



# MULTNOMAH COUNTY OREGON

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

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

## AGENDA

### MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

#### FOR THE WEEK OF

June 21 - 25, 1993

Tuesday, June 22, 1993 - 9:00 AM - Board Briefings. . . . .Page 2  
Tuesday, June 22, 1993 - 10:30 AM - Budget Work Session . .Page 2  
Tuesday, June 22, 1993 - 1:30 PM - Planning Items . . . . .Page 2  
Wednesday, June 23, 1993 - 9:30 AM - Budget Work Session. .Page 2  
Wednesday, June 23, 1993 - 1:30 PM - Board Briefing . . . . .Page 3  
Thursday, June 24, 1993 - 9:30 AM - Regular Meeting . . . . .Page 3  
Thursday, June 24, 1993 - 1:30 PM - Budget Public Hearing .Page 6

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers  
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers  
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers  
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Tuesday, June 22, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-1 Update on the 1993 Legislative Session. Presented by Fred Neal. 9:00 AM TIME CERTAIN, 30 MINUTES REQUESTED.
- B-2 Presentation and Discussion of the Library Entrepreneurial Initiatives Team Report. Presented by Marcia Pry and Michael Powell, Co-Chairs and Members of the Team. 9:30 AM TIME CERTAIN, 1 HOUR REQUESTED.
- 

Tuesday, June 22, 1993 - 10:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-1 Discussions on the General Fund Revenue Status and the Preliminary Overview of the Proposed Amendments. Presented by Dave Warren. 1-1/2 HOURS REQUESTED.
- 

Tuesday, June 22, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

The Following June 10, 1993 Decisions of the Planning and Zoning Hearings Officer are Reported to the Board for Review:

- P-1 CS 2-93  
WRG 2-93 DENY Request for a Change in Zone Designation from MUA-20, WRG, FH to MUA-20, WRG, FH, C-S, Community Service for Property Located at 19495 NW ST. HELENS ROAD
- P-2 DR 2-93a SUSTAIN the Appellant's Challenge to the Administrative APPROVAL of the Final Development Review, with Respect to the Applicant's Failure to Conduct a Soil Compaction Test for the Northeastern Portion Site. This Portion of the Decision is REVERSED and the Matter Remanded to the Planning Department, for Property Located at 13303 SE RAMONA STREET
- 

Wednesday, June 23, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-2 Policy Discussions and Review of the Proposed Amendments and Programs Suggested by the Board. Presented by Dave Warren. 1-1/2 HOURS REQUESTED.

Wednesday, June 23, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-3 Briefing and Presentation of the Proposed Ambulance Service Area Plans. Presentation will Include Recommendations of the Emergency Medical Services (EMS) Staff, EMS Medical Advisory Board, EMS Provider Board, Portland Area Paramedic Alliance, and Any Other Parties Wishing to Present a Plan for Consideration. Presented by Bill Collins. 2 to 2 1/2 HOURS REQUESTED.
- 

Thursday, June 24, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

MANAGEMENT SUPPORT

- ABP  
C-1 Ratification of an Intergovernmental Agreement, Contract #500083, between Multnomah County and the State of Oregon, Travel Management Services to Provide Travel Management Services to the County through Department Contract, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-2 ORDER in the Matter of the Execution of Quitclaim Deed D930862 to Correct an Historical Error in Title Precipitated by Tax Foreclosure 93-230

DEPARTMENT OF SOCIAL SERVICES

- C-3 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #101653, between the Oregon Health Sciences University/Alcohol Treatment & Training Program and Multnomah County, Mental Health, Youth, and Family Services Division, Alcohol and Drug Program Office to Add Gambling Treatment Services and \$5,878 in Start-Up Funds, for the Period November 1, 1992 through June 30, 1993
- C-4 Ratification of an Intergovernmental Agreement, Contract #102304, between the State Children's Services Division and Multnomah County, Juvenile Justice Division, to Continue Funding for Services in the Assessment Intervention Transition Program, Gang Resource and Intervention Team, and Community Based Programs for Gang Impacted Youth, for the Period July 1, 1993 through December 31, 1993
- C-5 Ratification of an Intergovernmental Revenue Agreement, Contract #10234, between the State Housing and Community

Services Department and Multnomah County Housing and Community Services Division, for Community Action Programs, for the Period July 1, 1993 through June 30, 1995

- C-6 Ratification of an Intergovernmental Revenue Agreement, Contract #102324, between the City of Portland and Multnomah County, Juvenile Justice Division Providing Continued Support for the Youth Employment and Empowerment Project (YEEP), for the Period July 1, 1993 through June 30, 1994
- C-7 Ratification of Amendment No. 2 to Intergovernmental Revenue Agreement, Contract #102993, between the Oregon Mental Health & Developmental Disabilities Services Division (MHDDSD) and Multnomah County Mental Health, Youth & Family Services Division to Pay Oregon MHDDSD \$75,878.56 to Meet Unanticipated Funding Pool Revenue Shortfalls in the Partner's Project Funding Pool Due to Delays in Enrollment of Medicaid Eligible Clients, for the Period Upon Execution through June 30, 1993
- C-8 Ratification of Amendment No. 1 to Intergovernmental Agreement, Contract #103323, between Multnomah County, Mental Health, Youth and Family Services Division, Office of Child and Adolescent Mental Health and the Portland Public School District to Add Educational Services for the Partners Project Clients up to a Maximum of \$10,790.00, for the Period September 1, 1992 through June 30, 1993
- APP* C-9 Ratification of an Intergovernmental Revenue Agreement, Contract #104703, between Multnomah County Mental Health, Youth and Family Services Division's Adult Mental Health Program and Portland Community College to Provide 45 Copies of a 1-Hour Mental Health Training Tape for a Fee of \$1,750 Upon Completion, for the Period March 31, 1993 through June 30, 1993  
*to Rep. Agenda*
- C-10 Ratification of an Intergovernmental Agreement, Contract #104713, between Multnomah County, Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program and the Housing Authority of Portland (HAP) to Provide Conditions and a Means for the State to Convey Funds Directly to HAP, for the Period July 1, 1992 through June 30, 1993

REGULAR AGENDA

DEPARTMENT OF HEALTH

- APP* R-1 NOTICE OF INTENT to Respond to a Request for Applications from the Center for Substance Abuse Treatment: Linking Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services: Demonstration Program

NON-DEPARTMENTAL

- APP* R-2 RESOLUTION in the Matter of Accepting the Report of the Library Entrepreneurial Initiatives Team

93-231

R-3

RESOLUTION in the Matter of Setting Multnomah County Board Policy to Ensure All Service Delivery Contracts and Intergovernmental Agreements be Performance Based Contracts with Goals and Objectives that Include Performance Measurements for FY 94-95

93-232

R-4

Budget Modification NOND #37 to Increase the Pass-Through Appropriation for Business Income Tax Transferred to East County Cities by \$516,529

R-5

RESOLUTION in the Matter of Implementing Recommendations for Improvement of Tax Title Policies (Continued from June 17, 1993)

MANAGEMENT SUPPORT

R-6

Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 5.70, Business Income Tax; Creating Multnomah County Code Chapter 5.60, Multnomah County Business Income Tax Law; Providing for Administration and Collection and All Related Matters

768

R-7

RESOLUTION in the Matter of Consolidating Administration of the Multnomah County Business Income Tax and the Portland Business License Fee (Continued from June 17, 1993)

93-233

R-8

Budget Modification NOND #36 to Record \$60,980 of Service Reimbursements for Employees Budgeted in the 1992-93 Insurance Fund to Comply with the Auditor's Recommendation that their Benefits be Shown as Expenditures in the Insurance Fund

SHERIFF'S OFFICE

R-9

Budget Modification MCSO #15 Requesting Authorization to Reclassify a MCSO Personnel Analyst Position to an Administrative Analyst Position Effective 9/12/93

