Department

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-7. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER KELLEY COMMENTS. ORDER 96-69 UNANIMOUSLY APPROVED.

R-8 Ratification of Intergovernmental Agreement 301396 with Oregon Department of Transportation for Local Assistance Grant to Build a Bikeway and Walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. KAREN SCHILLING EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

R-9 Notice of Intent to Respond to a Request for Proposals from Ryan White Title IV Grant Funds for Coordinated HIV Services and Access to Research for Children, Youth, Women and Families

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-9. VICE-CHAIR SALTZMAN EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 9:44 a.m.

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



Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK
SUITE 1510, PORTLAND BUILDING
1120 SW FIFTH AVENUE
PORTLAND, OREGON 97204
CLERK'S OFFICE • 248-3277 • 248-5222
FAX • (503) 248-5262

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 15, 1996 - APRIL 19, 1996

Thursday, April 18, 1996 - 9:30 AM - Regular Meeting.....Page 2

1996-97 Multnomah County Budget Hearing Schedule.....Page 4

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

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.

AN EQUAL OPPORTUNITY EMPLOYER

Thursday, April 18, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-1 *Ratification of Amendment 1 to Intergovernmental Revenue Agreement 104586 with the Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 *ORDER Authorizing Execution of Contract 15808 for the Sale of Tax Foreclosed Real Property to Thomas D. Walsh*
- C-3 *ORDER Authorizing Execution of Deed D961299 Upon Complete Performance of a Contract to Richard Norris*
- C-4 *ORDER Authorizing Execution of Deed D961300 for Repurchase of Tax Acquired Property to Former Owner S.C.S. Company*
- C-5 *ORDER Authorizing Execution of Deed D961327 Upon Complete Performance of a Contract to John R. Paris*
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- R-1 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

DISTRICT ATTORNEY'S OFFICE

- R-2 *Budget Modification DA 6 Appropriating \$148,599 Carryover Forfeiture Funds from 1994/95 to 1995/96 to Offset Expenditures for Phase III of the Courthouse Renovation and Remodel Project*

NON-DEPARTMENTAL

- R-3 *Second Reading and Adoption of an ORDINANCE Making Procedural Changes in the Bylaws of the Metropolitan Human Rights Commission*
- R-4 *RESOLUTION Endorsing the City of Gresham Tax Base for Public Safety*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

- R-5 *Budget Modification DJJS 8 Decreasing Budget by \$205,720 in Casey Foundation Grant Revenues to Reflect Current Expense and Revised Budgeting for the Detention Reform Initiative*
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DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-7 *ORDER Authorizing Execution of an Intergovernmental Agreement for the Sublease of Office Space from the City of Gresham for Use by the Multnomah County Aging Services Department*
- R-8 *Ratification of Intergovernmental Agreement 301396 with Oregon Department of Transportation for Local Assistance Grant to Build a Bikeway and Walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor*

DEPARTMENT OF HEALTH

- R-9 *Notice of Intent to Respond to a Request for Proposals from Ryan White Title IV Grant Funds for Coordinated HIV Services and Access to Research for Children, Youth, Women and Families*

1996-97 BUDGET HEARING SCHEDULE
BEFORE THE
MULTNOMAH COUNTY BOARD OF
COMMISSIONERS

APRIL 30	TUESDAY	9:30 AM	BUDGET REVENUES AND OVERVIEW
MAY 2	THURSDAY	9:30 AM	EXECUTIVE BUDGET MESSAGE
7	TUESDAY	1:30 PM	COMMUNITY & FAMILY SERVICES
8	WEDNESDAY	9:30 AM	HEALTH DEPARTMENT
14	TUESDAY	1:30 PM	AGING SERVICES DEPARTMENT
15	WEDNESDAY	9:30 AM	ENVIRONMENTAL SERVICES
21	TUESDAY	1:30 PM	JUVENILE JUSTICE SERVICES
22	WEDNESDAY	9:30 AM	COMMUNITY CORRECTIONS
22	WEDNESDAY	2:00 PM	DEPARTMENT OF LIBRARY SERVICES
23	THURSDAY	1:30 PM	SHERIFF'S OFFICE
JUNE 4	TUESDAY	1:30 PM	DEPARTMENT OF SUPPORT SERVICES
5	WEDNESDAY	9:30 AM	DISTRICT ATTORNEY'S OFFICE
5	WEDNESDAY	1:30 PM	NON-DEPARTMENTAL
6	THURSDAY	11:00 AM	TSCC BUDGET HEARING
6	THURSDAY	7:00 PM	HEARING @ COUNTY COURTHOUSE
11	TUESDAY	2:00 PM	OPEN
12	WEDNESDAY	9:30 AM	OPEN - IF NEEDED
12	WEDNESDAY	1:30 PM	OPEN - IF NEEDED
12	WEDNESDAY	7:00 PM	HEARING @ GRESHAM CITY HALL
13	THURSDAY	9:30 AM	HEARING/ADOPT BUDGET

The Board welcomes this opportunity for you to provide input in the County budget process. Public comment will be limited to three minutes per person. All hearings will be held in room 602 of the Multnomah County Courthouse, 1021 SW Fourth Avenue, Portland, with the exception of the 7:00 pm, Wednesday, June 12, 1996 hearing which will be held in the Gresham City Council Chambers, 1333 NW Eastman Parkway, Gresham (the single story Public Safety and Schools building). Questions? Call Deb or Aimee in the Office of the Board Clerk, (503) 248-3277.



Beverly Stein, Multnomah County Chair

Room 1515, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Phone: (503) 248-3308
FAX: (503) 248-3093
E-Mail: MultChair@aol.com

M E M O R A N D U M

TO: Commissioner Sharron Kelley
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Dan Saltzman
Office of the Board Clerk

FROM:  Lynn Martin

DATE: March 13, 1996

RE: Beverly's Absence from Board Meetings

Beverly will be out of town in Minneapolis Minnesota speaking at the Citizens League program on metropolitan government on Tuesday April 16 and Thursday April 18 and unable to attend the Board meetings scheduled during this time.

cc: Chair's Staff

BOARD OF
COUNTY COMMISSIONERS
96 MAR 13 PM 3:38
MULTNOMAH COUNTY
OREGON



TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

MEMORANDUM

TO: Office of the Board Clerk
Board of County Commissioners

FROM: Michele Fuchs, Commissioner Collier's Office

DATE: March 14, 1996

SUBJECT: Absence from April 18, 1996 BCC Regular Meeting

Commissioner Collier will be absent from the April 18th regular meeting due to a scheduled event with Marshall High School.

BOARD OF
COUNTY COMMISSIONERS
96 MAR 14 PM 4:51
MULTNOMAH COUNTY
OREGON

MEETING DATE: APR 18 1996

AGENDA NO: C-1

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Childrens Mental Health Capitation Revenue Agreement

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: April 18, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/Judy Robison

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Judy Robison

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Ammdment 1 to Intergovernmental Revenue Agreement 104586 from Oregon Mental Health and Developmental Disability Services Division, Funding Mental Health Services on a Capitated Basis for Medicaid Eligible Children

4/19/96 ORIGINALS to BOB DONOHUE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe 

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR -9 AM 8:50

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204
PHONE (503) 248-3691
FAX (503) 248-3379
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director 
Department of Community and Family Services

DATE: April 8, 1996

SUBJECT: Amendment to Revenue Agreement for Children's Mental Health Capitation Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the amendment to the revenue agreement from the Oregon Mental Health and Developmental Disability Services Division, for the period April 30, 1996 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the previously executed intergovernmental revenue agreement funding children's mental health services on a capitation basis. This agreement transfers Medicaid funding to the County and provides for joint risk sharing. The amendment adjusts capitation rates, includes psychiatrist fees in inpatient settings in the capitated rates, makes adjustments in enrollment procedures, and clarifies when and how fee-for-service billings to the State Office of Medical Assistance Programs may be made.

III. Financial Impact: The revenue agreement is a requirements contract. Dollars will come to the County on a capitated rate basis per eligible child enrolled in the services. Rates vary according to the type of person to be served.

This amendment changes capitation rates and fee-for-service billing procedures and does not necessitate a budget modification.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This agreement and the amendment address the County benchmark to increase access to mental health services.

VII. Citizen Participation: N/A

VIII. Other Government Participation: This agreement reflects a mutual sharing of risk by the County and State.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104586

Prior-Approved Contract Boilerplate: Attached; XXX Not Attached

Amendment # 1

<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 type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>4/18/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: April 8, 1996

Administrative Contact: Bob Donough

Phone: 248-3691 ext 4837

Bldg/Room 166/7th

Description of Contract:

Amendment 1 to Childrens Mental Health Capitation Agreement

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name : Oregon Mental Health & Developmental Disability Services Division</p> <p>Mailing Address: 2575 Bittern St, N.E. Salem, OR 97310-0520</p> <p>Phone: (503)</p> <p>Employer ID# or SS#: 93-0576060</p> <p>Effective Date: April 30, 1996</p> <p>Termination Date: June 30, 1997</p> <p>Original Contract Amount: \$ Requirements</p> <p>Total Amt of Previous Amendments: \$</p> <p>Amount of Amendment: \$ Requirements</p> <p>Total Amount of Agreement: \$ Requirements</p>	<p>Remittance Address (if different) _____</p> <table style="width:100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u></td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input type="checkbox"/> Other \$ _____</td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input checked="" type="checkbox"/> Monthly \$ <u>Per Eligible Client</u>	<input type="checkbox"/> Net 30	<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
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<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES: [Signature] Loligo Pae [Signature] Date: 4/18/96

Purchasing Director: _____ Date: _____

(Class II Contracts Only) County Counsel: [Signature] Date: 4/18/96

County Chair/Sheriff: [Signature] Dan Saltzman, Vice-Chair Date: 4/18/96

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
	395	010	1300			2603			Title XIX	Req'ts	

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

**Amendment To
MHO Agreement
MHDDSD Contract #26101**

1. This Agreement is between the State of Oregon, acting by and through its Department of Human Resources, Mental Health and Developmental Disability Services Division, hereafter called Division, and

Multnomah County

hereafter called County.

2. This is Amendment No. 1 to original Agreement number 26101 and shall become effective on April 30, 1996 or the date at which every party has signed this amendment, whichever date is later. Amended text shall be shown with new information added being underlined and old information deleted in [brackets]. Text replaced in its entirety shall reflect new replacement text only.
3. Part IV, Statement of Work, Section A, Benefit Package, Subsection 1, Capitated Services, shall be amended as follows:

County shall provide medically necessary and appropriate mental health services covered under the capitation payment for Medicaid eligible children and adolescents under the age of 21 who live in Multnomah County. Mental health services covered under the capitation payment shall include: evaluation, consultation, medication management, individual, family and group therapy, intensive daily structure and support, 24-hour urgent and emergency response, acute inpatient psychiatric care, and case management. County may use flexible service approaches, nontraditional treatment strategies and intervention strategies to achieve positive outcomes, quality care and service, and cost effectiveness in service delivery and shall document such approaches and strategies in the MHO enrollee's clinical record. As of the effective date of Amendment 1, County shall also cover professional fees of psychiatrists providing services to MHO enrollees in an acute inpatient hospital care setting.

4. Part IV, Statement of Work, Section A, Benefit Package, Subsection 3, Provision of Acute Inpatient Psychiatric Care, shall be amended as follows:
 - e. If the CCC determines that admission to the Child and Adolescent Treatment Services (CATS) program of the state hospital is necessary and the CATS liaison is in agreement, the transfer to CATS shall be made within ten working days following the determination. County shall [cover the costs of] arrange for transporting the MHO enrollee to CATS and shall continue to provide case management/care coordination until the MHO enrollee is transferred.

5. Part IV, Statement of Work, Section H, Enrollment/Disenrollment, Subsection 1, shall be amended as follows:

Enrollment is the process by which DHR assigns to the County those individuals who have been determined to be eligible for services under the Oregon Mental Health Services Waiver. DHR shall automatically enroll all persons eligible under the waiver unless exempted from enrollment by DHR pursuant to OAR 410-141-060, Oregon Health Plan Managed Care Enrollment Requirements. DHR has no obligation to enroll with County any individual who is not automatically enrolled with County. DHR shall make a reasonable effort to automatically enroll such individuals. County shall accept, without restriction, all eligible individuals enrolled by DHR.

6. Part VI, Payment Procedures, Section A, Compensation, shall be amended as follows:

Division through OMAP shall pay County a monthly capitation payment for each MHO enrollee, beginning with the date of enrollment and ending with the date of disenrollment. Division shall only pay County a monthly capitation payment for individuals who are enrolled with County during the month as enrollment is reflected in OMAP's records. The date of enrollment will occur on the first day of a month and the date of disenrollment will occur on the last day of a month to eliminate the need for a prorated capitation payment, wherever possible.

From the date the first capitation payment is made under this Agreement through **[September 30, 1996]** the effective date of Amendment 1, Division through OMAP shall pay County the following capitation payment:

- | | | |
|----|----------|-------------------------------------------------------------|
| 1. | \$9.04 | for Oregon Health Plan Eligibles |
| 2. | \$3.94 | for Poverty Level Medical Adults |
| 3. | \$3.37 | for Poverty Level Medical Children |
| 4. | \$99.44 | for General Assistance Recipients |
| 5. | \$70.39 | for Aid to the Blind/Disabled with Medicare |
| 6. | \$92.34 | for Aid to the Blind/Disabled without Medicare |
| 7. | \$148.87 | for Children of Office of Services to Children and Families |

These figures include a 6% administrative payment.

Beginning May 1, 1996, Division through OMAP shall pay County the following capitation payment:

1. \$9.13 for Oregon Health Plan Eligibles
2. \$4.01 for Poverty Level Medical Adults
3. \$3.37 for Poverty Level Medical Children
4. \$99.90 for General Assistance Recipients
5. \$70.60 for Aid to the Blind/Disabled with Medicare
6. \$93.73 for Aid to the Blind/Disabled without Medicare
7. \$149.22 for Children of Office of Services to Children and Families

These figures include a 6% administrative payment. As of the effective date of Amendment 1, services of psychiatrists rendered to MHO enrollees in an acute inpatient hospital care setting shall be considered capitated services.

Beginning October 1, 1996, Division through OMAP shall pay County the following capitation payment:

1. \$9.59 [~~\$9.49~~] for Oregon Health Plan Eligibles
2. \$4.23 [~~\$4.16~~] for Poverty Level Medical Adults
3. \$3.56 [~~\$3.56~~] for Poverty Level Medical Children
4. \$105.50 [~~\$105.01~~] for General Assistance Recipients
5. \$74.55 [~~\$74.33~~] for Aid to the Blind/Disabled with Medicare
6. \$98.98 [~~\$97.51~~] for Aid to the Blind/Disabled without Medicare
7. \$157.57 [~~\$157.20~~] for Children of Office of Services to Children and Families

These figures include a 6% administrative payment.