9-12-92

R-10

Budget Modification MCSO #16 Requesting Authorization to Cut Funding for Columbia Villa Deputy and Sergeant Positions, and Transferring this Funding to Two Community Services Officers Positions

R-11

Budget Modification MCSO #17 Requesting Authorization to Transfer \$623,882 from General Fund Contingency to Provide for Costs Associated with Corrections Officers Wage Settlement

R-12

Budget Modification MCSO #18 Requesting Authorization to Transfer \$31,063 from General Fund Contingency to Provide for Costs Associated with Columbia Villa Safety Action Team

R-13

Ratification of an Intergovernmental Agreement, Contract #800693, between Multnomah County, Sheriff's Office and the City of Portland to Provide Fingerprint and Photographs of Individuals Arrested for Crimes, for the Period July 1, 1992 through June 30, 1994

COMMUNITY CORRECTIONS

*APP*  
R-14 Budget Modification DCC #33 Requesting Authorization to Reduce Materials & Services Budget and Increase Personal Services Budget by \$25,118

*APP*  
R-15 Budget Modification DCC #34 Requesting Authorization to Reduce Personal Services Budget and Increase Capital Budget by \$14,165

*UC Item*  
DEPARTMENT OF ENVIRONMENTAL SERVICES

*UC Ordinance - 769 Approved*

*APP*  
R-16 Ratification of an Intergovernmental Agreement between the City of Portland, Mid-County Sewer Project and Multnomah County, Parks Division to Reimburse the City for Sewer System Development Charges for the Glendoveer Golf Course, for the Period June 30, 1993 through June 30, 2013

*APP*  
R-17 Request for Policy Direction in the Matter of a Request by Albina Ministerial Alliance to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Commonly Known as 73 NE STANTON STREET (Continued from June 17, 1993)

*APP*  
R-18 Request for Policy Direction in the Matter of a Request by Richard A. Hopman to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 2031 NE 59TH AVENUE (Continued from June 17, 1993)

*APP*  
R-19 Request for Policy Direction in the Matter of a Request by Teen Challenge of Oregon to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 125 SE 11TH AVENUE (Continued from June 17, 1993)

*Motion to Deny Request*  
\*R-20 Request for Policy Direction in the Matter of a Request by Michael James McCoun to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 4837 NE 33RD AVENUE (Continued from June 17, 1993)

*C-9*  
\*R-21 Request for Policy Direction in the Matter of a Request by Janet Lee Maxwell to Repurchase Certain Tax Foreclosed Property Deeded to Multnomah County Located at 5812 NE 14TH AVENUE (Continued from June 17, 1993)

PUBLIC COMMENT

R-22 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

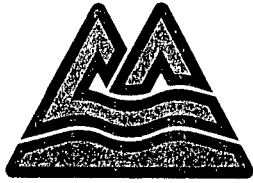
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Thursday, June 24, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

PH-1 The Multnomah County Board of Commissioners, Sitting as the Multnomah County Budget Committee, Will Convene for the Purpose of Receiving Public Testimony Regarding Allocations on the 1993-94 Budget.



# MULTNOMAH COUNTY OREGON

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

## BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY •	CHAIR •	248-3308
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SHARRON KELLEY •	DISTRICT 4 •	248-5213
CLERK'S OFFICE •	248-3277 •	248-5222

## SUPPLEMENTAL AGENDA

*Tuesday, June 22, 1993 \*1:30 PM*

### \*IMMEDIATELY FOLLOWING PLANNING ITEMS

*Multnomah County Courthouse, Room 602*

## BOARD BRIEFING

*B-2a Update and Discussion Regarding Columbia Park/Edgefield.  
Presented by Bob Oberst and Will Werner. 30 MINUTES  
REQUESTED.*

0265C/84  
cap

BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 6-24-93

Agenda Item #	Motion	Second	APP/NOT APP
<u>C-1 thru</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>C-10</u>	<u>S</u>	<u>S</u>	<u>S</u>
<u>C-9 Removed</u>			
<u>R-1</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
<u>R-2</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
	<u>Motion to Sub Resolution</u>		
<u>R-3</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
	<u>TC</u>	<u>SK</u>	<u>App</u>
<u>R-4</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
	<u>Motion to Set over Indef.</u>		
<u>R-5</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-6</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
<u>R-7</u>	<u>DS</u>	<u>SK</u>	<u>App</u>
<u>R-8</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-9</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-10</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-11</u>	<u>SK</u>	<u>TC</u>	<u>App</u>

BOARD OF COUNTY COMMISSIONERS  
FORMAL BOARD MEETING  
RESULTS

MEETING DATE: 6-24-93 p. 2

Agenda Item #	Motion	Second	APP/NOT APP
<u>R-12</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-13</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-14</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>R-15</u>	<u>SK</u>	<u>GH</u>	<u>App</u>
<u>UC Item</u>	<u>SK</u>	<u>TC</u>	<u>App</u>
<u>R-16</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>R-17</u>	<u>GH</u>		<u>App</u>
<u>* motion to</u>			
<u>R-18</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
<u>R-19</u>	<u>GH</u>	<u>SK</u>	<u>App</u>
<u>motion to deny request</u>			
<u>R-20</u>	<u>TC</u>	<u>SK</u>	<u>App</u>
<u>* R-21</u>	<u>GH</u>		<u>App</u>
<u>Public Comment</u>			
<u>R-22</u>			

MEETING DATE: JUN 24 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Agreement with State of Oregon - Travel Management Services

**BOARD BRIEFING**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** \_\_\_\_\_

**REGULAR MEETING:**      **Date Requested:** June 24, 1993

**Amount of Time Needed:** 5 minutes

**DEPARTMENT:** MSS      **DIVISION:** Finance

**CONTACT:** Patrick Brun      **TELEPHONE #:** 248-3316  
**BLDG/ROOM #:** 106/1430

**PERSON(S) MAKING PRESENTATION:** Patrick Brun

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY      ☐ POLICY DIRECTION      ☒ APPROVAL      ☐ OTHER

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

Provides travel management to County through State Department's contract,  
Away Travel #1675, American Express #2158, City Corp Diner's Club #2159.

*Sent Originals to  
Patrick Brun on  
6-25-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 15 PM 12:18  
MULTI-NOMAL COUNTY  
OREGON

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Hank Higgins

**OR**

**DEPARTMENT MANAGER:** \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500083Amendment # \*

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-1</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK
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Department MSS Division Finance Date June 14, 1993Contract Originator Patrick Brun Phone 2562 Bldg/Room 106/1430Administrative Contact Theresa Sullivan Phone 3312 Bldg/Room 106/1430
 Description of Contract Provides travel management services to County through Department Contract.  
Away Travel #1675, Americna express #2158, City Corp Diners Club #2159.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon, St. of General ServicesMailing Address 1225 Ferry Street NE  
Salem, OR 97310Phone 378-4642Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 0

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**Department Manager *David A. Boyer*Purchasing Director  
(Class II Contracts Only) *Bob D. Boy*County Counsel *Ch. Higgins*

County Chair / Sheriff \_\_\_\_\_

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$ Revenue ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 6/14/93

Date \_\_\_\_\_

Date 6/14/93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.												
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ATTACHMENT A  
STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

COMMODITY CODE: 62960

SC NUMBER: 1675  
REVISION NUMBER: 001  
EFFECTIVE DATE: 01/01/92

SERVICE: PROVIDE TRAVEL MANAGEMENT SERVICES TO ALL STATE  
AGENCIES (INCLUDING STATE SYSTEM OF HIGHER  
EDUCATION) AND CERTAIN SPECIFIED POLITICAL  
SUBDIVISIONS

AGENCY: ALL STATE AGENCIES, AND CERTAIN  
SPECIFIED POLITICAL SUBDIVISIONS

CONTRACTOR: AWAY TRAVEL/CARLSON TRAVEL  
SEE SUPPLEMENTAL INFORMATION  
OR

TELEPHONE: (503) 926-8654 CONTACT: DAVE RICHARDS

PRICE: SEE SUPPLEMENTAL INFORMATION

TERMS: SEE SUPPLEMENTAL INFORMATION

CONTRACT PERIOD: JAN 1, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: \$100,000

INSURANCE: COMMERCIAL LIABILITY \$1,000,000  
AUTO LIABILITY \$1,000,000  
EMPLOYEE DISHONESTY BOND \$25,000  
WORKERS COMPENSATION

CONTRACT ADMINISTRATION:

PURCHASING DIVISION - ANNA MCNEIL 378-4778  
DEPT. OF HIGHER ED. - HERB SPARKS - 737-0840  
EXECUTIVE DEPARTMENT - BARBARA CARRANZA - 378-3849

COMMENTS:

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CORRECTION MADE TO: PAGE 3 (TICKET DELIVERY); PAGE 5 (MANDATORY  
CONTRACT USAGE AND EXCEPTIONS).  
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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 12/06/91  
BID NO.: 10100004 91

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 2

REVISION NUMBER: 001

SC NUMBER: 1675

COMMODITY CODE: 62960

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CONTRACT SUMMARY

WORK TO BE PERFORMED: Contractor shall provide all personnel, labor, equipment, materials and supplies to furnish complete travel management services on this contract. The only service exceptions will be international travel and charter services, which will be optional-use items at the State's discretion. (See Mandatory Contract Usage.)

POLITICAL SUBDIVISIONS: certain political subdivisions desire to participate in this contract as named below:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, participating political subdivisions will have the status of all other state agencies. Throughout this document, the word "State" is defined to include these participating subdivisions as well as state agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH AMENDMENT.

The Department of General Services, Purchasing Division, is the issuing office for this contract. All questions and/or correspondence pertaining to this contract shall be directed to:

Anna McNeil  
Purchasing Division  
Department of General Services  
1225 Ferry Street SE  
Salem, OR 97310

PHONE (503) 378-4778  
FAX (503) 373-1626

CONTRACTOR'S RESPONSIBILITIES

The following are the MINIMUM SERVICE REQUIREMENTS to be provided by Contractor:

TRANSPORTATION: Contractor shall schedule, book and ticket air, rail and ground transportation at the lowest available fare to meet the arrival/departure times and destinations required by the traveler. See TRAVEL AGENCY GUIDELINES (attached) for more details on this item.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 3

REVISION NUMBER: 001

SC NUMBER: 1675

COMMODITY CODE: 62960

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**SEATING ASSIGNMENTS:** When making bookings, Contractor shall help traveler to arrange seating assignments, as possible. Contractor cannot be held responsible for changes made by airlines or other carriers that are out of Contractor's control.

**LODGING:** Contractor shall schedule and arrange lodging accommodations as required to meet the needs of the traveler at the most economical cost to the State.

**CAR RENTALS:** Contractor shall make car rental reservations as required using rates that provide the lowest cost to the State.

**GROUP TRAVEL:** Contractor shall arrange group travel services as required for any size group, including athletic teams, at the most economical cost to the State. (See Mandatory Contract Usage clause for exceptions.)

**TICKET DELIVERY:** Contractor shall deliver tickets to designated locations by messenger or mail. If necessary, Contractor shall arrange EMERGENCY ticket pick-up (usually to be picked up at the point of departure ie. an airport) at no additional cost to the State other than the airline's customary surcharge for such a service.

(Note: The direct cost of "RUSH" deliveries, requested by the State, that require overnight/express delivery service or other means than the regular delivery service shall be charged to the requesting agency.)

**TOLL FREE TELEPHONE SERVICE:** Contractor shall provide 24-hour toll free telephone service to the State agencies and travelers.

**FARE MONITORING:** Contractor shall provide procedures to monitor fares on a scheduled basis for the reissuing of tickets where fares have decreased and to issue tickets prior to fare increases.

**AGENCY PROCEDURAL REQUIREMENTS:** There are over 100 state agencies, boards, commissions and institutions involved in this contract. Contractor will be required to handle and accommodate individual agency requirements and procedures to ensure all travel booked is authorized. Contractor will use the policy TRAVEL AGENCY GUIDELINES as applicable.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 4

REVISION NUMBER: 001

SC NUMBER: 1675

COMMODITY CODE: 62960

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**MANAGEMENT REPORTS:** Contractor shall provide monthly management reports as requested by agencies, including information on savings, carriers utilized, sales per carrier, destination per carrier, why lowest fare was not used, lodging and rental car reservations, and other travel experience data that will permit improved management and planning of State travel expenditures.

**CONSULTATION/NEGOTIATION:** Contractor shall provide management consultation to the State about such topics as the effects of deregulation, computer technology and all aspects of travel management and planning. Contractor shall initiate and provide assistance in negotiating discounted rates with airlines, hotels and car rental companies, based on State travel volume and needs.

**TRAINING/ORIENTATION:** Contractor shall provide group orientation sessions at agency request. Contractor shall train State staff on site as needed to facilitate and coordinate travel planning and management at the agency level. In addition, Contractor shall be required to help plan, prepare and present programs on timely, travel-related topics at the Quarterly Travel Coordinator meetings. These meetings are currently held in Salem, and all agencies that participate in this contract are invited to send representatives. (Currently there are over 150 designated Travel Coordinators in this group.)

Contractor shall also be required to attend and participate in the regular meetings of the Travel Management Advisory Council, a group of agency representatives who assist the state in policy-making and planning tasks relating to travel management. This group currently meets as needed in Salem.

**Training materials:** Contractor shall be expected to provide all training materials, travel information or other program materials as needed to all participants of any training/planning session as described above. A regular newsletter focused on the needs of the State traveler is optional and if offered, must be produced on paper containing the minimum state standard of recycled materials.

**QUALITY ASSURANCE:** Contractor shall provide procedures to monitor the quality and costs of travel services provided under this contract on a continuous basis. This will include a staff training and transaction inspection system that covers all services performed and a method for identifying and correcting deficiencies. This program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 5  
REVISION NUMBER: 001  
SC NUMBER: 1675

COMMODITY CODE: 62960

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**FACILITIES AND STAFFING:** Contractor shall provide sufficient facilities and staffing to assure prompt, reliable service to the State. Staff assigned to provide service to state travelers shall be fully trained in the service needs of the State before they are assigned to provide services under this contract.

**BILLING:** Contractor shall establish procedures that conform to generally accepted accounting and auditing principles to ensure that billings are for State authorized travel only. All domestic airfare shall be charged to the agency's correct central billing charge account which will be provided to each agency under a separate contract. All personal travel shall be charged to the traveler, without exception.

**RECONCILIATIONS:** Contractor shall provide necessary information to enable agencies to reconcile all charges on central billing charge accounts maintained by the State.

**FARE QUOTES:** Contractor shall provide documented air fare quotes for use by State travelers, who travel by other means than flying, to support "in lieu of" reimbursements.

**INTERNATIONAL TRAVEL SERVICES:** Contractor shall provide complete international travel assistance for travelers, including air and ground transportation arrangements, air-fare pricing information, lodging arrangements, information/help with currency exchange rates, visas, passports, health requirements, group travel, etc.

**CHARTER SERVICES:** Contractor shall arrange charter services, ie. air and bus transportation as required for individuals and groups, including athletic programs, at the most economical cost to the State, given the schedule of the group.

**PREFERENTIAL LODGING RATES:** Contractor arranges and maintains access for state travelers to use national consortiums or other systems that provide preferential hotel rates, discounts on first-night stay and/or access to "blocked" rooms.

**MANDATORY CONTRACT USAGE AND EXCEPTIONS:** All state agency personnel shall use this contract to obtain travel services for all domestic air travel, both within the state and out-of-state. This includes clients, children and others who are in the care custody or control of the state while traveling. However, there will be occasions where it is not practical to use the Contractor to make arrangements. These situations will be dealt with on a case-by-case basis. The procedure that the State will follow when and if it needs to purchase travel services elsewhere is as follows:

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 6  
REVISION NUMBER: 001  
SC NUMBER: 1675

COMMODITY CODE: 62960

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NOTE: This policy does not apply when travel is arranged and paid for by a third party and no state reimbursement is made.