In addition to capitation payments made to County by Division through OMAP, Division shall make monthly payments of \$23,342 to County for each month of operation during the period of the effective date of this Agreement through June 30, 1996.

7. Part I, Section 5, Consideration, Subsection D, Timing of Payments, shall be amended as follows:

Division through OMAP shall make capitation payments to County by the tenth day of the month to which such payments are applicable. Such payment shall be accompanied by a remittance advice. Division through OMAP shall also send County an enrollment listing by the fifth of the month. If County believes that there are any errors in the remittance advice or enrollment listing, County shall notify Division[**through OMAP by submitting an adjustment request**]. Except for newborns, notwithstanding any errors in the remittance advice or enrollment listing, Division shall not make retroactive capitation payments to County for individuals not appearing on County's monthly enrollment listing.

Division through OMAP shall make retroactive capitation payments to County for newborns. [**and any MHO enrollee erroneously omitted from the enrollment listing. Such payments shall be made to County by the tenth day of the month after OMAP processes the error.**]

All fee-for-service claims must be billed by County, its subcontractor, or its participating providers directly in accordance with OAR 410-141-420, Billing and Payment Under the Oregon Health Plan. Billing providers must be enrolled with OMAP in order to receive payment. County shall not submit to Division through OMAP any fee-for-service claims for any capitated services provided to MHO enrollees.

County may submit fee-for-service claims for covered services provided to an MHO enrollee that are not capitated services, or for any health care or services provided to OMAP Recipients who are not enrolled with County or with another Contractor when such services are provided. Billing and payment of all fee-for-service claims shall be pursuant to and under OMAP and Division rules.

8. Exhibit E, Report E5, Risk Sharing Arrangement Calculation Worksheet, shall be amended as follows:

E5: Risk Sharing Arrangement Calculation Worksheet

County: _____ Report Month of: _____

Purpose: Provide claims experience data for the period of April 1, 1996 through June 30, 1997.

Procedure Code	FFS Rate	Provider Type	Unit Size	Total UNITS of Service Paid To-Date	Total DOLLARS Paid To-Date for Each Procedure
BA 008	27.69	Any	15		
BA 009	18.76	Any	15		
BA 010	4.76	Any	15		
BA 011	18.76	Any	15		
BA 013	18.76	Any	15		
BA 015	6.25	Any	15		
BA 016	6.25	Any	15		
BA 017	18.76	Any	15		
BA 021	4.76	Any	15		
BA 023	6.63	Any	15		
BA 024	13.26	Any	15		
BA 025	27.69	Any	15		
BA 026	27.69	Any	15		
BA 040	6.44	Any	15		
BA 045	7.50	Any	15		
BA 046	[19.59] 13.87	Any	15		
BA 108	27.69	Any	15		
BA 109	18.76	Any	15		
BA 110	18.76	Any	15		
BA 111	18.76	Any	15		
BA 112	18.76	Any	15		
BA 113	18.76	Any	15		
BA 114	18.76	Any	15		
BA 115	6.25	Any	15		

Procedure Code	FFS Rate	Provider Type	Unit Size	Total UNITS of Service Paid To-Date	Total DOLLARS Paid To-Date for Each Procedure
BA 116	6.25	Any	15		
BA 117	18.76	Any	15		
BA 118	18.76	Any	15		
BA 119	18.76	Any	15		
BA 120	6.63	Any	15		
BA 121	4.76	Any	15		
BA 122	13.26	Any	15		
BA 125	27.69	Any	15		
BA 126	27.69	Any	15		
BA 140	6.44	Any	15		
BA 146	[19.59] 13.87	Any	15		
Case Mgmt	13.87	Any	15		
Inpatient	[675] 752.00	Any	24		
Total Paid To Date					\$
Total Unpaid Claims Incurred During the Current or Previous Months					\$
Total Risk Paid or Incurred To Date					\$

Instructions:

1. Enter the total units of services paid to-date (from start of contract period through current reporting month) for each BA code in the column labeled "Total Units of Service Paid To-Date".
2. Multiply the units of services paid to-date by the FFS rate for each BA code and enter the amount in the column labeled "Total Dollars Paid To-Date for Each Procedure".
3. Total the figures recorded in the "Total Dollars Paid To Date for Each Procedure" column and enter the sum in the cell labeled "Total Paid To Date".
4. Enter the total claims incurred during the current month but not paid in the cell labeled "Total Unpaid Claims Incurred During the Current or Previous Months". It is permissible to use utilization projections based on authorizations.
5. Add the figure recorded in the cell labeled "Total Paid To Date" to the figure recorded in the cell labeled "Total Unpaid Claims Incurred During the Current or

Previous Months" and enter the sum in the cell labeled "Total Risk Paid or Incurred To Date."

9. It is understood and agreed that all other terms and conditions of the original Agreement are still in effect.
10. By execution of this Amendment, I, an authorized official of Contractor, certify, under penalty of perjury as provided in ORS 305.385(6), that to the best of my knowledge:
 - (a) Contractor is not in violation of any of the tax laws described in ORS 305.380(4);
 - (b) The tax identification number recorded with the original Agreement is the correct Contractor taxpayer identification number; and
 - (c) Contractor is not subject to backup withholding because: (1) Contractor is exempt from backup withholding; (2) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of failure to report all interest or dividends; or (3) the IRS has notified Contractor that Contractor is no longer subject to backup withholding.

11. Signatures

CONTRACTOR
Multnomah County

STATE OF OREGON
Mental Health and Developmental
Disability Services Division
2575 Bittern Street N.E.
Salem, OR 97310-0520

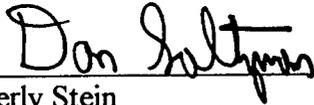


Lorenzo T. Poe, Jr.
Director of Dept. of Community and
Family Services

Date: April 8, 1996

Barry S. Kast, M.S.W.
Administrator

Date: _____



for Beverly Stein
Chair of Multnomah County Board of
Commissioners

Date: April 18, 1996



Division Contract Officer

Date: _____

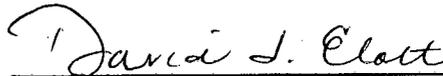
Reviewed By:

Approved as to Legal Sufficiency:



Katie Gaetjens
Multnomah County Counsel

Date: 4/8/96



David J. Elott
Assistant Attorney General

Date: 3-29-96

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-1 DATE 4/18/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: APR 18 1996

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase Contract to Auction Purchaser

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

Request approval of Purchase Contract #15808 to Auction purchaser, THOMAS D. WALSH.

Contract #15808 and Board Order attached.

4/19/96 original Contract & copies to Tax Title

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

[Handwritten signatures]

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR -4 PM 3:07

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Authorizing Execution of Contract)
15808 for the Sale of Certain Tax) ORDER
Acquired Real Property to Thomas) 96-64
D. Walsh)

WHEREAS, Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as provided by law, offered said property at public sale, and did receive from THOMAS D. WALSH a bid for the sum of \$40,600.00 which said sum was the highest and best bid for said property; said bidder offering to pay not less than \$5,100.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid; and

WHEREAS, the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered by Multnomah County; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners enters into a contract with THOMAS D. WALSH for the sale of the following described real property:

LOT 44-47, BLOCK 43 PENINSULAR ADD 4, a recorded subdivision in the County of Multnomah, State of Oregon:

for the sum of \$40,600.00, payable as follows: \$5,100.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$1,145.59 each, over a term of 36. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-4 and 22, or any "nuisance" as defined in

ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or purchasers' interest therein to forfeiture or the risk of forfeiture.

DATED this 18th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Don Saltzman
for Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Matthew O. Ryan
Matthew O. Ryan, Assistant Counsel

CONTRACT 15808

THIS AGREEMENT, made this 18th day of April, 1996 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and THOMAS D. WALSH hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

LOT 44-47, BLOCK 43 PENINSULAR ADD 4, a recorded subdivision in Multnomah County, State of Oregon.

A. Purchase Price.

Purchaser agrees to pay the sum of \$40,600.00, to be paid \$5,100.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$1,145.59 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on May 15, 1996 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

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

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

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

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a. and C7b. shall survive any termination or cancellation of this agreement for any reason.

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

D. Default

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

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

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

THOMAS D. WALSH, 4620 NE 7TH, PORTLAND OR 97211

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

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

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

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Don Galpin
for Beverly Stein, Chair

By Th. D. Walsh
THOMAS D. WALSH



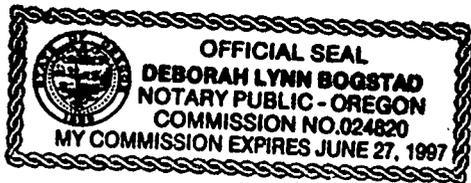
REVIEWED:
By Laurence Kressel
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:
By Janice M. Druian
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: APR 18 1996

AGENDA NO: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser for completion of Contract #15740 (Property purchased at auction).

Deed D961299 and Board Order attached.

4/19/96 ORIGINAL Deed & Copies to Tax Title

BOARD OF
COUNTY COMMISSIONERS
96 APR -4 PM 3:07
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: *James M. Don Lewis*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D961299 Upon Complete Performance of) ORDER
a Contract to) 96-65
)
)
RICHARD NORRIS)

It appearing that heretofore, on May 6, 1993, Multnomah County entered into a contract with RICHARD NORRIS for the sale of the real property hereinafter described; and

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

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

LOT 15, BLOCK 23, WOODLAWN, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 18th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Don Saltzman
for Beverly Stein, Chair

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

By *Matthew O. Ryan*
Matthew O. Ryan, Assistant Counsel

DEED D961299

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RICHARD NORRIS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 15, BLOCK 23, WOODLAWN, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,800.00.

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

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

RICHARD NORRIS, PO BOX 12087, PORTLAND OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 18th day of April, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


for Beverly Stein, Chair

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

By 
Matthew O. Ryan

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

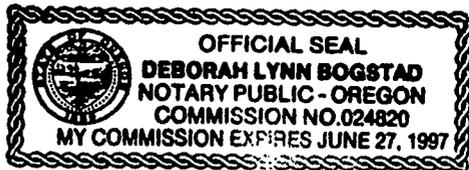
By 
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: APR 18 1996

AGENDA NO: C-4
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Request approval of Repurchase Deed to former owner, S.C.S. COMPANY.
Deed D961300 and Board Order attached.

4/19/96 ORIGINAL DEED & COPIES TO TAX TITLE

WARD OF
COUNTY COMMISSIONERS
96 APR - 9 AM 11: 11:9
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: *James W. Dr. Larry E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D961300 for Repurchase of) ORDER
Tax Acquired Property to Former) 96-66
Owner)
)
)
S.C.S. COMPANY)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that S.C.S. COMPANY is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$43,732.71 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

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

LOTS 8, 9, 10, and 11, BLOCK 11, LOVES ADD, a recorded subdivision in the County of Multnomah, State of Oregon.

Dated at Portland, Oregon this 18th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Don Johnson
for Beverly Stein, Chair

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

By *Matthew O. Ryan*
Matthew O. Ryan, Assistant Counsel

DEED D961300

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to S.C.S. COMPANY, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

LOTS 8, 9, 10, and 11, BLOCK 11, LOVES ADD, a recorded subdivision in the County of Multnomah, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$43,732.71.

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

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

S.C.S. COMPANY 17440 CROWNVIEW DR GLADSTONE OR 97027-1107

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 18th day of April, 1996, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Don Saltzman

for Beverly Stein, Chair

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

By *Matthew O. Ryan*
Matthew O. Ryan

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

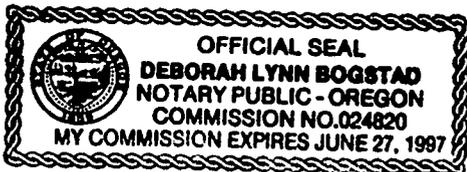
By *K. A. Tuneberg*
K. A. Tuneberg

After recording return to 166/300/Tax Title

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



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

MEETING DATE: APR 18 1996

AGENDA NO: C-5

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

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

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Request approval of deed to contract purchaser for completion of Contract #15481R (Property repurchased by former owner).

Deed D961327 and Board Order attached.

4/19/96 ORIGINAL DEED & COPIES TO TAX TITLE

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR -9 AM 11:19

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D961327 Upon Complete Performance of) ORDER
a Contract to) 96-67
)
JOHN R. PARIS)

It appearing that heretofore, on September 24, 1991, Multnomah County entered into a contract with JOHN R. PARIS for the sale of the real property hereinafter described; and

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

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

AS DESCRIBED ON ATTACHED EXHIBIT A, an unrecorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 18th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Don Saltzman

for Beverly Stein, Chair

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

By *Matthew O. Ryan*
Matthew O. Ryan, Assistant Counsel

EXHIBIT "A"

Section 23
T 1 N, R 1 E
R-94123-0040

A tract of land in Section 23, Township 1 North, Range 1 East, Multnomah County, State of Oregon described as follows:

Beginning at a point in the East line of NE 9th Ave, 112.5 feet North from the North line of NE Wygant Street; running thence North 45 feet; thence East and parallel with NE Wygant Street 100 feet more or less to the West line of Block 1, HIGHLAND SCHOOL HOUSE ADDITION; thence South along the West line of said Block 1, 45 feet; thence West 100 feet, more or less, to the place of beginning; and a strip of land 5 inches more or less in width by 17.5 feet long adjoining on the North, occupied by the North wall of garage as set forth in decree entered December 10, 1951 in Ward vs. Harsh 194089.

DEED D961327

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOHN R. PARIS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED ON ATTACHED EXHIBIT A, an unrecord subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$8,735.71.

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

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

JOHN R. PARIS, 4826 NE 9TH AVE, PORTLAND, OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 18th day of April, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Don Saltzman
for Beverly Stein, Chair

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

By Matthew O. Ryan
Matthew O. Ryan

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Tuneberg
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

EXHIBIT "A"

Section 23
T 1 N, R 1 E
R-94123-0040

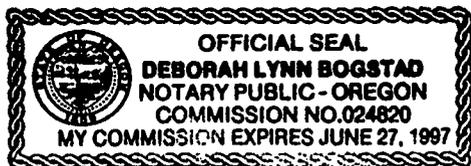
A tract of land in Section 23, Township 1 North, Range 1 East, Multnomah County, State of Oregon described as follows:

Beginning at a point in the East line of NE 9th Ave, 112.5 feet North from the North line of NE Wygant Street; running thence North 45 feet; thence East and parallel with NE Wygant Street 100 feet more or less to the West line of Block 1, HIGHLAND SCHOOL HOUSE ADDITION; thence South along the West line of said Block 1, 45 feet; thence West 100 feet, more or less, to the place of beginning; and a strip of land 5 inches more or less in width by 17.5 feet long adjoining on the North, occupied by the North wall of garage as set forth in decree entered December 10, 1951 in Ward vs. Harsh 194089.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 18th day of April, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Dan Saltzman, Vice-Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

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



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

MEETING DATE: APR 18 1996

AGENDA NO: C-6

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Bus Shelters and Bike Racks for East Multnomah County - Amended IGA

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 18, 1996

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transp. & Land Use

Planning

CONTACT: Karen Schilling TELEPHONE #: X 6998

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Approve Amendment No. 1 to IGA with Tri-Met for bus shelters and bike racks in East Multnomah County.