AGENCY EXCEPTION REQUEST FORM: Designated travel coordinators will be provided with an agency travel exception request form to use when requesting Contractor review/release of travel arrangements.

TRAVEL EXCEPTION REQUEST PROCEDURE:

1. The agency contacts Contractor for an initial quotation.
2. If the agency finds a lower price or better arrangements through another source, they shall contact Contractor and provide all pertinent information. Contractor shall evaluate the information and has the option to match the offer and make the same arrangements or to release the agency to book its arrangements elsewhere.

INVOICING AND PAYMENT: All airline fares will be paid for at the time booking is made by charging them to the State credit billing system. Bookings will be made in accordance with the policy, TRAVEL AGENCY GUIDELINES. All other costs will be paid by the agency or employee. Employees who are authorized to have a state- traveler credit card will be encouraged to use that card to charge other services at the time of booking, arrival or departure, in accordance with the usual and customary policy of the circumstances.

AGENCY ACCOUNTS: Contractor may set up accounts for agencies to use for charging services other an airfare, on an agency by agency basis. However, Contractor is not obligated to do so. If Contractor sets up a charge account for any agency, Contractor shall invoice in accordance with Contractor's standard policy (ie. monthly for services performed or upon completion of each transaction.) The agency shall then make payment to Contractor in accordance with its regular payment procedure.

PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions.

All services shall be performed int the most highly professional manner, and in accordance with the utmost industry standards. Unless the means or methods of performing a task is specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 7  
REVISION NUMBER: 001  
SC NUMBER: 1675

COMMODITY CODE: 62960

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Failure to meet the performance requirements of this contract shall constitute breach of contract.

The State, by written notice to Contractor, may cancel the whole or any part of this contract:

- A. If Contractor fails to provide the services required by this contract within the time specified or fails to perform any other provision of this contract; and
- B. If Contractor, after receipt of written notice from the State, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

CONTACT PERSONS: Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to State the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, the State reserves the right to call collect.

TERMINATION: The contract, including extensions, may be terminated by mutual consent of both parties, or by the State at its discretion, upon 90 days' written notice.

CONTRACT EXTENSION: At the option of the State, the contract may be extended for additional periods upon 30 days' written notice to Contractor. The total term of the contract, including extensions, may not exceed five years, in accordance with Exemption Order 0205.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 8

REVISION NUMBER: 001

SC NUMBER: 1675

COMMODITY CODE: 62960

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FACILITIES AND LOCATIONS

Away Travel/Carlson Travel  
3 SE Monroe Parkway  
Lake Oswego, Or 97035  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 635-9201  
800-634-2306  
FAX: (503) 636-0989

Away Travel/Carlson Travel  
10230 SW Washington Square Rd.  
Portland, Or 97223  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 620-3636  
800-624-4865  
FAX: (503) 620-5406

Away Travel/Carlson Travel  
350 Mission St NE  
Salem, Or 97302  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 370-7442  
800-289-2959  
FAX: (503) 370-7320

Carlson Travel  
729 NE Oregon St. STE 110  
Portland, Or 97232  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 239-9136  
800-348-5168  
FAX: (503) 239-9161

Away Travel/Carlson Travel  
429 E. Main  
Monmouth, Or 97361  
Hours: 8:00 AM - 5:30 PM Mon- Fri  
Phone: (503) 838-3313  
800-826-7734  
FAX: (503) 838-4202

Explorer Travel Service  
521 E Main St  
Ashland, Or 97250  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 488-0333  
800-242-2929  
FAX: (503) 488-1120

Away Travel/Carlson Travel  
1545 NW Monroe St.  
Corvallis, Or 97330  
Hours: 8:00 AM - 5:30 PM Mon- Fri  
Phone: (503) 757-9792  
800-334-2929  
FAX: (503) 758-1631

Sunshine Travel  
719 Main St  
Klamath Falls, Or 97601  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 884-5141  
800-344-9911  
FAX: (503) 883-8183

Away Travel/Carlson Travel  
801 SE Chicago St.  
Albany, Or 97321  
Hours: 8:00 AM - 5:30 PM Mon-Fri  
Phone: (503) 928-8828  
800-937-2959  
FAX: (503) 926-8825

Away Travel/Carlson Travel  
800 Olive St  
Eugene, Or 97401  
Hours: 8:00 AM - 5:50 PM Mon-Fri  
Phone: (503) 687-2250  
800 242-2929  
FAX: (503) 343-8054

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

ATTACHMENT B

COMMODITY CODE: 62960

SC NUMBER: 2158

SERVICE: BUSINESS CHARGE CARD SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE  
COUNTIES OF LANE, MULTNOMAH & CLACKAMAS

CONTRACTOR: AMERICAN EXPRESS TRAVEL  
16040 CHRISTENSEN RD STE 104  
SEATTLE WA 98188

TELEPHONE: (206) 248-4222 CONTACT: MS. KIM BATSON

PRICE: NO CHARGE TO USE CARD, NO ANNUAL FEE.

TERMS: SEE CONTRACT SUMMARY

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND: NONE REQUIRED

INSURANCE: COMPREHENSIVE GENERAL LIABILITY	\$ 5,000,000
AUTOMOBILE LIABILITY	1,000,000

CONTRACT ADMINISTRATION:  
ANNA MCNEIL, DGS PURCHASING, 378-4778

COMMENTS: THIS CONTRACT IS OPTIONAL FOR AGENCIES TO USE.

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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92  
BID NO.: 10100002 92

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 2

COMMODITY CODE: 62960

SC NUMBER: 2158

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This contract is OPTIONAL for agencies to use.

**BUSINESS CHARGE CARD SYSTEM:** Contractor shall issue plastic nonrevolving charge cards to designated employees who qualify for them under Contractor's approval guidelines. Cards are to be used by employees for business travel purposes only. Cards shall be issued in the name of the employee, with the agency name shown on the card when requested by the agency.

**PARTIES TO THE CONTRACT:** This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

**EFFECTIVE DATE:** Contractor shall have accounts for Business Charge Card system in place within a reasonable time after contract effective date.

**SERVICE/TRAINING:** Contractor will appoint an experienced implementation team to conduct employee seminars and develop customized information materials to ensure the maximum benefit to the State and the employees. Each State agency will appoint a program administrator to work as a liaison between that agency and American Express. The program administrator will coordinate, with Contractor's implementation team, their agencies' needs and assist Contractor in the definition of agency policy identifying potential cardholders and notifying those employees regarding orientation meetings. Contractor will design implementation schedules for each agency at specified locations. Contractor will offer general sessions for each agency to outline agency policies, address specific travel charge card questions and issue travel charge card applications. Handouts will be provided as a detailed reinforcement stating how to fill out the custom application, the time frame for receiving a card, the billing procedure and fiscal responsibilities.

**INVOICING and PAYMENT:** Each expense report shall include a receipt showing:

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 3

COMMODITY CODE: 62960

SC NUMBER: 2158

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- Cardmembers name and account number
  - Date of the transaction
  - Name of the establishment
  - Dollar amount of the expenditure
  - Signature of the employee
  - Area set aside on the back to provide detailed documentation of the expense.

Monthly statements to each cardholder will show:

- Previous balance
- New charges and other debits
- Payments and other credits
- Cut-off date for the processing of charges, payments and credits.

Each statement is supported by the descriptive billing of all activity associated with the account during a particular billing period.

To help reconciliation of accounts, Contractor provides a hard copy of all charges and credits associated with the billing with the statement. For items submitted to Contractor in non-hardcopy form, Contractor will generate a facsimile of the original item. This will normally occur for car rental charges and some service station charges.

Contractor suggests expense reports be submitted within at least 5 business days of the conclusion of a trip or reporting period. Charges incurred through the use of the corporate charge card shall be billed directly to the employee. The employee is responsible for paying all charges incurred.

On approximately the 30th of each month, individual cardmembers will receive a statement from Contractor. The employees shall then reconcile their statements and submit payment for the total amount due directly to Contractor. Funds for payment to Contractor will be obtained through the normal expense reporting and reimbursement process. At the same time that employees receive their monthly statement from Contractor, the State of Oregon receives various management reports which provide complete audit and management information to facilitate control, planning and cost reductions in direct and indirect travel costs.

No interest is charged; however, a delinquency charge is assessed when accounts are 60 days or more past due.

OVERDUE ACCOUNTS: Approximately seven days after the monthly cut-off date, each cardmember receives a statement from Contractor. Terms are "payable upon receipt," however, when payment is received before the next billing cut-off date, the account is considered current.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 4

COMMODITY CODE: 62960

SC NUMBER: 2158

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Thus, the cardmember has approximately 23 days to remit payment in order to stay current.

When a charge is first included within an unpaid "Previous Balance" on a monthly statement, it is considered 30 past due. The statement will include a message reminding the individual that payment is overdue. Contractor does not suspend or cancel accounts that fall 30 days past due, nor assess a delinquency fee.

Once a balance of \$50 or more has been included within an unpaid "Previous Balance" for a second time (60 days past due), it will be considered seriously delinquent and a delinquency assessment of \$15 or 2-1/2%, whichever is greater, will be added to the statement for that portion of the billings which is 60 days past due. At this time, Contractor will normally suspend, but not cancel, an individual's ability to charge.

Once a balance ages 90 days past due, or charges are included within an unpaid "Previous Balance" for a third time, Contractor applies a delinquency charge of 2-1/2% to all non-current balances. Delinquency assessments will not exceed the maximum allowed by law. At 90 days past due, Contractor will cancel an individual's card. Additionally, Contractor reserves the right to accelerate the suspension/cancellation time frames if the cardmember displays a pattern of late or dishonored payments.

REIMBURSEMENT OPTIONS:

Individual Billing/Central Payment Option: Under this option, the State pays all APPROVED charges billed to cardmembers with a single payment. Cardmembers still receive and reconcile their monthly bill and pay Contractor directly for all unapproved charges. The State pays Contractor the amount equal to all approved charges on cardmembers expense reports. Payment may be made by check to a Remittance Center or electronically via wire transfer.

For automated system for reporting, processing, reconciling and reimbursing corporate travel expenses, the Expense Management System (EMS) is available. To use it, a telecommunications link with Contractor's computer network is needed. There is no software to buy and the only requirement is that existing equipment be IBM compatible. In using the EMS, an agency can key in expense report data centrally, allow employees to key it themselves or have employees fill out expense reports manually, for keying by support staff. Once the EMS report is verified, a draft can be prepared by Contractor that is drawn on the State's bank account and payable to the employee, or the employee can be credited through an electronic funds transfer to his or her account.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 5

COMMODITY CODE: 62960

SC NUMBER: 2158

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CUSTOMER SERVICE (TSC): Toll-free telephone number: 800-528-2122, available 24 hours a day, 7 days a week. Use this number for disputes, inquiries, problems and emergency assistance. The Cardmembers Guide, available from Contractor, contains descriptions of additional customer services available.

LIABILITY: State will be responsible for duly authorized charges only.

LOST/STOLEN CARDS Cardmembers can obtain a replacement card on the same day requested or by the next business day through most of American Express' over 1,700 travel service offices, representative offices or card service centers. The white pages of every city's phone book lists the Contractor's 800 number. These offices will either emboss a replacement card on the spot, or refer the cardmember to an alternate office for pickup. If there is no on-site embossing location in the vicinity, a replacement card can be sent via a representative office by the next business day. The cardmember will be required to provide positive identification at the time the card is picked up or delivered. The cardmember is not liable for any charges resulting from unauthorized use.

MANAGEMENT REPORTS: Each agency's management may choose from the following standard corporate card management information reports:

- Two Monthly Account Control (MAC) Reports, a Cardmember Activity Report, Cardholder Listing, and Vendor reports.

At approximately the same time the employees receive their bill, management will receive what is referred to as a Monthly Account Control (MAC) Report. The two types of MAC reports are Detailed and Consolidated. The purpose of the MAC report is to provide the individuals responsible for overseeing travel expenditures, the ability to monitor the account activity of those employees who have been issued an American Express Cards.

The DETAILED report includes:

- Account Status: A recap showing one-line totals for charges, account aging, and inactive/active cards.
- Financial Analysis: The charge and credit activity of those employees issued cards in account number order and their aging order.
- Breakpoint Analysis: An optional listing of cardmembers that exceed spending limits set by the State of Oregon. Breakpoint options are: \$500-\$999; \$1,000-\$2,499; \$2,500-\$4,999; and \$5,000+.

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 6

COMMODITY CODE: 62960

SC NUMBER: 2158

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- Cardmember Reference. An alphabetical listing of cardmembers, including account numbers, dates/reasons for canceled/reinstated card, enrollment date, 12-month aging and total charges data, average monthly charges and page cross reference.

The system is designed in such a manner that Contractor has the capability of breaking out the report according to each agency's structure. In most cases, users are able to minimize the involvement of central staff while maximizing the control procedures.

CARDMEMBER ACTIVITY REPORT: Each agency will receive a detailed listing of all cardmembers' charge/credit activity for each billing period. This provides a printout of original charge activity including name and location of the service establishments and original currency of charge item.

ALPHA/NUMERIC LISTING: These listings are produced on a monthly or quarterly basis to facilitate cross-referencing between cardmember name and American Express account numbers. One list is in alphabetical order by employees' last names. The other is in American Express account number sequence.

ENHANCED VENDOR ANALYSIS REPORTS: These reports are being implemented in 1992. These can provide the State of Oregon with an accurate profile as to how and where travel dollars are being spent. These reports can be produced monthly, quarterly, semi-annually and annually. They detail expenses by cardmember account number and vendor location, and summarize expenses by vendor within each expense category. The summary totals show monthly and year-to-date figures and can run concurrently with the State of Oregon's fiscal year.

CUSTOMIZED REPORTS:

- On-Line Access is available to allow travel managers to access, through passwords, the entire data base (for senior level staff) or for department level data only, for management staff within specific divisions or locations. The On-Line Access will allow the State to access its own cardmember data, and design management reports in any format desired.
- Report on Request. American Express Operations maintains a software unit dedicated to addressing the custom reporting requirements of its customers. This unique service will allow the State of Oregon the option to create customized reports, should the standard Management Information not accommodate its needs. Turnaround time on requests varies depending on the complexity of

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 7

COMMODITY CODE: 62960

SC NUMBER: 2158

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the request and availability of pertinent data. These reports will be available to the State of Oregon at no additional charge.

American Express MIS reports are available in hard copy, diskette, magnetic tape, microfiche, cartridge, electronic transfer or through On-Line Access.

CHARGE CARD ACCEPTANCE: The American Express Card is accepted at:

LODGING: All major hotel chains as well as most independent properties frequented by business travelers. Over 200,000 lodging establishments accept American Express, over 85,000 of which are in the United States.

RESTAURANTS: Over 385,000 restaurants, 145,000 of which are in the U.S.

CAR RENTAL: Every car rental company normally utilized by the business traveler.

TAXI CABS: Many taxi cabs and hired cars all across the U.S.