4/19/96 ORIGINALS to Cathryn Kramer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lois E. Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.PL

KSKK1166.RPT

96 APR -1 AM 11:15
MULTNOMAH COUNTY
BOARD OF
COUNTY COMMISSIONERS
OREGON

12/95



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, P. E., Director
Department of Environmental Services

Ed Pickering
Transportation Planning Administrator

TODAY'S DATE: March 25, 1996

REQUESTED PLACEMENT DATE: April 18, 1996

RE: Amendment No. 1 to Intergovernmental Agreement No. 301095
Bus Shelters and Bike Racks in East Multnomah County

I. Recommendation/Action Requested:

Approve Amendment No. 1 to Intergovernmental Agreement with Tri-Met for bus shelters and bike racks.

II. Background/Analysis:

Multnomah County and Tri-Met have entered into an agreement to install 25 bus shelters in East County and bike racks at Max stations in East County. The amendment changes the dates for the term of the agreement and changes the deadlines for installation and ridership counts, two and four years following installation.

III. Financial Impact:

There is no financial impact with this amendment or agreement. The Board previously (1994) approved an intergovernmental agreement with ODOT and Tri-Met that provided funding for this project (Contract No. 301694).

IV. Legal Issues:

There are no legal issues with this agreement.

V. Controversial Issues:

There are no controversial issues with this agreement.

VI. Link to Current County Policies:

This project will enhance transit services in East Multnomah County. Comprehensive Plan Policy 33C supports the provision of public transportation services.

VII. Citizen Participation:

The East Multnomah County Transportation Committee reviewed this agreement and assisted in selecting bus shelter sites. County staff solicited shelter site suggestions at several public meetings.

VIII. Other Government Participation:

Tri-Met staff worked with County staff on this project.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CGN-1)

Renewal []

Contract # 301095

Prior-Approved Contract Boilerplate: Attached X Not Attached

Amendment # 1

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement 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 over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-6</u> DATE <u>4/18/96</u></p> <p style="text-align: center;">DEB BOGSTAD</p> <p style="text-align: center;">BOARD CLERK</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Department: Environmental Services Division: Transportation and Land Use Planning Date: March 22, 1996

Contract Originator: Karen Schilling Phone: 248-5050 X6998 Bldg/Room: #425/Yeon

Administrative Contact: Cathey Kramer Phone: 248-5050 X2589 Bldg/Room: #425/Yeon

Description of Contract: Amendment to Intergovernmental Agreement with Tri-Met for installation of bus shelters at 25 East County sites and bike racks at East County Max stations. Shelters are funded through a Congestion Management/Air Quality Grant with the Oregon Dept. of Transportation, previously approved by the Board (Contract No. 301694).

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

ORS/AR # _____ (Check all boxes that apply) Contractor is MBE WBE QRF N/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Tri-Met</u></p> <p>Mailing Address: <u>4012 SE 17th Ave.</u> <u>Portland OR 97202</u></p> <p>Phone: <u>(503) 238-5852 (Chuck Beadle)</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon execution</u></p> <p>Termination Date: <u>June 30, 2001</u></p> <p>Original Contract Amount: \$ <u>0</u></p> <p>Total Amt of Previous Amendments: \$ <u>0</u></p> <p>Amount of Amendment: \$ <u>0</u></p> <p>Total Amount of Agreement: \$ <u>0</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p style="padding-left: 40px;">Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

REQUIRED SIGNATURES:

Department Manager: *Karen Schilling* Date: 3/27/96

Purchasing Manager: _____ Date: _____

County Counsel: *Don Saltzman* Date: 3-29-96

County Chair/Sheriff: _____ Date: April 18, 1996

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	154	030	6220								
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration xc: Initiator Finance
KSCK1164.FOR

**CONTRACT AMENDMENT NO. 1
to Intergovernmental Agreement between
Tri-Met and Multnomah County, Oregon**

Bus Shelter Placement Location

This is an amendment to Intergovernmental Agreement No. 301095/Tri-Met Agreement No. 95-09051, dated October 6, 1994, as follows:

Under RECITALS, Paragraph 2, amend to read:

WHEREAS, the County Board of commissioners ratified an Intergovernmental Agreement with Oregon Department of Transportation and Tri-Met to receive \$64,000 for bus shelters and bike racks, (Contract #301694) with commitment from Multnomah County to provide the 20 percent match (\$16,000);

Under 1. TERM, amend to read:

1. TERM

The term of this agreement shall be from September 1, 1994 through June 30, 2001 inclusive, unless terminated sooner under the provisions of this agreement.

Under 4. TRI-MET OBLIGATIONS, amend to read:

4. TRI-MET OBLIGATIONS

a. Tri-Met shall purchase shelters, construct necessary site improvements and install shelters at 25 locations identified by County staff no later than December 31, 1996.

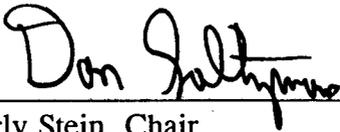
b. Tri-Met shall conduct ridership surveys of subject sites two years following installation of bus shelters and make the survey results available to the County. Tri-met shall notify County staff of shelter locations that do not meet or exceed 25 daily boardings. At such locations Tri-Met may relocate shelters to other locations along the MAX Light Rail corridor east of 82nd Ave., 90 days after notification to County.

c. Tri-Met shall conduct ridership surveys of subject sites four years after the installation of bus shelters and make the survey results available to the County. Tri-met shall notify County staff of shelter locations that do not meet or exceed 40 daily boardings. At such locations Tri-Met may relocate shelters to other locations along the MAX Light Rail corridor east of 82nd Ave, 90 days after notification to County.

All other terms and conditions of the referenced intergovernmental agreement, except as amended herein, shall remain in full force and effect.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON



for Beverly Stein, Chair

Tom Walsh, General Manager

Date: April 18, 1996

Date: _____

REVIEWED:

APPROVED AS TO LEGAL SUFFICIENCY:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By _____
Assistant General Counsel

By 
Assistant County Counsel

KSVH1893A **APPROVED MULTNOMAH COUNTY**
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 4/18/96
DEB BOGSTAD
BOARD CLERK

#1

806

5th St.
Oregon City
97045

MAILING ADDRESS FOR WEEKLY AGENDAS

PLEASE PRINT LEGIBLY!

MEETING DATE 4-19-96

NAME

Thomas Buchholz "Buckholz"

ADDRESS

109 10th St.

STREET

Oregon City Ore 97045

CITY

ZIP

R-1

I WISH TO SPEAK ON AGENDA ITEM NO. Wisdom

SUPPORT _____

OPPOSE _____

SUBMIT TO BOARD CLERK

Letter of Commitment

March 28, 1996

Thomas Buchholz
Ethical Practices Protecting Pets and People
109 - 10th Street
Oregon City, OR 97045

Dear Citizenry of Multnomah County:

By signing this letter of commitment I pledge to codify Multnomah County's policy of Emergency Animal Rescue. The codification of the policy will be completed by _____

Signed _____ Date 4-23-96

_____ or _____

I believe that codification of Emergency Animal Rescue is not in the best interest of the citizenry of Multnomah County because:

Signed _____ Date 4-23-96

BUDGET MODIFICATION NO.

DA # 6

(For Clerk's Use) Meeting Date APR 18 1996

Agenda No. R-2

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR April 18, 1996

(Date)

DEPARTMENT District Attorney
CONTACT Lisa Moore

DIVISION Circuit Court Trial
TELEPHONE 248-3133

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Appropriation of Forfeiture carryover from 94/95 to 95/96 to cover remodel costs on the 8th floor of the Courthouse.

(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

The District Attorney's office is seeking to appropriate carryover funds from 1994/95 to 1995/96 to cover costs associated with the remodel and furnishings needed to complete Phase III of the Courthouse 8th floor renovation project.

BOARD OF
COUNTY COMMISSIONERS
96 APR 11 AM 9:21
MULTNOMAH COUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and reason for the change)

This bud mod appropriates carryover revenue from FY 94/95.

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>4/2/96</u>	Department Director <u>Kelly Bacon</u>	Date <u>04/09/96</u>
Plan/Budget Analyst <u>David C. Starren</u>	Date <u>4/11/96</u>	Employee Services	Date
Board Approval <u>N. Deborah C. Doust</u>	Date <u>4/18/96</u>		

EXPENDITURE
TRANSACTION

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		180	023	2442			7400			\$81,095		Building management - 8th floor remodel
		240	030	5810			8400			\$81,095		Building management - 8th floor remodel
		180	023	2442			8400			\$67,504		Capital Equipment - 8th fl. furniture & equipment

TOTAL EXPENDITURE CHANGE

\$229,694	\$0
-----------	-----

REVENUE
TRANSACTION

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		180	023	2442			0511	\$148,599	\$297,198	\$148,599		Increasing BWC to 94/95 actual number
		240	030	5710			7617			\$81,095		

TOTAL REVENUE CHANGE

\$229,694	\$0
-----------	-----

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM:


Michael D. Schrunk

DATE: April 9, 1996

REQUESTED PLACEMENT DATE: April 18, 1996

Re: Carryover Forfeiture Revenue from 1994/95 to 1995/96
DA Budget Modification #6

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
The District Attorney's office had a carryover balance of \$281,250, with only \$132,651 appropriated. This is a housekeeping matter to appropriate the remaining \$148,599 to be used for the Courthouse 8th Floor remodel.

III. Financial Impact:
None.

IV. Legal Issues:
None.

V. Controversial Issues:
None.

VI. Link to Current County Policies:
This is a continuation of a multi-year project to remodel existing Courthouse space on the 8th floor into usable offices and workstations for the District Attorney's office.

VIII. Other Government Participation:
Facilities Management is handling this remodel project.



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

BUDGET & QUALITY
PORTLAND BUILDING
1120 S.W. FIFTH - ROOM 1400
P. O. BOX 14700
PORTLAND, OR 97214
PHONE (503)248-3883

TO: Board of County Commissioners

FROM: Barry Crook, Budget and Quality *BC DCW*

DATE: April 11, 1996

SUBJECT: District Attorney Budget Modification No. 6 Appropriating Carryover Forfeiture Funds from 1994/95 to 1995/96 to offset expenditures for Phase III Courthouse Renovation and Remodel Project

The District Attorney is requesting that Forfeiture monies budgeted but not appropriated in 1994-95 be appropriated in 1995-96. The \$148,599 in carry over monies is requested to be appropriated to begin the Courthouse 8th floor remodel, Phase IV. The remainder of funding for Phase IV has been recommended in the 1996-97 budget.

The following information highlights a history of the Courthouse renovation project by Phase and the amount offset by forfeiture revenues:

PHASE	DESCRIPTION	CONSTRUCTION COST	DESIGN COST	FORFEITURE CONTRIBUTION
Phase I	Infrastructure improvement include. base electric & mechanical for entire floor	\$428,400	\$26,000	\$454,400
Phase II	Restroom renovation and installation, office space and open landscaping	\$218,000	\$25,000	\$243,000
Phase III	Office space renovation	\$250,000	\$30,000	\$56,000
Phase IV	Office space and open office landscaping, unisex client bathroom	\$800,000	\$40,000	\$350,000*

April 11, 1996

** Of the \$148,599 to be appropriated, \$81,095 will be allocated to the CIP and \$67,504 will be allocated for furniture and equipment. The remainder of the estimated construction and design costs are budgeted in 1996-97.

Local Budget Law requires a supplemental budget hearing if the expenditures in the supplemental budget are less than 10 percent of the annual budget fund being adjusted (ORS 311.480). Notice for supplemental budget hearing was published in the Oregon as required by law.

MEETING DATE: ~~APR 11 1996~~ APR 18 1996

AGENDA #: R-6 R-3

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ordinance

BOARD BRIEFING: DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: April 11, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Nondepartmental DIVISION: Metropolitan Human Rights Commission

CONTACT: Helen Cheek *Steve* TELEPHONE #: 823-5136
BLDG/ROOM #: 106/516

PERSON(S) MAKING PRESENTATION: Helen Cheek, Executive Director, Metropolitan Human Rights Commission

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

An ORDINANCE making procedural changes in the Bylaws of the Metropolitan Human Rights Commission *4/11/96 copies to Helen Cheek & Steve Freedman*

SIGNATURES REQUIRED:

4/11/96 copies to ordinance distribution list
ELECTED OFFICIAL: Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
96 MAR 22 AM 8 33
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Helen Cheek, Director of the Metropolitan Human Rights Commission

TODAY'S DATE: March 15, 1996

REQUESTED PLACEMENT DATE:

RE: Ordinance to change Metropolitan Human Rights Commission (MHRC) bylaws

I. Recommendation\Action Requested:

Approval to change MHRC bylaws

II. Background\Analysis

II. The current bylaws call for members who have missed three consecutive meetings to be dropped from the commission. In the past year two members have missed six meetings each and can still remain on the commission because the meetings were not three in a row. By changing the criteria, the seats of members who cannot or do not attend the meetings will be vacated sooner.

III. Financial Impact:

N/A

IV. Revised bylaws have been reviewed and approved by Laurence Kressel, County Counsel.

V. None

VI. N/A

VII. The bylaws were discussed extensively and approved at an MHRC meeting.

VIII. The bylaw changes were approved by Commissioner Gretchen Kafoury and City Attorney Madelyn Wessel. The changes will be presented to Portland City Council in March or early April, 1996

RECEIVED

MAR 18 1996

**BEVERLY STEIN
CLATSOP COUNTY CHAIR**

Amends bylaws of Metropolitan Human Rights Commission.
(Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The City of Portland and Multnomah County created a new "Metropolitan Human Rights Commission" ("MHRC") by intergovernmental agreement in April, 1992;
2. Bylaws were adopted in 1992 establishing operational procedures and an administrative structure for the new MHRC, which Bylaws may only be changed through a vote of the Portland City Council and the Multnomah County Board of County Commissioners;
3. Amendments to those Bylaws were proposed and adopted by the Portland City Council and the Multnomah Board of county Commissioners in 1993 and 1994 which altered quorum requirements, frequency of meetings, title of certain officers, appointment of commissioners, committee memberships, and other non-substantive matters; and
4. The MHRC has found that some additional procedural changes to its Bylaws are desirable relating to the frequency of absences permitted before a vacancy is declared and minor non-substantive matters; and
5. Amendments detailing the proposed changes are attached hereto as Exhibit A and are being simultaneously reviewed and approved by Multnomah County.