SERVICE STATIONS: Over 100,000 service stations around the country, including stations of the following oil companies:

Chevron  
Gulf  
Exxon  
Marathon

Conoco  
Texaco  
Phillips  
Sunoco

Mobil  
FINA  
Unocal (Union 76)

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

ATTACHMENT C  
SC NUMBER: 2159

COMMODITY CODE: 62960

SERVICE: AIRFARE CHARGE SYSTEM FOR BUSINESS TRAVEL

AGENCY: ALL STATE OF OREGON AGENCIES, AND THE  
COUNTIES OF LANE, MULTNOMAH & WASHINGTON

CONTRACTOR: CITICORP DINERS CLUB  
183 INVERNESS DRIVE WEST  
3RD FLOOR  
ENGLEWOOD CO 80112

TELEPHONE: (800) 235-9575 CONTACT: DOUGLAS MYERS

PRICE:

TERMS:

CONTRACT PERIOD: MAY 4, 1992 THROUGH DEC 31, 1994

PERFORMANCE BOND:

INSURANCE:	COMPREHENSIVE GENERAL LIABILITY	\$1,000,000
	AUTOMOBILE LIABILITY INSURANCE	1,000,000
	WORKERS COMPENSATION	

CONTRACT ADMINISTRATION:

ANNA MCNEIL, DGS PURCHASING, 378-4778  
DOUGLAS MYERS, CDC, (800) 235-9575 EXT. 2659  
JAMES E. MARTIN, CDC, (800) 235-9575 EXT 2698

COMMENTS:

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IF SERVICES PROVIDED UNDER THIS CONTRACT ARE UNSATISFACTORY,  
ASSISTANCE MAY BE OBTAINED BY SUBMITTING A PURCHASING PERFORMANCE REPORT  
(FORM NO. 125-3001) TO THE QUALITY ASSURANCE UNIT OF THE PURCHASING DIV.

THIS CONTRACT COVERS ONLY THOSE SERVICES LISTED.

DATE OF ISSUANCE: 05/04/92  
BID NO.: 10100002 92

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 2

COMMODITY CODE: 62960

SC NUMBER: 2159

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This contract is mandatory for use by all State agencies when charging airfare. There are no membership fees required.

SCOPE OF CONTRACT: This contract is for Diners Club's Corporate Travel System (CTS), a non-plastic centrally billed account for the purpose of charging airfare for authorized State travel. Authorized employees may purchase and charge airline tickets to this account, utilizing the State's agreement no. 2159 with CITICORP DINERS CLUB for travel arrangements and reservations. Authorized employees shall purchase airline tickets and charge the fare to this account.

PARTIES TO THE CONTRACT: This includes the Oregon State System of Higher Education and all boards and commissions duly authorized to operate as State agencies. Also, the following political subdivisions are authorized to participate in this contract:

Lane County  
Multnomah County  
Washington County

For purposes of this contract, the above named participating political subdivisions will have the status of all other state agencies. Throughout this contract, the word "State" is defined to include these participating subdivisions as well as State agencies. NO POLITICAL SUBDIVISION WHO IS NOT SPECIFICALLY NAMED IN THE CONTRACT DOCUMENT MAY PARTICIPATE IN THIS CONTRACT UNLESS SPECIFICALLY ADDED TO THE CONTRACT THROUGH FORMAL AMENDMENT.

INVOICING AND PAYMENT: Contractor will bill each agency directly. State will be responsible for duly authorized charges only.

Billing formats are available in both hard copy and machine readable formats compatible with state agency systems.

Each agency is offered a choice of seventeen (17) billing cycles, to enable each agency to choose a billing cycle most compatible with its internal requirements. Payments are due 25 days from receipt of invoice. A late fee is assessed on all past due monies when an account is billed as 60 days past due (third billing notice). Late fees will be assessed in accordance with the State of Oregon Prompt Payment Act (ORS 293.462).

Contractor's CTS accounts enable agencies to take advance credit for unused tickets and other CTS transactions. In cases where the CTS account bill has already been rendered, an agency will not have to pay for tickets returned to the appropriate travel office. All an agency is required to do, is notify Contractor of unused tickets and send Contractor a copy of the charge refund notice.

EARLY PAYMENT DISCOUNT: This incentive is a tiered discount which

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 3

COMMODITY CODE: 62960

SC NUMBER: 2159

-----

increases as the timing of payment is accelerated. This discount is based on full payment of an entire outstanding account balance within a specified number of days after the statement billing date that is agreed upon. Discount options are:

Payment Received Number of Days After Billing Date	Discount Earned (In Basis Points)	Percentage
21+	-0-	-0-
16 - 20	20	.2%
11 - 15	30	.3%
6 - 10	40	.4%
0 - 5	50	.5%

One basis point is equal to 1/100th of one percent. The amount of discount earned will be calculated annually based on each month's payment activity.

The discount will be paid annually within 60 days after the end of the calendar year. The payment will consist of the sum of the monthly results.

Payments received between the dates shown on the discount table qualify for the discount at the lower level. For example, payment received 17 days after the billing date will qualify for the discount level of 20 days.

#### ELECTRONIC FUNDS REIMBURSEMENT SERVICE (EFRS)

The help maximize early payment discount offering, EFRS is available. This EFRS, the State of Oregon would make a single monthly disbursement to Diners Club, electronically. This is available as an option.

**Liability:** State of Oregon Cardmembers will automatically be covered with \$350,000 Travel Accident Insurance for all common carrier charges on their Diners Club charge. Coverage also extends to frequent flyer or other non-revenue tickets. Also, cardmembers receive \$1,250 excess baggage insurance for both checked and carry-on luggage any time an airline ticket is charged to Diners Club.

- \$350,000 Travel Accident Insurance. Diners Club cardmembers will each be insured automatically against accidental bodily injuries that are the sole cause of death or dismemberment while riding in, boarding or alighting from any aircraft or land or water conveyance operated by a common carrier licensed to carry passengers for hire, provided the travel fare has been charged to a Diners Club account or to a member company's Diners Club account (and provided the

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 4

COMMODITY CODE: 62960

SC NUMBER: 2159

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person traveling is an authorized traveler on that account).

If the ticket has been purchased or issued prior to departure from the terminal, coverage is provided for travel by common carrier (including taxi, bus, train or airport limousine) directly to the terminal. Coverage continues after arrival at the terminal of destination, during travel by common carrier from the terminal to the next destination.

Automatic Travel Accident is made available by Citicorp Diners Club Inc.; but is provided by Federal Insurance Company, a member of the Chubb Group of Insurance Companies, Warren, NJ. This coverage is administered by Citicorp Insurance Services, Inc., Nashville, TN.

- \$1,250 Excess Baggage Insurance. Diners Club cardmembers are automatically covered for theft, loss or damage of baggage and personal effects contained therein, provided their fare has been charged to a Diners Club account. Coverage commences when the baggage is checked in or carried on to the common carrier by the cardmember (includes curbside checkout with Red Cap).

Excess Baggage coverage is provided by third-party insurers and administered by Interclaim, and is subject to certain clauses, conditions and exclusions. Diners club reserves the right to charge for insurance coverage in the future.

MANAGEMENT REPORTS: The Management Reporting System begins with a set of four core reports. These are:

1. Account Listing -- Serves as a basic reference guide to individual cardmember account numbers. Also provides a convenient means of updated cardmember assignments by cost center, department, region, etc.
2. Account Activity Summary -- Provides a detailed record of charge activity by each cardmember.
3. Projected Renewal Report -- Facilitates quick review of Corporate Cards coming due for renewal, and cancellation of inactive accounts.
4. 45/75 Day Delinquency Report -- Permits easy identification of potential abuse or misuse of charge privileges.

ADVANCED REPORTING CAPABILITIES: Contractor can provide the Management Information Reports needed to assist with specific facts of business travel:

- Overall Spending Analysis -- Reports that track all Diners Club account spending by individual traveler, by department, cost

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 5

COMMODITY CODE: 62960

SC NUMBER: 2159

center, division -- in whatever manner the State of Oregon wishes to review its travel spending.