NOW, THEREFORE, The Council directs:

- a. The Bylaws changes proposed by the MHRC and attached hereto as Exhibit A are approved and adopted.

ORDINANCE FACT SHEET

Ordinance Title: Metropolitan Human Rights Commission (MHRC) bylaw change

This ordinance will change MHRC bylaws by changing the criteria for absences as reason for vacating a position. In the present bylaws, three consecutive absences are necessary in order to declare a seat vacant. This ordinance would change the criteria to three absences in a twelve month period. Under the present criteria a commissioner may miss six meetings a year and still be a member of the commission. Other changes will make the language more consistent throughout the document.

This will allow the seats of members who do not attend regularly to be vacated in a more timely way.

There will be no fiscal impact.

SIGNATURES

Person Filling Out Form _____

Department Manager\Elected Official _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 851

An ordinance making procedural changes in the Bylaws of the Metropolitan Human Rights Commission.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. Purpose

(A) Ordinance No. 720, passed by the Multnomah County Board of Commissioners on April 30, 1992, created the Metropolitan Human Rights Commission (MHRC) through an intergovernmental agreement between Multnomah County and the City of Portland.

(B) The MHRC Bylaws, adopted as part of the ordinance, established the operational procedures and administrative structure for the organization.

(C) Ordinance No. 771 passed by the Multnomah County Board of Commissioners on July 8, 1993, amended the MHRC Bylaws to change the quorum requirement, the frequency of meetings and to require a simple majority of Executive Committee members as a quorum for conduct of Executive Committee business.

(D) Ordinance No. 824, adopted July 27, 1995, made additional amendments to the MHRC Bylaws. The amendments changed the titles of certain MHRC officers, specified when new commissioners were appointed, reduced membership on the Executive Committee and modified certain aspects of Executive Committee authority.

(E) MHRC has found that additional procedural amendments to

03/21/96:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

1 the bylaws are necessary to make it easier to replace members who
2 are consistently unable to attend meetings.

3 (F) Attachment A sets forth the MHRC Bylaws in their
4 entirety, showing the amendments now proposed by MHRC.

5 **Section 2. Adoption of Bylaws Amendments**

6 The MHRC Bylaws amendments as shown on Attachment A to this
7 ordinance, are adopted.

8 ADOPTED this 18th day of April, 1996, being
9 the date of its second reading before the Board of County
10 Commissioners of Multnomah County, Oregon.



11 BOARD OF COUNTY COMMISSIONERS
12 MULTNOMAH COUNTY, OREGON

13
14 Don Sultman
15 for Beverly Stein, Chair

16 REVIEWED:

17
18 Laurence Kressel
19 Laurence Kressel, County Counsel
20 For Multnomah County, Oregon

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03/21/96:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

ARTICLE I
METROPOLITAN HUMAN RIGHTS COMMISSION
("MHRC", "COMMISSION")

SECTION 1. MISSION & PURPOSE

The Metropolitan Human Rights Commission believes in the dignity and worth of all human beings. MHRC's mission is to foster mutual understanding and respect, and to protect the human rights of all persons in the City of Portland and Multnomah County regardless of socio-economic status, religion, ethnicity, race, national origin, disability, age, gender, and sexual orientation.

The Metropolitan Human Rights Commission is organized to help citizens and government in the City of Portland and Multnomah County to achieve the goal of embracing and celebrating diversity, eliminating bigotry, and enhancing a sense of community.

SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES

A. **Membership.** The Metropolitan Human Rights Commission of 15 members shall be constituted of three (3) Officers: Chairperson ("Chair"), Program Vice Chairperson and Administration Vice-Chairperson ; and twelve (12) Commissioners.

(1) Nine (9) members shall be appointed by the Mayor of the City of Portland and six (6) members shall be appointed by the Chair of the Multnomah County Commission. The Chairperson of the Commission shall be appointed jointly by the Mayor and the County Chairperson.

(a) Elected public officials and employees of the City of Portland ("the City") and Multnomah County ("the County") may not serve on the Commission.

(b) No Commission member may receive funds directly, or be an employee of an agency that receives funds, from the Commission.

- (c) The Portland City Council and Multnomah County Commissioners shall ratify through ordinance the respective appointments of the Mayor and County Chairperson.

(2) Members shall serve at the pleasure of the appointing authority. Members shall be expected to conduct themselves throughout their term of office in a manner consistent with the goals and purposes of the Commission and shall perform the duties and responsibilities as set forth in these Bylaws.

(3) The Mayor and County Chairperson may appoint such ex officio members as they deem advantageous to accomplishing the mission of the Commission, said ex officio members to be without vote on the Commission.

B. Terms of office for all members shall be for three (3) years except for initial appointments to the Commission. Members may serve no more than two consecutive three-year terms. Terms of Office shall be staggered to provide continuity of membership on the Commission. Initial appointments and terms of office shall be specified in "Appendix 1" attached hereto. Appointments of commissioners shall occur in the fall, no later than Nov. 1 coincident with the Annual Meeting.

C. Vacancy in office

(1) A vacancy on the Commission shall exist:

- (a) upon expiration of a completed term of office;
- (b) upon formal written resignation of a Commission member;
- (c) upon removal of a member from office;
- (d) because of violation of the prohibition in Section 2, A (1)(b) regarding receipt of funds;
- (e) when a member files as a candidate for any public office or accepts compensated employment within the City or County government.
- (f) if the vacancy is the result of a completed term of office, the appointing authority shall name an individual to serve for a full term of office. In the case of resignation or removal from office the appointment shall be for the remaining unexpired term. If the time remaining in the term of office created by the vacancy is five (5) months or

less, the appointment to fill the vacancy may be for the remaining unexpired term plus three years.

- (2) A Commissioner may be presumed to have vacated his or her position as Commissioner and the appointing authority may fill the vacancy for one or more of the following reasons:
 - (a) A Commission member has missed three (3) consecutive regularly scheduled meetings of the full Commission in a twelve month period; however, the Chair may excuse the absence of a member for good cause.
 - (b) A Commission member has misused or misappropriated funds of the Commission.
 - (c) A Commission member has failed to perform the duties of office as specified in these Bylaws.
- (3) The Commission may recommend to the Mayor and County Chair the names of prospective Commission members from among the membership of the Issue Committees and the community. The Chair and Executive Director (see Article III, infra.) shall from time to time advise the Mayor and County Chair with respect to the needs for talent, expertise, and diversity on the Commission.

SECTION 3. OFFICERS

- A. **General.** The officers of the Commission shall consist of a chairperson, a Program Vice-Chairperson and an Administration Vice-Chairperson. All officers shall serve one year terms effective immediately following the Annual Meeting elections. The chairperson may be reappointed to one consecutive term. The Program Vice-Chairperson and administration Vice-Chairperson shall be elected by the Commission from among its members at the Annual Meeting of the Commission. All officers shall serve until their successors are elected or, in the case of the chairperson, appointed. In addition to the duties set forth below, each officer shall also perform such other duties as may be prescribed by the Commission.
- B. **Chairperson.** The Chairperson shall preside at all meetings of the Commission and the Executive Committee, shall be ex officio member

of all committees, and shall perform such other duties as are usually incident to such office.

- (1) The Chairperson shall assist the Mayor and County Chair in the selection and annual performance evaluation of an Executive Director for the Commission.
- (2) The Chairperson shall maintain regular communication with the Mayor and County Chair and shall be the principal spokesperson for the MHRC.

C. Program Vice-Chairperson. The Program Vice-Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson. The Program Vice-Chairperson shall have general oversight responsibilities for the Task Forces created under Article II, Section 2 of these bylaws.

D.

Administration Vice Chairperson. The Administration Vice Chairperson is responsible, with staff assistance, for planning the annual retreat and assisting the Chairperson with assigned duties.

SECTION 4. RESPONSIBILITIES OF THE COMMISSION

The Metropolitan Human Rights Commission shall:

- A. Develop and implement policies and positions of the MHRC consistent with its mission and purpose;
- B. Establish and maintain dialogue with the broad range of community and cultural groups operating in the City and the County;
- C. Conduct public meetings, hearings, and special events as required to determine the issues, problems, and needs facing Portland and Multnomah County residents in the areas of human rights and cultural diversity;
- D. Based upon a foundation of public dialogue, establish annual goals for the Commission and approve and direct the annual work plans and activities of the Task Forces;
- E. Issue and present to the Portland City Council, Multnomah County Commission and the citizens an Annual Report and a six-month progress report of the activities and accomplishments of the Commission;
- F. Approve the Commission's annual budget and work program and submit both to the Portland City Council and Multnomah County Commission by January 31 of each year;

- G. Recommend to the City and the County programs, policies and actions which would further the goals of human rights, diversity and cultural harmony in the community;
- H. The Commission may delegate any non policy-making authority to Commission committees and staff as required to accomplish the mission and goals of the MHRC.

SECTION 5. MEETINGS OF THE COMMISSION

- A. The Commission shall meet monthly, which includes an Annual Meeting in the Fall. Special meetings may be held as necessary.
 - (1) Nine (9) members shall constitute a quorum; a simple majority of those members present shall constitute a voting majority for purposes of conducting business at any meetings of the Commission.
 - (2) Special meetings of the Commission may be called by agreement of the Executive Committee, ~~provided, however, that a regular Commission meeting is not scheduled within 30 days of the requested special meeting date.~~
 - (3) Emergency meetings of the Commission may be called under procedures authorized in a special Crisis Response Plan approved annually by the Commission.
 - (4) The fiscal year of the Commission shall be July 1 to June 30.
- B. The Commission shall conduct business according to Roberts Rules of Order, Rev. unless otherwise expressly noted in the bylaws and shall conduct meetings and maintain records in compliance with Oregon laws governing public meetings and public records.

SECTION 6. EXPENDITURE OF FUNDS

Neither the Commission nor its individual members shall have authority to expend or encumber funds budgeted to the Commission. All disbursements of funds shall be made by the Executive Director with the oversight of the Mayor or the Mayor's designee and according to established budget and accounting policies and practices of the fiscal agent, which shall be the City of Portland. However, the Commission or its Executive Committee may request of the Executive Director that funds be expended or encumbered to accomplish the work program of the Commission as approved in the annual budget.

ARTICLE II. COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

- A. The purpose of the Executive Committee shall be to conduct the business of the MHRC between regularly scheduled meetings of the full Commission, as expressly authorized by the Commission.
- B. Members of the Executive Committee shall be five (5): the MHRC Chair, Program Vice-Chair, Administration Vice-Chair, plus two (2) MHRC Commissioners-at-large. The Commission shall ~~at its Annual Meeting~~ elect from among its members, ~~in the fall no later than Nov. 1 coinciding with the Annual Meeting~~, the two at-large members of the Executive Committee.
- C. Responsibilities:
The Executive Committee shall:
- (1) Meet as needed. Meetings may be called by the Chair or any three members of the Committee;
 - (2) Monitor the work program and timetable of the Task Forces;
 - (3) Receive, approve, and monitor an annual plan for staffing MHRC committees and activities and assisting the Commission in accomplishing its mission, goals and activities;
 - (4) As authorized by the full Commission, make decisions or act on behalf of the Commission;
 - (5) Administer a "crisis response plan" approved by the Commission.
 - (6) Review new issues, information or community requests and forward to the Commission for action.
- D. Operations and Limitations:
- (1) Authorization to act on behalf of the Commission must be obtained through a motion duly seconded and passed by a majority of the full Commission at a regularly scheduled or special Commission meeting, or through the approved crisis response plan.
 - (2) A simple majority of current sitting members shall constitute a quorum. A majority of those present must agree before any action is taken.
 - (3) Minutes of Executive Committee meeting shall be kept and reported in writing to the full Commission within ten (10) days of each Executive Committee meeting.
 - (4) A regular monthly meeting time and place shall be set by the

MHRC Chairperson; changes from this schedule may be made with 7 days written advance notice.

- (5) The Executive Committee may not take positions, other than through the crisis response plan, or issue statements or reports except as authorized by the Commission, nor may it change any policy or directive of the Commission.

SECTION 2. S TASK FORCES

- A. Task Forces are created as needed.
- B. Responsibilities of Task Forces shall be:
 - (1) To assist the Commission to seek out community views and encourage community dialogue to identify the issues, problems and needs in their respective issue area;
 - (2) To develop and submit to the full Commission a work plan to accomplish goals and conduct activities that respond to identified needs;
 - (3) To assist the Commission in bringing groups and individuals together to build coalitions and facilitate collaborations on human rights issues;
 - (4) To assist the Commission to develop leadership in the community in the areas of cultural understanding and human rights advocacy;
 - (5) To produce and submit to the Commission a report of their activities.
- C. Members of the Task Forces need to support the mission statement of the Commission. Membership of each Task Force should reflect the diversity of the community and the interests of groups affected by the issue addressed by that Task Force; and include age, gender, and geographic balance. Task Force members shall include at least one commissioner as liaison to the Commission.

ARTICLE III. STAFF

SECTION 1. EXECUTIVE DIRECTOR

- A. Employment. An Executive Director of the Commission shall be hired as an employee of the City of Portland.
 - (1) The Mayor, in consultation with the Chair of Multnomah County Commission and Chairperson of the MHRC, shall determine the qualifications, develop the job description, and appoint an

Executive Director for the Commission in accordance with City of Portland personnel policies and procedures.

- (2) Authority to discipline or terminate employment of the Executive Director rests with the Mayor.

B. Performance and Evaluation The Mayor, County Chair and MHRC Chair shall annually evaluate the performance of the Executive Director.

- (1) The performance of the director shall be evaluated based on execution of a staffing plan submitted by the Director and approved by the Executive Committee.
- (2) MHRC members who object to the performance of the Executive Director shall address their concerns to the MHRC Chair, who shall promptly make those objections known to the Director. Such objections may be raised by the MHRC Chair during the performance evaluation, or at any time with the Mayor if, in the judgement of the Chair, a substantial problem exists in the Director's performance of his or her duties and responsibilities.

C. Duties and Responsibilities.

- (1) The Director shall be the chief executive officer of the Commission and shall have supervisory authority over the staff and offices assigned to the Commission by the budgeting authorities. The Director shall execute the programs and policies of the Commission according to a staffing plan submitted in writing annually to and approved by the Executive Committee.
- (2) The duties and responsibilities of the Executive Director shall be specified in the job description for the position and shall be reviewed and revised as deemed necessary by the Mayor in consultation with MHRC Chair and the Chairperson of the Multnomah County Commission.

SECTION 2. OTHER STAFF

A. The Commission shall have other clerical and professional staff as authorized in the budget approved by the City and County. Staff shall be employees of the City of Portland. Neither the Commission nor its individual members shall direct the activities of the staff; however, staff shall perform their duties in accordance with a staffing plan developed by the Executive Director and approved by the Executive Committee.