- Vendor Analysis -- Reports that track spending by geographic location, airline city pairs, etc.
- On-Line Access provides ability to systematically access a cardmembers corporate account information at the Citibank Nevada location. Access is restricted to client inquiry only. Clients may select from any of the following access options available:
  - \* Member Inquiry - Displays monetary (12 month credit, current and prior account balances, etc.) and non-monetary) demographic, account classifications, account status, etc.) information on three separate screens.
  - \* Account Activity - Displays current and past billed activity (individual transactions) detail for the prior twelve months. Each transaction is described with a dollar amount, transaction date, Diners Club reference number, establishment name and number as well as ticket number, passenger name, invoice number or rental agreement (if applicable).
  - \* Billing History - Provides a summary of all billed activity for each billing period during the past twelve months (provided there is an ending balance greater than zero). Monthly totals of the following information will be displayed per each billing statement:

Previous Balance	Payments
Returns	Credit Adjustments
Debit Adjustments	Travel Advances
Late Fees	New Member Fees
Renewal Member Fees	Charges
Payment Due	Past Due Balance

- \* Centrally Billed Account Activity - Information is similar to "Account Activity" the difference being, only centrally billed transactions incurred by the sub-account are listed.

On-line Access requires that corporate clients utilize a communications network (i.e., CompuServe or IBM Information Network). Diners Club will coordinate all aspects of implementation as well as provide ongoing service support inclusive of contacting and resolving issues with the communications network.

- Vendor Information Analyzer System (VIA): This is a PC based reporting system that utilizes the monetary activity diskette, which is produced at accounting time. The diskette(s) is sent to

STATE OF OREGON  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING DIVISION  
SERVICE CONTRACT SUMMARY

PAGE: 6

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the State after the billing period with the data to be processed by the VIA System. Once the VIA System has been updated, the State will then have the opportunity to create its own vendor reports by using menu options. Airline usage information is listed by amount. Selection can also be done by zip code range, city or state. The System may also be set up to allow clients to retain individual transactions by account with inquiry capability. The System generates information that can be used with a graphics system to generate graphs for presentations.

**SERVICE/TRAINING:** Contractor will work with the State and its travel agency to insure smooth and efficient implementation of these accounts through on-site meetings, training, and seminars.

**CHARGE ACCEPTANCE:** Acceptance is 100% among every major airline, every regional airline, and every international airline.

**CHARGES AND SPENDING LIMITS:** Spending limits are determined by spending and payment patterns. Contractor's policy is to suspend accounts which become 60 days delinquent and to cancel accounts at 90 days past due. Contractor will provide the State of Oregon with a listing of delinquent accounts approaching possible suspension/cancellation approximately two weeks prior to the 60/90 day billings. Suspension and cancellation decisions are made at the discretion of the Diners Club collections Department management, based on customer performance. Diner's Club reserves the right to conduct credit checks when deemed necessary.

Contractor will hold the individual state employee solely liable and responsible for any and all valid (non-disputed) charges incurred.

**INTEREST:** No interest or carrying charges may be assessed on current balances due. Interest may be assessed on past due bills as allowed under ORS 293.462.

**SPECIAL SITUATIONS:** If an agency is released to make travel arrangements through a source other than the travel management contractor, other payment arrangements may be made as appropriate.

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 24 1993  
Agenda No. C-2

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of Quit Claim Deed to Tax Collector  
to correct an Historical Error in Title

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY: Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of a Quit Claim Deed to the Multnomah County Tax Collector to correct an Historical Error.

Deed #D930862, Board Order and supporting documentation attached.

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *Bill* B.H. Willie

BUDGET/PERSONNEL: \_\_\_\_\_

COUNTY COUNSEL:(Ordinances,Resolutions,Agreements,Contract \_\_\_\_\_

OTHER: Facilities & Property Management *R. Wherst*

NOTE: If requesting unanimous consent, state situation requiring emergency action on back.

*Sent Orig. Order 93-230 & Deed  
to Larry Baxter on 6-23-93*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 15 AM 9:33  
MULTNOMAH COUNTY  
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of )  
Quitclaim Deed D930862 to Correct an )  
Historical Error in Title ) ORDER 93-230  
Precipitated by Tax Foreclosure )

It appearing that heretofore, on September 21, 1992, Multnomah County acquired title to the property hereinafter described through foreclosure of liens for delinquent taxes; and it further appearing that said property was erroneously deeded to the County, and that it is for the best interest of the County to give a quitclaim deed to correct this error.

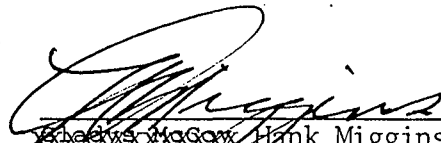
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY for the following described real property situated in the County of Multnomah, State of Oregon:

WOODLAWN LOT 9, BLOCK 23

Dated at Portland, Oregon this 24th day of June , 1993

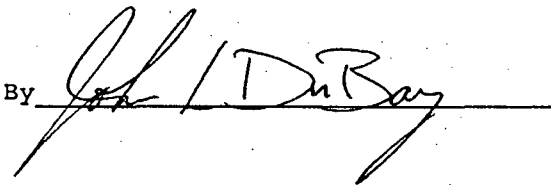


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Hank Miggins, Acting  
Multnomah County Chair

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

By



MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT & TAXATION, DEPARTMENT OF ENVIRONMENTAL SERVICES, FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee;

WOODLAWN LOT 9, BLOCK 23

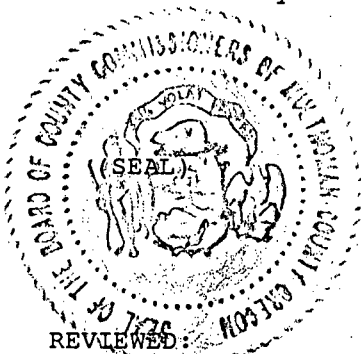
The true and actual consideration paid for this transfer is not valued in monetary terms but is a consequence of Grantor's intent to correct an historical error in title to said property precipitated by tax foreclosure.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

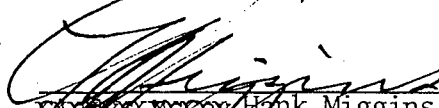
Until a change is requested, all tax statements shall be sent to the following address:

610 SW ALDER ST, SECOND FLOOR PORTLAND OR 97205

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 24th day of June, 1993, by authority of an Order of said Board of County Commissioners heretofore entered of record.

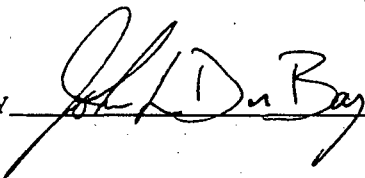


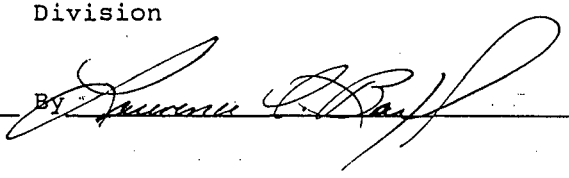
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Hank Miggins, Acting  
Multnomah County Chair

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

DEED APPROVED:  
F. Wayne George, Director  
Facilities & Property Management  
Division

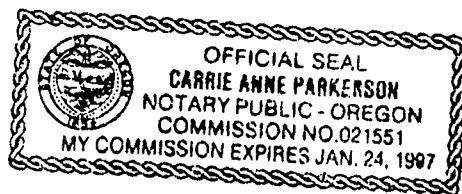
By 


By 

STATE OF OREGON            )  
                                  )    SS  
COUNTY OF MULTNOMAH    )

On this 24th day of June, 1993, A.D., before me, a Notary Public in and for said County and State, Personally appeared H.C. (HANK) MIGGINS, personally known to me, Acting Chair of the Board of County Commissioners for Multnomah County, Oregon, authorized to sign official County documents and that the seal affixed to said instrument was signed and sealed on behalf of Multnomah County by authority of its Board of County Commissioners, and the said instrument to be 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.