- B. The Executive Director shall prepare job descriptions and establish personnel policies and grievance procedures in accordance with accepted practices of the City of Portland Bureau of Personnel Services.

ARTICLE IV. BYLAW AMENDMENTS

- A. The Bylaws may be amended by affirmative vote of the Portland City Council and Multnomah County Commission. Such amendments shall be by non-emergency ordinance or resolution.
- (1) The Commission may recommend Bylaw amendments to the City Council and County where such amendments have been discussed at the Annual Meeting or at any regularly scheduled meeting of the Commission and affirmatively acted upon by a majority of the Commission.

Adopted:

City of Portland

Ordinance/Resolution # Ordinance 169971, ~~(4/10/96)~~

Multnomah County

Ordinance Resolution # Ordinance 851, ~~(4/18/96)~~

MEETING DATE: APR 18 1996

AGENDA #: R-4

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION Endorsing the City of Gresham Tax Base for Public Safety

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 4/18/96, 5 Minutes

AMOUNT OF TIME NEEDED:

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Chair Beverly Stein

TELEPHONE #: 248-3308

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: ~~Chair Stein~~ Commissioner Sharon Kelley

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Endorsing the City of Gresham Tax Base for Public Safety

4/19/96 FAX to City of GRESHAM, copies to Chair's Office

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)
DEPARTMENT
MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
96 APR 11 AM 10:09
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY OREGON

Endorsing the City of Gresham) RESOLUTION
Tax Base for Public Safety) 96-68

WHEREAS the safety of all residents of Multnomah County depends upon a strong public safety system; and

WHEREAS the incorporated cities of Multnomah County and their police forces are critical to an effective county-wide public safety system; and

WHEREAS the City of Gresham's Public Safety Levy will expire on June 30, 1996 and subsequent to that time adequate funds will not be available to maintain the current level of police and fire services; and

WHEREAS public safety services are a high priority for citizens and appropriately funded on a long-term basis; and

WHEREAS the Gresham City Council has placed before the voters of Gresham a proposal for an increased tax base and adopted a financial policy to dedicate the proceeds of this increase to public safety purposes.

THEREFORE BE IT RESOLVED, that Multnomah County endorses the Gresham Tax Base for Public Safety.

APPROVED this 18th day of April, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Don Jolly
for Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy, Chief Assistant

BUDGET MODIFICATION NO. DJJS 8

(For Clerk's Use) Meeting Date APR 16 1998
Agenda No. R-5

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Joanne Fuller

DIVISION: All
TELEPHONE: 306-5599

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Joanne Fuller

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

The Department of Juvenile Justice Services' Budget Modification # DJJS 8 decreases the Fed/State budget by (\$205,720) Casey Foundation revenue to reflect current expense and revised budgeting for the Detention Reform Initiative.

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).

This Budget Modification reduces the \$985,268 FY95-96 Adopted Budget Casey Foundation grant revenue and expense to \$779,548. The changes consist of the following:

Personnel: Decreases personnel expense by \$32,004 vacancy savings.

Contracts: Adds a total \$7,540 to increase Evaluation Specialist services and add Disproportionate Minority Conference technical assistance; deletes \$17,000 for an OJIN programmer and document conversion services; and decreases Community Detention by \$33,233 and Day Reporting by \$28,265 to reflect delayed start-up of both programs.

Materials/Services: Makes minor adjustments to Supplies, Travel/Training, Local Travel, Dues, and Telecommunications, for a net decrease of \$5,885, and reduces Indirect Cost by \$1,873 to reflect decreased revenue.

Capital Equipment: Deletes \$95,000 originally budgeted for document scanning equipment.

The overall impact of these changes reduces service reimbursement to the Insurance fund by \$1,766 and decreases service reimbursement from the Federal/State program to Contingency by the \$1,873 reduction in Indirect Cost.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Decreases Fed/State, Rev Code 6801, by (\$205,720).
- Decreases Fed/State reimbursement to Insurance by (\$1,766).
- Decreases General Fund Contingency service reimbursement from Fund 156 by (\$1,873).

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON
96 APR - 8 AM 9:46

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

Joanne Fuller 3-27-96
Originated By Date

[Signature] 3-27-96
Department Manager Date

Christine Reice 4/5/96
Finance/Budget Date

[Signature] 4-5-96
Employee Relations Date

[Signature] 4/18/96
Board Approval Date

EXPENDITURE TRANSACTION EB [] GM [] TRANS DATE _____ ACCT'G PERIOD _____ BUDGET FY _____
 DOCUMENT NUMBER _____ ACTION _____

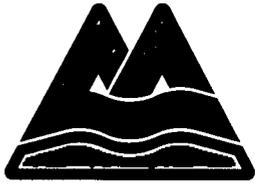
FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ CODE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2705			5100			(4,381)		Decrease Personnel.
156	012	2705			5200			2,200		Increase Temporary.
156	012	2705			5500			(383)		Decrease Fringe.
156	012	2705			5550			(64)		Decrease Insurance.
156	012	2705			6110			7,540		Increase Professional Svcs.
156	012	2705			6230			385		Increase Supplies.
156	012	2705			6310			(7,651)		Decrease Travel/Training.
156	012	2705			6330			730		Increase Local Travel.
156	012	2705			6620			450		Increase Dues & Subscrip.
156	012	2705			7100			(264)		Decrease Indirect Cost.
156	012	2705			7150			(9)		Decrease Telecomm.
									(1,447)	Subtotal Org 2705.
156	012	2711			7100			(14)		Decrease Indirect Cost.
156	012	2711			7150			(401)		Decrease Telecomm.
									(415)	Subtotal Org 2711.
156	012	2712			5100			315		Increase Permanent.
156	012	2712			5500			56		Increase Fringe.
156	012	2712			5550			13		Increase Insurance.
156	012	2712			6060			(17,000)		Decrease Pass Thru Pay.
156	012	2712			7100			(105)		Decrease Indirect Cost.
156	012	2712			8400			(95,000)		Decrease Capital Equip.
									(111,721)	Subtotal Org 2712.
156	012	2713			5100			(3,861)		Decrease Permanent.
156	012	2713			5500			(678)		Decrease Fringe.
156	012	2713			5550			(140)		Decrease Insurance.
156	012	2713			7100			(170)		Decrease Indirect Cost.
									(4,849)	Subtotal Org 2713.
156	012	2723			5100			(11,487)		Decrease Permanent.
156	012	2723			5500			(2,018)		Decrease Fringe.
156	012	2723			5550			(463)		Decrease Insurance.
156	012	2723			7100			(509)		Decrease Indirect Cost.
									(14,477)	Subtotal Org 2723.
156	012	2728			5100			(3,702)		Decrease Permanent.
156	012	2728			5500			(650)		Decrease Fringe.
156	012	2728			5550			(937)		Decrease Insurance.
156	012	2728			6060			(33,233)		Decrease Pass Thru Pay.
156	012	2728			6330			617		Increase Local Travel.
156	012	2728			7100			(402)		Decrease Indirect Cost.
									(38,307)	Subtotal Org 2728.
156	012	2730			5100			(4,805)		Decrease Permanent.
156	012	2730			5500			(844)		Decrease Fringe.
156	012	2730			5550			(175)		Decrease Insurance.
156	012	2730			6060			(28,265)		Decrease Pass Thru Pay.
156	012	2730			6230			168		Increase Supplies.
156	012	2730			6330			(174)		Decrease Local Travel.
156	012	2730			7100			(409)		Decrease Indirect Cost.
									(34,504)	Subtotal Org 2730.
									(205,720)	TOTAL ORG 2700.
400	050	7531			6520			(1,766)		Insurance.
100	045	9120			7700			(1,873)		Ind Cost payment to G/F.
									(3,639)	TOTAL INTERNAL.
									(209,359)	TOTAL EXPENSE
REVENUE										
FUND	AGENCY	ORG	ACT.	REPT CATEG	REV SOURCE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2705		JCSY	6801			(1,447)		Casey Foundation
156	012	2711		JCSY	6801			(415)		Casey Foundation
156	012	2712		JCSY	6801			(111,721)		Casey Foundation
156	012	2713		JCSY	6801			(4,849)		Casey Foundation
156	012	2723		JCSY	6801			(14,477)		Casey Foundation
156	012	2728		JCSY	6801			(38,307)		Casey Foundation
156	012	2730		JCSY	6801			(34,504)		Casey Foundation
									(205,720)	TOTAL ORG 2700.
400	050	7040			6602			(1,766)		Insurance.
100	045	7410			6602			(1,873)		Svc Reimb from Fund 156.
									(3,639)	TOTAL INTERNAL.
									(209,359)	TOTAL REVENUE

5. ANNUALIZED PERSONNEL CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
2705	N/A	6021	Pgm Dev Spec, vacancy savings	(4,381)	(770)	(144)	(5,295)
2705	N/A		Temporary personnel	2,200	387	80	2,667
			Subtotal Personnel, Org 2705	(2,181)	(383)	(64)	(2,628)
2712	N/A	9747	Data Anal Sr, exp grtr than budgt	315	56	13	384
			Subtotal Personnel, Org 2712	315	56	13	384
2713	N/A	6020	Pgm Dev Tech, vacancy savings	(3,861)	(678)	(140)	(4,679)
			Subtotal Personnel, Org 2713	(3,861)	(678)	(140)	(4,679)
2723	N/A	9768	Juv Pgm Sup, vacancy savings	(11,487)	(2,018)	(463)	(13,968)
			Subtotal Personnel, Org 2723	(11,487)	(2,018)	(463)	(13,968)
2728	N/A	9768	Juv Pgm Sup, vacancy savings	(3,702)	(650)	(937)	(5,289)
			Subtotal Personnel, Org 2728	(3,702)	(650)	(937)	(5,289)
2730	N/A	6271	Juv Couns Lead, vacancy savings	(4,805)	(844)	(175)	(5,824)
			Subtotal Personnel, Org 2730	(4,805)	(844)	(175)	(5,824)
	0.00		Total	(25,721)	(4,517)	(1,766)	(32,004)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES:

ORG	FTE	JCN	POSITION TITLE	BASE PAY & TEMP	FRINGE	INSURANCE	TOTAL
2705	N/A	6021	Pgm Dev Spec, vacancy savings	(4,381)	(770)	(144)	(5,295)
2705	N/A		Temporary personnel	2,200	387	80	2,667
			Subtotal Personnel, Org 2705	(2,181)	(383)	(64)	(2,628)
2712	N/A	9747	Data Anal Sr, exp grtr than budgt	315	56	13	384
			Subtotal Personnel, Org 2712	315	56	13	384
2713	N/A	6020	Pgm Dev Tech, vacancy savings	(3,861)	(678)	(140)	(4,679)
			Subtotal Personnel, Org 2713	(3,861)	(678)	(140)	(4,679)
2723	N/A	9768	Juv Pgm Sup, vacancy savings	(11,487)	(2,018)	(463)	(13,968)
			Subtotal Personnel, Org 2723	(11,487)	(2,018)	(463)	(13,968)
2728	N/A	9768	Juv Pgm Sup, vacancy savings	(3,702)	(650)	(937)	(5,289)
			Subtotal Personnel, Org 2728	(3,702)	(650)	(937)	(5,289)
2730	N/A	6271	Juv Couns Lead, vacancy savings	(4,805)	(844)	(175)	(5,824)
			Subtotal Personnel, Org 2730	(4,805)	(844)	(175)	(5,824)
	0.00		Total	(25,721)	(4,517)	(1,766)	(32,004)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE JUSTICE
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460
TDD 248-3561

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

TO: Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: April 1, 1996

RE: Approval of budget modification DJJS # 8, to decrease Casey Foundation grant revenues and related Detention Reform Initiative expenses by \$205,720.

- I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services requests approval of budget modification DJJS # 8 to decrease Casey Foundation grant revenues and related Detention Reform Initiative expenses by \$205,720.

- II. **Background/Analysis:** During preparation of the 1995-96 budget for the Department of Juvenile Justice Services, it was estimated that the Annie E. Casey Foundation would make \$985,268 available during 1995-96 for expenditures supporting the Detention Reform Initiative. In negotiations with the Foundation, the actual budget for 1995-96 was set at \$779,548. This \$205,720 decrease in anticipated grant revenues can be accommodated through: actual experience in vacancy savings; actual experience in timing of contract start-ups; incidental decreases in materials and supplies; and a decision not to purchase previously budgeted document scanning equipment.

- III. **Financial Impact:** This modification decreases the Fed/State program by (\$205,720), reimbursement to Insurance by (\$1,766), and Contingency service reimbursement from Fund 156 Indirect Cost by (\$1,873).

- IV. **Legal Issues:** N/A

- V. **Controversial Issues:** N/A

- VI. **Link To Current County Policies:** N/A

- VII. **Citizen Participation:** N/A

- VIII. **Other Government Participation:** N/A

BUDGET MODIFICATION NO. DJJS 9

(For Clerk's Use) Meeting Date APR 18 1996
Agenda No. RC

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Joanne Fuller

DIVISION: All
TELEPHONE: 306-5599

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: Joanne Fuller

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

The Department of Juvenile Justice Services' Budget Modification # DJJS #9 increases the Fed/State budget by \$8,000 Portland Parks and Recreation revenue for the Project Payback program.

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).

This Budget Modification adds revenue from City Parks & Recreation to the Project Payback program. Youth work crew members will maintain park sites and receive a stipend from which restitution will be paid to victims of the juvenile offenders. A total \$7,944 is added to Pass Through Payments for this purpose; the remaining \$56 covers Indirect Cost on the incoming revenue.

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)

- Increases Fed/State, Rev Code 2767 by \$8,000.
- Increases General Fund Contingency service reimbursement by \$56.

BOARD OF COUNTY COMMISSIONERS
96 APR 11 AM 9:50
MULTNOMAH COUNTY OREGON

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)

After this modification \$ _____

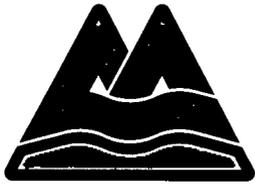
James H. Egberry 4-5-96
Originated By Date

[Signature] 4-7-96
Department Manager Date

Christine Velez 4/10/96
Finance/Budget Date

Employee Relations Date

Deborah L. Coaster 4/18/96
Board Approval Date

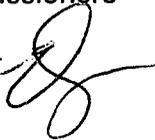


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PORTLAND, OREGON 97213
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

FROM: Elyse Clawson, Director 

DATE: April 8, 1996

RE: Approval of budget modification DJJS # 9, to increase Fed/State revenues by \$8,000 City Parks and Recreation funds.

I. **Recommendation/Action Requested:** The Department of Juvenile Justice Services requests approval of budget modification DJJS # 9 to increase Fed/State revenues by \$8,000 City Parks and Recreation funds.

II. **Background/Analysis:** Our current budget contains \$48,000 in City funds, which support our Project Payback program and provide stipends to youth crews who maintain City Water Bureau and other ground sites. This modification adds an additional \$8,000 for youth crews to maintain City park sites. The incoming revenue provides stipends to the youth for their efforts. Sixty percent of the stipends are passed on to the youth's victims as restitution for physical property damage. The remaining 40% are retained by the youth as an allowance for their personal use.

This budget modification supports an earlier intergovernmental agreement between Multnomah County and the City. The agreement was approved late last year but was temporarily misplaced in the County process.

III. **Financial Impact:** This action increases the Fed/State program by \$8,000 and increases Contingency by the \$56 Indirect Cost paid from the incoming revenue.

IV. **Legal Issues:** N/A

V. **Controversial Issues:** N/A

VI. **Link To Current County Policies:** DJJS continues to comply with the Court mandated restitution requirements in providing structured working environments for at-risk youth.

VII. **Citizen Participation:** N/A

VIII. **Other Government Participation:** The agreement prompting this budget modification continues collaboration efforts between the County and the City related to youth behavior and public safety.

MEETING DATE: APR 18 1996

AGENDA #: R-7

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement for Lease of Aging Services Office Space.

BOARD BRIEFING:

DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING:

DATE REQUESTED: April 18, 1996

AMOUNT OF TIME NEEDED: One minute

DEPARTMENT: Environmental Services

DIVISION: Facilities & Property Mgmt.

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement for Lease of Office Space from City of Gresham for Aging Services.

4/19/96 copies & original lease to Bob Oberst

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Bob

Lawrence Nicholas

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR - 8 PM 2:20

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Robert Oberst, Facilities & Property Management

TODAY'S DATE: April 4, 1996

REQUESTED PLACEMENT: April 18, 1996

RE: Intergovernmental Agreement for Sublease of Office Space from City of Gresham for Aging Services Division.

I. Recommendation/Action Requested: Approval by Board of Commissioners of sublease of office space at 501 NE Hood, Gresham, Oregon from the City of Gresham for use as an Aging Services Field Office.

II. Background/Analysis: The requested sublease is to replace a former proposed sublease submitted to and approved by the Multnomah County Board of Commissioners in its Order #96-14 dated January 25, 1996. That proposed sublease was not executed and the approval thereof is to be rescinded by this requested action of the Board. The sublease submitted for approval herewith differs from that previously approved in Order #96-14 only in that the amount of space leased is increased by 1,062 square feet, from 8,438 to 9,500 and the total rental during the period of the lease is increased by \$11,184.65 over the 26 month term from \$132,898.51 to \$144,083.16. The additional space is needed to provide a conference room for use in connection with the ASD office functions.

III. Financial Impact: See statement above as to rental.

IV. Legal Issues: None, to Facilities & Property Management (FM) knowledge.

V. Controversial Issues: None, to FM knowledge.

VI. Link to Current County Policies: None, to FM knowledge.

VII. Citizen Participation: None involved or expected in this transaction.

VIII. Other Government Participation: Sublessor in the proposed sublease is City of Gresham.



MULTNOMAH COUNTY OREGON

REAL PROPERTY LEASE DESCRIPTION FORM

Revenue Rent Free Agreement Taxpayer ID (lessor) _____
 Expense County Owned Renewal of Lease IGA

Property Management Contact Person Bob Oberst Phone 248-3851 Date 04-04-96

Division Requesting Lease Aging Services
Contact Person Rosanne Costanzo Phone 248-3769

Lessor Name City of Gresham
 Mailing Address 1333 NW Eastman Parkway
Gresham, OR 97030-3813
 Phone 618-2687 (Myron Johnson)
 Lessee name Multnomah County
 Mailing Address 2505 SE 11th Avenue
Portland, OR 97202
 Phone 248-3322
 Address of 501 NE Hood
 Lease Property Gresham, Oregon
 Purpose of Lease Aging Services
Field Office

Effective Date May 1, 1996
 Termination Date June 30, 1998
 Total Amount of Agreement \$ 144,083.16
plus utilities and services.
 Payment Terms
 Annual \$ _____ Monthly \$ 5,541.66
 Other \$ _____ plus utilities and services.

FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJ	SUB OBJ	REV SOURCE	SUB REV	REPT CATEG
410	030	5650		6170				

REQUIRED SIGNATURES:

Department Head _____ Date _____
 County Counsel Matthew C. Ryan Date 4/10/96
 Property Management _____ Date _____
 County Executive/Sheriff Dan Saltzman Date April 18, 1996
Dan Saltzman, Vice-Chair

CODE		FOR ACCOUNTING / PURCHASING ONLY									
VENDOR NAME		YEAR	AUTHORIZATION NOTICE					ENCUMBRANCE "APRON" ONLY			
LINE NO.	NUMBER	FUND	AGENCY	ORGANIZATION	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	DESCRIPTION	AMOUNT	INC. DEC IND
	301066										

WHITE-PURCHASING

CANARY-INITIATOR

PINK-FINANCE

OFFICE BUILDING SUBLEASE

This is a Sublease between the City of Gresham (Tenant) and Multnomah County (Subtenant).

Findings:

- a. The Tenant entered a lease with the Gresham Professional Group (Landlord) on November 12, 1987. The lease was amended on May 18, 1990 to add additional leased space. Tenant exercised its option on June 1, 1993 to extend the lease for an additional five years.
- b. Paragraph 5 of the June 1, 1993 lease (Lease) grants Tenant the right to sublease the premises to any other tenant who use of the premises is similar in nature to Tenant.
- c. Tenant wishes to sublease the premises to Subtenant, and Subtenant is another government agency whose use of the premises will be similar to Tenant consistent with the Lease.

Agreement:

1. **Premises.** Tenant has leased from Landlord certain office space in the 501 Building, located at 501 N.E. Hood Street, Gresham, Oregon, including office space known as Suite 100 (approximately 8,438 usable square feet located on the lower level) and Suite 230 (approximately 1,062 usable square feet located on the middle level) of the 501 Building. Tenant leases to Subtenant and Subtenant subleases from Tenant the office space known as Suite 100 and Suite 230. The leased premises is shown in Attachment 1.
2. **Term.** The term of this Sublease shall commence on May 1, 1996 and end on June 30, 1998, the end of the Tenant's Lease with Landlord.
3. **Rent.** For the term of this Sublease, the rent shall be \$144,083.16, and shall be paid in monthly installments of \$5,541.66 on the first business day of each month in advance. The first payment shall be made on May 1, 1996.
4. **Taxes, Property, Insurance and Utilities.** Subtenant shall have all rights and be subject to all obligations of paragraph 4 of the Lease.
5. **Assignment and Subletting.** The Subtenant shall have the right to assign this Sublease or further sublease the premises to any other Subtenant whose use of the premises shall be similar in nature to existing Subtenant or for general office purposes. However, no assignment shall release the Subtenant from any of its duties hereunder.

6. **Early Termination.** Subtenant shall only have the right to terminate the Sublease prior to the termination of the Lease on June 30, 1998 by giving Tenant not less than three months written notice that the Sublease will terminate on June 30, 1997. The Subtenant may only give such notice if the program funding for the program operated in the premises under this agreement is ended by the Multnomah County Board of Commissioners.

7. **Use.** Subtenant shall use the premises for general office purposes consistent with the obligations of paragraph 7 of the Lease.

8. **Access.** Subtenant shall be subject to paragraph 8 of the Lease.

9. **Parking.** Subtenant shall be subject to paragraph 9 of the Lease.

10. **Signage.** Subtenant shall have the rights and obligations of Tenant in paragraph 10 of the Lease.

11. **Repairs.** Subtenant shall have the rights and obligations of Tenant in paragraph 11 of the Lease.

12. **Liens.** Subtenant shall have the obligations of Tenant in paragraph 12 of the Lease.

13. **Hold Harmless.** Subtenant shall defend, indemnify and hold Tenant harmless for any and all claims arising from this Sublease and Subtenant's use of the premises. Subtenant shall give prompt notice to Landlord in case of fire or accidents in the premises or in the building or of defect in the fixtures or equipment. All claims shall be subject to the Oregon Tort Claims Act, ORS 30.260- 30.300, and the limits of ORS 30.275.

14. **Subrogation.** Subtenant has no right to recover against Tenant for any loss insured by fire, extended coverage and other property insurance policies, or otherwise.

15. **Services and Utilities.** Subtenant shall have the rights of Tenant in paragraph 15 of the Lease.

16. **Reconstruction.** Subtenant shall have the rights and obligations of Tenant in paragraph 16 of the Lease.

17. **Default.** The occurrence of any one or more of the following events shall constitute a default and breach of this sublease by Subtenant:

a. The vacating or abandonment of the premises by Subtenant;

b. The failure by Subtenant to make any payment of rent when due, where such failure shall continue for 10 days after written notice by Tenant to Subtenant;

c. The failure by Subtenant to observe or perform any of the covenants, conditions or provisions of the Lease to be observed or performed by the Tenant, other than payment of rent, where such failure shall continue for 20 days after written notice by Tenant to Subtenant. However, if the nature of Subtenant's default is such that more than 20 days are reasonably required for its cure, then Subtenant shall not be deemed in default if Subtenant commences such cure within 20 days and diligently prosecutes such cure to completion.

18. **Remedies in Default.** In the event of any such material default or breach by Subtenant, Tenant may, with written notice or demand:

a. Terminate Subtenant's right to possession of the premises by any lawful means, in which case this Sublease shall terminate and Subtenant shall immediately surrender possession of the premises to Tenant. Tenant shall be entitled to recover from Subtenant the cost of recovering possession of the premises and reasonable attorney's fees;

b. Maintain Subtenant's right to possession, in which case this lease shall continue in effect whether or not Subtenant shall have abandoned the premises. Tenant shall be entitled to enforce all of Tenant's rights and remedies under this Sublease, including the right to recover the rent as it becomes due;

c. Pursue any other remedy available to Tenant under Oregon law.

19. **General Provisions.**

a. The Lease attached to this Sublease are part of this Sublease.

b. The waiver by Tenant of any term shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of rent by Tenant shall constitute a waiver of any preceding breach by Subtenant of any term of this Sublease, other than the failure of the Subtenant to pay the rent so accepted.

c. All notices given by either party shall be in writing either personally served or sent by United States Mail.

d. If any rent is not received by Tenant within 10 days after written notice that such rent is past due, then Subtenant shall pay to Tenant a late charge equal to 10 percent of such overdue amount.

e. This Sublease contains all the agreements of the parties and no prior understanding or agreements pertaining to these premises shall be effective for any purpose. No provision of this Sublease may be amended except by written agreement signed by the parties. This Sublease shall not be binding on either party until it is fully executed by both parties.

f. If any legal action is brought by either party under this Sublease, the prevailing party shall be entitled to recovery of all reasonable costs and expenses including attorney's fees. Tenant shall be entitled to recover from Subtenant any reasonable costs and expenses including attorney's fee incurred by Tenant as a result of such legal action by Landlord.

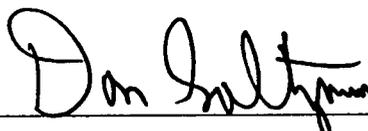
g. Any provision of this Sublease which shall be declared invalid by a court shall have no affect on any other provision and all other provisions shall remain in effect.

h. This Sublease shall be governed by the laws of the State of Oregon.

CITY OF GRESHAM

MULTNOMAH COUNTY

City Manager

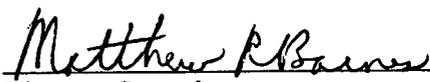


Dan Saltzman, Vice-Chair

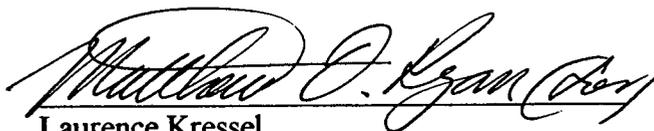
DATED: _____

DATED: April 18, 1996

APPROVED AS TO FORM:



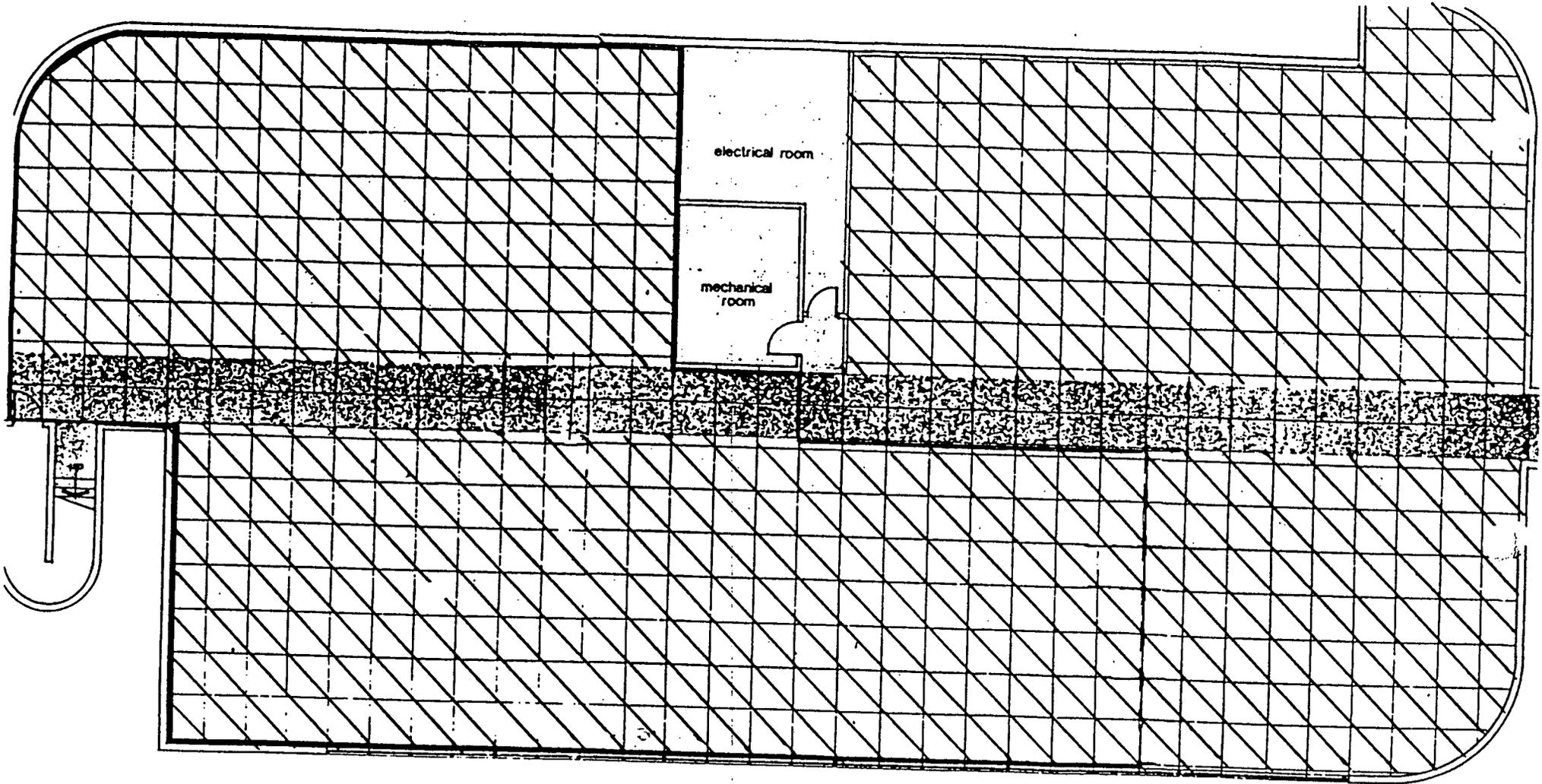
for Thomas Sponsler
City Attorney



Laurence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-7 DATE 4/18/96
DEB BOGSTAD
BOARD CLERK

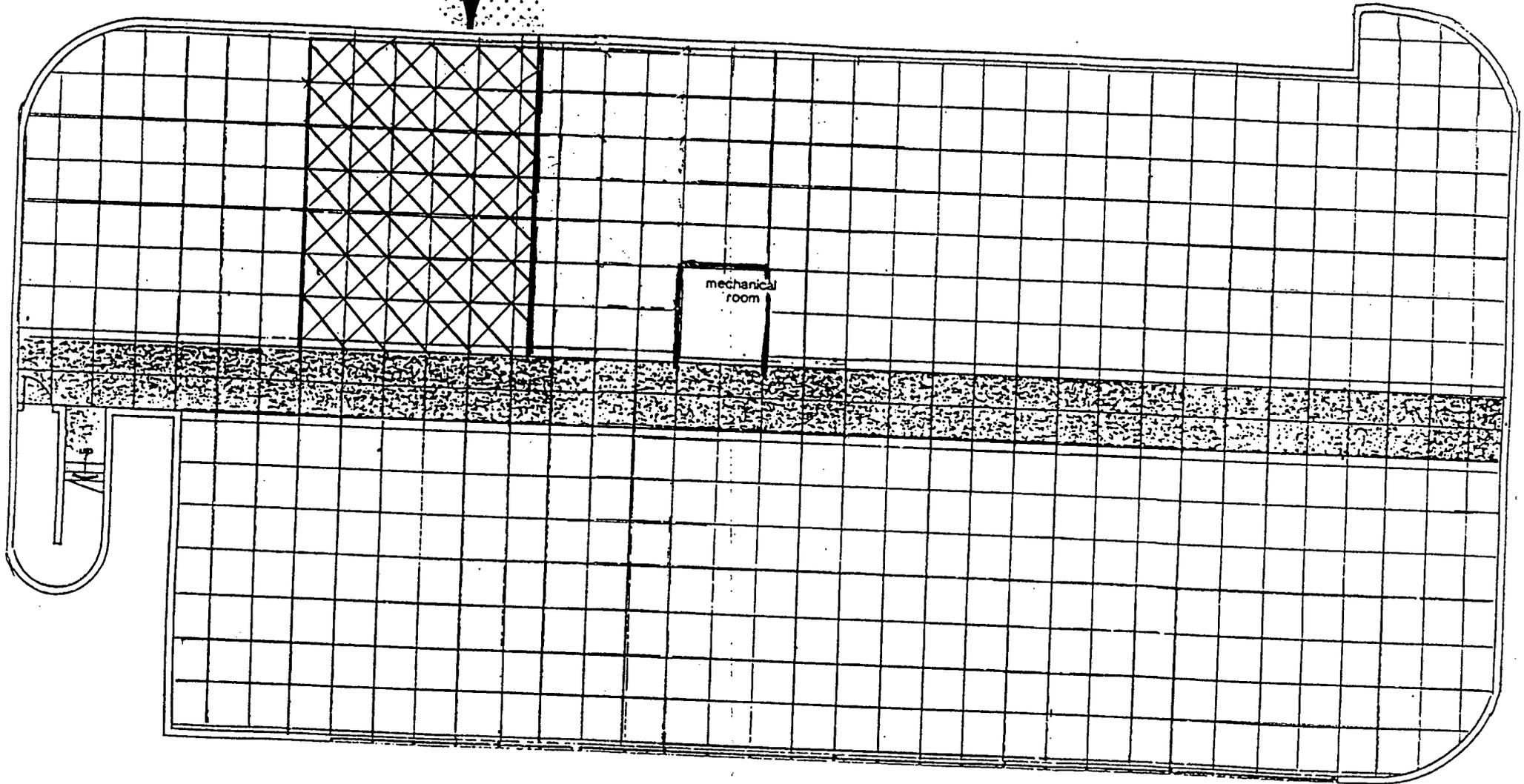
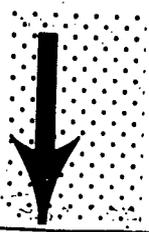
501 BUILDING



LOWER LEVEL
floor plan

501 BUILDING

SUITE 230



FIRST FLOOR

floor plan *

OFFICE BUILDING LEASE

Date: June 1, 1993

Parties: Gresham Professional Group (Landlord)
City of Gresham (Tenant)

Premises:

1. The parties entered into a lease dated November 12, 1987.
2. The aforesaid lease provided that the Tenant shall have an option to extend the leasehold for an additional five years.
3. The Tenant exercised its option to extend the lease for an additional five years by written notice given to the Landlord.

Agreement:

1. **Leased Premises.** Landlord leases to Tenant and Tenant leases from Landlord certain office space (premises) shown in attached Exhibit A. The premises for the purpose of this lease have an area of approximately 8,438 usable square feet located on the lower level (Suite 100), 1,062 usable square feet on the middle level (Suite 230), and 503 usable square feet on the middle level (Suite 220) of the 501 Building, 501 N.E. Hood Street, Gresham, Oregon.

2. **Term.** The Term of this lease shall commence on the 1st day of July, 1993 and end on the 30th day of June, 1998.

3. **Rent.** For the term of this lease, the rent shall be \$343,260.00 (\$68,652.00 per year) and shall be payable in monthly installments of \$5,721.00 on the first business day of each month in advance, the first payment to be made on the first day of July, 1993.

4. **Taxes, Property, Insurance and Utilities.**

a. Tenant has tax exempt status and shall assure that the leased premises qualify as property exempt from real property taxes during the term of this lease. The rent agreed upon by the Tenant and Landlord is predicated on the Tenant's leased premises being exempt from real property taxation and has been adjusted so that the tax reduction benefits the Tenant by a like reduction in rent.

b. The Landlord shall pay for the fire insurance on the building but shall not be responsible and shall not provide fire or extended coverage on the Tenant improvements or personal property of the Tenant.

c. The Landlord shall pay the cost of common area maintenance, structural maintenance and common area janitorial services. Tenant shall pay its pro rata share of electrical and gas utilities, telephone services, janitorial service for premises, solid waste collection and water and sewer utility charges.

5. Assignment and Subletting. The Tenant shall have the right to assign this lease or sub-lease the premises to any Tenant whose use of the premises shall be similar in nature to existing Tenants or for general office purposes. However, no assignment shall release the Tenant from any of its duties hereunder.

6. Early Termination. In the event the Tenant determines that it desires to vacate the premises prior to June 30, 1998, the Tenant shall provide written notice to the Landlord as far in advance as possible, giving the Landlord a date certain after which the leased premises will be vacated. The Landlord shall engage a professional leasing agent and offer the space for lease upon terms substantially the same as provided for in this lease for the remainder of the term. In the event a new Tenant enters into a lease and Landlord is liable to pay the leasing agent a commission, the Tenant shall pay that part of the commission which is reasonably related to the unexpired term of this lease. The Landlord shall advise the Tenant of all offers received so that the Tenant shall have the opportunity to reduce its rental obligation through agreements with third parties. The Landlord and the Tenant shall make their best efforts to secure a new tenant in the event Tenant desires to vacate prior to June 30, 1998. This lease shall remain in full force and effect and both parties shall perform all obligations hereunder until either the lease has expired or a lease for a new Tenant commences whichever occurs first.

7. Use. Tenant shall use the premises for general office purposes and shall not use or permit the premises to be used for any other purpose without the prior written consent of Landlord.

8. Access.

a. The hours of operation for heating, ventilation, and air conditioning (HVAC) services are from 6 a.m. to 8 p.m. Monday through Friday. With at least four hours advance notice to the building manager, the Landlord shall provide HVAC services as needed on evenings and weekends.

b. The structure shall be secured between 6:30 p.m. and 7 a.m. with the exception of limited evening access for janitorial personnel. Tenant shall be provided with keys suitable for after-hours access.

c. The lower level suite will be designed to provide a secured entryway at the southern end of the space and the

northern exit.

9. Parking.

a. Parking space is provided on an unassigned basis.

b. Visitor spaces shall be designated and shall not be used by tenants or building occupants.

10. Signage. Tenant shall have the right to install signing in the common areas on the lower level and first floor, and to provide supplementary monument signage in the landscaped area on Fifth Avenue, clearly designating the presence of City offices. All signs shall be aesthetically compatible with the building architecture. Tenant shall remove its signs at the termination of the lease.

11. Repairs. Landlord shall repair and maintain the structural portions of the building, including the basic plumbing, air conditioning, heating, and electrical systems, installed or furnished by Landlord, unless such maintenance and repairs are a result of Tenant's negligence, in which case Tenant shall pay to Landlord the reasonable cost of such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant.

12. Liens. Tenant shall keep the premises and the property in which the premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.

13. Hold Harmless. Tenant shall indemnify and hold Landlord harmless against and from any and all claims arising from Tenant's use of the premises for the conduct of its operations. Landlord shall indemnify and hold Tenant harmless against any and all claims arising from Landlord's negligence. Tenant shall give prompt notice to Landlord in case of fire or accidents in the premises or in the building or of defects in the fixtures or equipment.

14. Subrogation. Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

15. Services and Utilities. Landlord agrees to furnish to the premises electricity, heat and air conditioning required for the comfortable use and occupation of the premises. Landlord shall also maintain and keep lighted the common stairs, common entries and toilet rooms in the building. There shall be an

abatement of rent for any period of interruption should electrical/power, heating, ventilation, and air conditioning and/or water and sewer service be interrupted for a period longer than 48 hours.

16. Reconstruction. In the event the premises or the building are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to forthwith repair. This lease shall remain in effect, except that Tenant shall be entitled to a proportionate reduction of the rent while such repairs are being made. If the damage is due to the fault or neglect of Tenant, there shall be no abatement of rent.

In the event the premises or the building are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 50% percent of the then full replacement cost of the premises or the building. In the event the destruction of the premises or the building is to an extent greater than 50% percent of the full replacement cost, then Landlord shall have the option: (1) to repair or restore such damage, this lease continuing in effect, but the rent to be proportionately reduced or (2) give notice to Tenant at any time within 30 days after such damage terminating this lease as of a date specified in such notice no less than 30 days and no more than 60 days after the giving of such termination.

Notwithstanding the above, Landlord shall not have any obligation whatsoever to repair, reconstruct, or restore the premises when the damage resulting from any casualty covered under this section occurs during the last 12 months of the term of this lease or any extension thereof.

17. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this lease by Tenant.

- a. The vacating or abandonment of the premises by Tenant.
- b. The failure by Tenant to make any payment of rent when due, where such failure shall continue for a period of 15 days after written notice thereof by Landlord to Tenant.
- c. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this lease to be observed or performed by the Tenant,, other than described in subsection b above, where such failure shall continue for a period of 30 days after written notice thereof by Landlord to Tenant. However, if the nature of Tenant's default is such that more than 30 days are reasonable required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within 30 days and thereafter diligently prosecutes such cure to completion.

18. Remedies in Default. In the event of any such material default or breach by Tenant, Landlord may, with written notice or demand:

a. Terminate Tenant's right to possession of the premises by any lawful means, in which case this lease shall terminate and Tenant shall immediately surrender possession of the premises to Landlord. In such event Landlord shall be entitled to recover from Tenant the cost of recovering possession of the premises and reasonable attorney's fees.

b. Maintain Tenant's right to possession, in which this lease shall continue in effect whether or not Tenant shall have abandoned the premises. In such event Landlord shall be entitled to enforce all of Landlord's rights and remedies under this lease, including the right to recover the rent as it becomes due.

c. Pursue any other remedy hereafter available to Landlord under the law of Oregon.

19. General Provisions.

a. Exhibits attached to this lease and signed by the Landlord and the Tenant are a part hereof.

b. The waiver by Landlord or Tenant of any term shall not be deemed to be a waiver of such term on any subsequent breach of the same or any other term. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term of this lease, other than the failure of the Tenant to pay the particular rental so accepted.

c. All notices given by either party to the other shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States Mail, postage prepaid, addressed to the Tenant at the premises, or to such other place as Tenant may designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord are to be sent by United States Mail, postage prepaid, addressed to the Landlord at the Office of the building, or to such other person or place as the Landlord may designate in a notice to the Tenant.

d. Time is of the essence in this lease and each and all of its provisions in which performance is a factor.

e. Subject to the provisions as to assignment, the terms of this lease shall bind the administrators and assigns of the parties.

f. Tenant shall have quiet possession of the premises for the entire term hereof, subject to all the provisions of this lease.

g. If any installment of rent shall not be received by Landlord or Landlord's designee within 15 days after written

notice that such amount is past due, then Tenant shall pay to the Landlord a late charge equal to 10% percent of such overdue amount.

h. This lease contains all of the agreements of the parties and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this lease may be amended or added to except by an agreement in writing signed by the parties. This lease shall not be effective or binding on any party until fully executed by both parties.

i. In the event of legal action is brought by either party against the other under the lease, the prevailing party shall be entitled to recover all reasonable costs and expenses including the fees of its attorneys in such amount as the court may determine.

j. Upon request of the Landlord, Tenant will in writing subordinate its rights to the lien of any first mortgage, or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the land and building, and to all advances made or hereafter to be made upon the security.

k. Any provision of this lease which shall be invalid shall in no way affect any other provision and such other provision shall remain in effect.

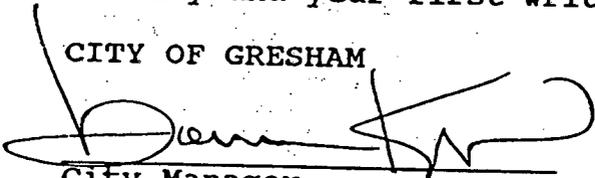
l. No remedy or election shall be deemed exclusive, but shall wherever possible be cumulative with all other remedies.

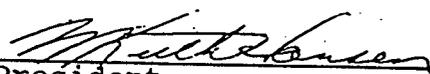
m. This lease shall be governed by the laws of the State of Oregon.

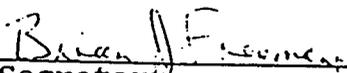
IN WITNESS whereof, the parties have signed this agreement the day and year first written above.

CITY OF GRESHAM

GRESHAM PROFESSIONAL GROUP


City Manager

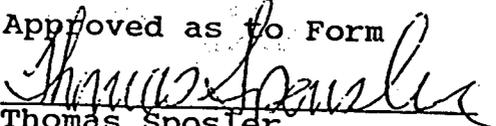

President


Secretary

June 15, 1993

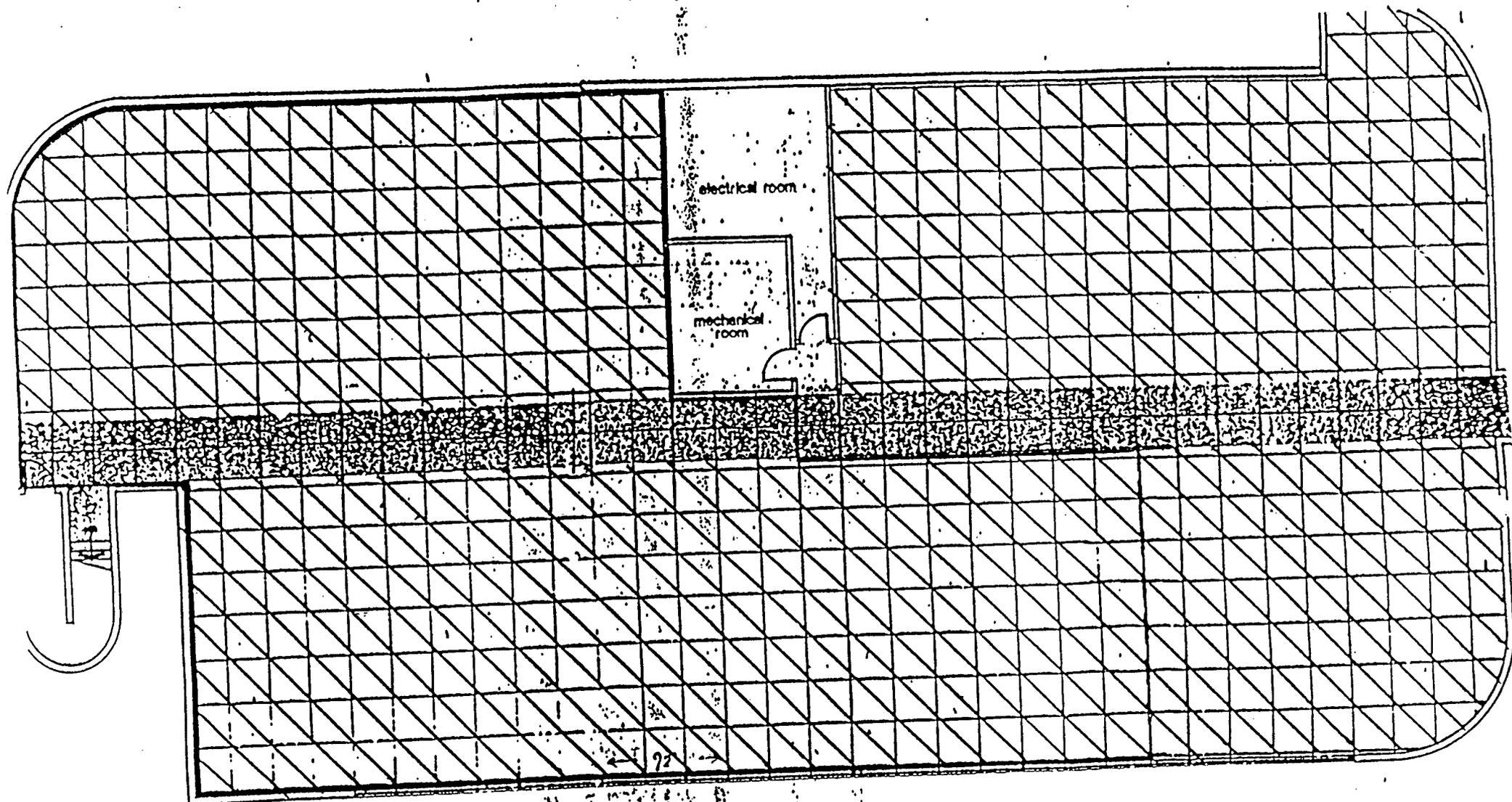
_____, 1993

Approved as to Form


Thomas Sposler
City Attorney

501 BUILDING

Exhibit A



LOWER LEVEL
floor plan

MEETING DATE: APR 18 1996

AGENDA NO: R-8

ESTIMATED START TIME: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: 242nd Avenue Bikeway/Walkway Grant

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: April 18, 1996

Amount of Time Needed: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Transportation and Land Use Planning

CONTACT: Karen Schilling TELEPHONE #: 248-6998

BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Karen Schilling

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Contract approval for local assistance grant from ODOT to build a bikeway and walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor.

4/19/96 ORIGINALS TO CATHEY KRAMER

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 APR -1 AM 11:15

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lawrence Nicholas

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

sd



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION AND LAND USE PLANNING DIVISION
1620 SE 190TH AVENUE
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM:  Larry F. Nicholas, P.E., Director, Dept. of Environmental Services
Ed Pickering, Transportation Planning Administrator

TODAY'S DATE: March 21, 1996

REQUESTED PLACEMENT DATE:

RE: 242nd Avenue Bikeway/Walkway Grant

I. Recommendation/Action Requested:

Approve contract agreement with ODOT to construct a bikeway and walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor.

II. Background/Analysis:

The county received a grant from ODOT to build a bikeway and walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor. These facilities will provide a connection between central Gresham and the Springwater Corridor.

III. Financial Impact:

The county is responsible for \$85,000 and any cost overruns. The total project is estimated to cost \$165,000.

The grant is for 80% of the total project cost or \$80,000, whichever is less.

IV. Legal Issues:

There are no legal issues with this agreement.

V. Controversial Issues:

There are no controversial issues with this agreement.

VI. Link to Current County Policies:

It is the county's policy (Comprehensive Plan Policy 33a and 33c) to provide a safe and efficient multi-modal transportation system.

VII. Citizen Participation:

Informal citizen input identified the need for facilities in this corridor. Citizen testimony is not expected at the Board meeting.

VIII. Other Government Participation:

This project is within the City of Gresham. The city has been informed about the project.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract # 301396

Prior-Approved Contract Boilerplate: Attached Not Attached

Amendment # _____

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement 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 over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>R-8</u> DATE <u>4/18/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Environmental Services Division: Transportation and Land Use Planning Date: 3/21/96

Contract Originator: Karen Schilling Phone: 6998 Bldg/Room: 425

Administrative Contact: Cathey Kramer Phone: 2589 Bldg/Room: 425

Description of Contract: **Local assistance grant from ODOT to build a bikeway and walkway on 242nd Avenue (Hogan Road) from Burnside Road to the Springwater Corridor.**

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

ORS/AR # _____ (Check all boxes that apply) Contractor is JMBE JWBE JQRF JN/A None

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>Oregon Department of Transportation</u></p> <p>Mailing Address: <u>Transportation Building, Room 210</u> <u>Salem, OR 97310</u></p> <p>Phone: <u>(503) 986-3555</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>July 1, 1996</u></p> <p>Termination Date: <u>March 1, 1998</u></p> <p>Original Contract Amount: <u>\$ 165,000.00*</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>* \$ 80,000 ODOT Maximum \$ 85,000 County Match \$ 165,000</p> <p>Remittance Address (if different) _____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other <u>\$ 40,000, then balance</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

REQUIRED SIGNATURES

Department Manager: [Signature] Date: 5/22/96

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: [Signature] Date: 3-29-96

County Chair/Sheriff: [Signature] Date: April 18, 1996

Contract Administration: [Signature] Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	INC DEC
01	154	030	6159			6602					
02											
03											

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

APPROVED ODOT Staff
DATE: December 21, 1995

Misc. Contracts & Agreements
No. 14,035

BIKEWAY/WALKWAY PROJECT AGREEMENT

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "County."

WITNESSETH

RECITALS

1. By the authority granted in ORS 366.514, funds received from the State Highway Trust Fund are to be expended by the State and the various counties and cities for the establishment of footpaths and bicycle trails. The establishment and maintenance of such footpaths and bicycle trails are for highway, road, and street purposes when constructed within the right of way.

2. By the authority granted in ORS 190.110, 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects; with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.

3. Under such authority, State and County plan and propose to construct the Burnside Road to Springwater Trail Section of the 242nd Avenue (Hogan Road) Bikeway/Walkway, hereinafter referred to as "project." The location of the project is approximately as shown on the sketch map attached hereto, marked "Exhibit A", and by this reference made a part hereof.

4. County has determined that the actual total cost of the project is estimated to be \$165,000. This cost shall be shared by 80% by State and 20% by County; in no event shall State participation exceed the total sum of \$80,000 or 80% of the actual cost, whichever is the lesser.

NOW THEREFORE, the premises being in general as stated in the foregoing RECITALS, it is agreed by and between the parties hereto as follows:

Contract No 14,035
Multnomah County

STATE OBLIGATIONS

1. State's Bicycle and Pedestrian Program Manager shall review and concur in the plans prepared by County before construction begins, and shall process all billings submitted by County.

2. Upon receipt of notification that the County is prepared to proceed with the development of project, State shall deposit with County the sum of \$40,000 such amount being equal to 50 percent of the agreed maximum State share of project costs. Said deposit shall not be made prior to July 1, 1996. Upon completion of project, inspection by the Bicycle and Pedestrian Program staff (or a representative of ODOT Region), and receipt from County of an itemized statement of the actual total cost of the project, State shall deposit with County a final payment in an amount which, when added to the initial deposit, would equal State's proportional share of the total project costs, but in no event shall participation by State exceed the total sum of \$ 80,000.

COUNTY OBLIGATIONS

1. County or its consultant shall conduct the necessary field surveys, prepare plans and contract documents; advertise for bid proposals, award all contracts, and supervise construction of the project. Actual construction of the project may be accomplished by County forces, by contract, or by any combination of these methods, as County shall elect.

2. County shall submit a copy of the plans and specifications to State's Bicycle and Pedestrian Program Manager for review and concurrence prior to construction. The project design, signing, and marking shall be in conformance with the Oregon Bicycle and Pedestrian Plan.

3. County shall by March 1, 1997, enter into a contract for development of project with a private contractor or commence actual development if project is to be accomplished by the use of County forces. This deadline may be extended by mutual agreement, but shall not be extended beyond March 31, 1997, in which case State funding shall revert to the State. County shall complete project within one calendar year from initiation of a contract or commencement of the project.

4. County shall, upon completion of project, submit to State Bicycle and Pedestrian Program an itemized statement of the final actual total cost of the project.

5. County shall, upon completion of project, thereafter maintain and operate the completed project at its own cost and expense, and in a manner satisfactory to State.

6. County shall enter into and execute this agreement during a duly authorized session of its Board of Commissioners.

Contract No 14,035
Multnomah County

MUTUAL OBLIGATIONS

1. The Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

The Oregon Transportation Commission approved this grant on December 12, 1995, as part of the Fiscal Year 1997 Bicycle and Pedestrian Program. At that time the Chief Engineer was authorized to execute this agreement for and on behalf of the Commission.

This format approved as to legal sufficiency on December 21, 1995, by Dale K. Hormann, Assistant Attorney General.

APPROVAL RECOMMENDED

STATE OF OREGON, by and through its Department of Transportation

By Michael Roni Date 3-12-96
Bicycle and Pedestrian Program Mgr.

By Thomas D. Velay Date 3/13/96
Chief Engineer

MULTNOMAH COUNTY by and through its Elected Officials:

Larry F. Nicholas Date 3/22/96
Larry F. Nicholas, P.E., Director
Department of Environmental Services

Dan Saltzman Date April 18, 1996
Dan Saltzman, Vice-Chair
Board of County Commissioners

Sandra Duffly Date 3-29-96
for Laurence Kressel, County Counsel
for Multnomah County

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 4/18/96
DEB BOGSTAD
BOARD CLERK**

MEETING DATE: APR 18 1996

AGENDA NO.: R-9

ESTIMATED START TIME: _____

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - RYAN WHITE TITLE IV GRANT

BOARD BRIEFING Date Requested: _____

Requested by: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: APRIL 18, 1996

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: HIV & STD SERVICES

CONTACT: JEANNE GOULD TELEPHONE #: 248-3674 x2529

BLDG/ROOM #: 160/8th Floor

PERSON(S) MAKING PRESENTATION: JEANNE GOULD

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Notice of Intent to respond to a request for proposals from Ryan White Title IV Grant funds for coordinated HIV services and access to research for children, youth, women and families.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

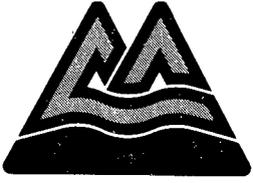
Or

DEPARTMENT MANAGER: Billi Odegaard *TOAF*

BOARD OF
COUNTY COMMISSIONERS
96 APR - 5 AM 11:45
MULTNOMAH COUNTY
OREGON

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Beverly Stein, Chair

FROM: Jeanne Gould, *JG* Manager HIV/STD/Planning

THROUGH: Billi Odegaard, Director *Billi OF*

SUBJECT: Notice of Intent to respond to a Request for Proposals from Ryan White Title IV Grant funds for Coordinated HIV Services and Access to Research for Children, Youth, Women, and Families

DATE: April 3, 1996

The Multnomah County Health Department is requesting approval to respond to a request for proposals from the Hemophilia and AIDS Program Branch, Health Resources and Services Administration, for Ryan White Title IV Coordinated HIV Services and Access to Research for Children, Youth, Women, and Families. The application is due April 19, 1996.

Background and Proposed Program Description

The Health Department currently operates an HIV Health Services Center that provides clinical and case management services to HIV infected individuals. Although the HIV epidemic in Multnomah County has impacted primarily men, women are being diagnosed as HIV+ in increasing numbers. Results of focus groups conducted with HIV+ women show that women have different treatment needs and experience different barriers to treatment access than HIV+ men. This grant project proposes to create a Saturday morning clinic for HIV+ women and children at the Health Department HIV Health Services Center site. The project would provide one-stop comprehensive services for women and children by having staff from community based HIV service providers on-site at the clinic. Services to be included in the proposed Womens' Clinic are medical, case management, advocacy, support groups, legal, housing, mental health, acupuncture, substance abuse, referral to HIV clinical trials. Services will also be available for HIV infected/affected children, including legal services and grief counseling.

Funding Amount

The Health Department anticipates requesting approximately \$400,000 per year, for three years. The project would begin August 1, 1996. There is no requirement for matching funding.