  
Carrie Anne Parkerson  
Notary Public for Oregon

My Commission Expires:  
January 24, 1997

Meeting Date: JUN 24 1993

Agenda Number: C-3

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Ratification of Amendment #1 with Oregon Health Sciences University-Alcohol Treatment & Training

Board Briefing: \_\_\_\_\_ (date) Regular Meeting: \_\_\_\_\_ (date)

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

Contact: Kathy Tinkle Telephone: 248-3691

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

**Action Requested**

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

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

Ratification of Amendment #1 between the Multnomah County, Mental Health, Youth, and Family Services Division, Alcohol and Drug Program Office and the Oregon Health Sciences University-Alcohol Treatment & Training Program effective November 1, 1992 through June 30, 1993. This action adds Gambling Treatment Services and \$5,878 in Start-up funds to the contract. This action is funded by Lottery-Video Poker funds.

Contact #: 101053

*Kathy Tinkle Picked up  
Originals on 6-25-93  
as requested.*

**Signatures**

Elected Official \_\_\_\_\_

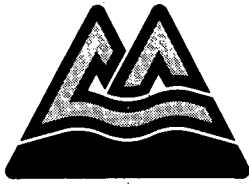
OR

Department Director \_\_\_\_\_

*Gary Nakao/PB*

(All accompanying documents must have required signatures!)

1993 JUN 15 AM 9:34  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: H. C. Miggins  
Acting Multnomah County Chair

VIA: Gary Nakagawa *[Signature]*  
Director  
Department of Social Services

FROM: Gary Smith, Director *[Signature]*  
Mental Health, Youth, and Family Services Division

DATE: June 3, 1993

SUBJECT: Approval of Amendment #1 with OHSU-Alcohol Treatment & Training

RETROACTIVE STATUS: The agreement attached is retroactive to November 1, 1992. The agencies were authorized to provide these services on an interim basis in order to have some service in place while awaiting completion of an RFP which was finally completed in May 1993.

RECOMMENDATION: Mental Health, Youth, and Family Services Division recommends Chair and Board approval of Amendment #1 to an Intergovernmental Agreement between the Alcohol and Drug Program Office and Oregon Health Sciences University-Alcohol Treatment & Training Center for the period November 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Amendment #1 adds Gambling Treatment Services, as part of the Gambling Addiction Demonstration Project and \$5,878 in Start-up funds to the contract. This action brings the net contract total to \$5,878 plus Requirements for FY 92/93.

Funding is available via Lottery-Video Poker funds and OHSU is exempt from RFP as a government agency.

(ADGGRM.DOC.67)

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 101653Amendment # 1

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-3</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>
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Department Social Services Division MHYFSD Date MAY 28, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6Description of Contract Amendment #1 adds AD49, Gambling Treatment services and \$5,878 in Start-up funds effective November 1, 1992 through June 30, 1993.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name OREGON HEALTH SCIENCES UNIVERSITY/ALCOHOL TREATMENT AND TRAININGMailing Address 621 SW ALDER, SUITE 520PORTLAND OR 97204Phone 494-4745Employer ID# or SS# 93-6001786WEffective Date NOVEMBER 1, 1992Termination Date JUNE 30, 1993Original Contract Amount \$ Requirements

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ 5,878Total Amount of Agreement \$ 5,878 + Requirements**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director (Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address \_\_\_\_\_ (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 8 June 93

Date \_\_\_\_\_

Date 6-13-93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1417			6060				5,878	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION

SUBCONTRACT AGENCY AGREEMENT NUMBER: 101653

AMENDMENT NUMBER: 1

Duration of Agreement:	from <u>NOVEMBER 1, 1992</u>	to <u>June 30, 1993</u>
CONTRACTOR Name:	<u>OREGON HEALTH SCIENCES UNIVERSITY</u>	Telephone: <u>494-4745</u>
	<u>ALCOHOL TREATMENT AND TRAINING CENTER</u>	IRS #: <u>93-6001-786W</u>
CONTRACTOR Address:	<u>621 SW ALDER, SUITE 520</u>	TITLE XIX #: <u>002923</u>
	<u>PORTLAND, OREGON 97204</u>	

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "County" and Oregon Health Sciences University/Alcohol Treatment and Training Center, referred to as the "Contractor." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

PART I. FINANCIAL SUMMARY

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
1) Alcohol Diversion Services DUII Level I (A-D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77)	State	\$92.52 per eligible indigent client	0	\$92.52 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
2) Alcohol Diversion Services DUII Level I (A&D 67) and Alcohol Diversion Services DUII Convicted Level I (A-D 77)	State	\$46.32 per eligible partially indigent client	0	\$46.32 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
3) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78)	State	\$514.00 per eligible indigent client	0	\$514.00 per eligible indigent client	Reimbursement of Itemized Billing for Actual Services
4) Alcohol Diversion Services DUII Level II (A-D 68) and Alcohol Diversion Services DUII Convicted Level II (A-D 78)	State	\$257.20 per eligible partially indigent client	0	\$257.20 per eligible partially indigent client	Reimbursement of Itemized Billing for Actual Services
PAGE 1 SUBTOTAL		0	0	0	

Above amounts are subject to the Notes and Special Conditions in Part II.

OREGON HEALTH SCIENCES UNIVERSITY/ALCOHOL TREATMENT AND TRAINING CENTER

Amendment #1

PART I. FINANCIAL SUMMARY (continued)

5) - 10): Subject to the availability of funds, County agrees to pay Contractor for providing treatment services to individuals referred with and in possession of a valid treatment coupon at the time of admission, according to the rates specified.

<u>Service Element</u>	<u>Fund Source</u>	<u>Rate Per Unit/Slots</u>	<u>Limitations</u>	<u>Method and Basis of Payment</u>
5) Drug Abuse Assessment (A-D 65)	Federal	\$13.46 per quarter hour	Once per client within 12 months	Reimbursement of Itemized Billing for Actual Services
6) Individual Therapy (A-D 65)	Federal	\$13.46 per quarter hour	8 units per day maximum	Reimbursement of Itemized Billing for Actual Services
7) Group Therapy (A-D 65)	Federal	\$4.49 per quarter hour	12 units per day maximum	Reimbursement of Itemized Billing for Actual Services
8) Family Therapy (A-D 65)	Federal	\$13.46 per quarter hour	8 units per day maximum	Reimbursement of Itemized Billing for Actual Services
9) Urinalysis (A-D 65)	Federal	\$13.04 per sample tested	Once per client per five days	Reimbursement of Itemized Billing for Actual Services
10) Consultation (A-D 65)	Federal	\$13.46 per quarter hour	4 units per day maximum	Reimbursement of Itemized Billing for Actual Services

<u>Service Element</u>	<u>Fund Source</u>	<u>Current Total Annual Maximum Payable</u>	<u>Increase (Decrease)</u>	<u>Revised Total Annual Maximum Payable</u>	<u>Method and Basis of Payment</u>
11) Gambling Treatment Start Up (A-D 49)	Video Poker	0	5,878	5,878	90% Advance then Actual Expenditures As Approved
PAGE 2 SUBTOTAL		0	+5,878	5,878	
PAGE 1 SUBTOTAL		0	0	0	
CONTRACT TOTAL		0	+5,878	5,878	

Above amounts are subject to the Notes and Special Conditions in Part II.

PART II NOTES AND SPECIAL CONDITIONS

NOTES:

- 5) - 10): This amendment adds service elements in order to provide treatment services to individuals referred from CSD/Project Team and in possession of a valid treatment coupon.
- 11): This amendment adds \$5,878 in Start-Up Funds for Gambling Treatment (A-D 49).

SPECIAL CONDITIONS:

All existing Special Conditions remain in effect and the following are added:

5) - 10):

1. Subject to the availability of funds, County will reimburse Contractor for authorized services to individuals who present a valid treatment coupon, in accordance with the following conditions:
  - A. Contractor agrees to accept 80 percent of the current Medicaid rate as full payment for services. Clients will not be assessed any fees for provision of these services.
  - B. Contractor assures that the clinical records will be kept in conformance with OAR 309-16-080; (1), (2), (5), and (6) (Medicaid Payment for Community Mental Health Services).
  - C. Clients served with these funds will be enrolled on CPMS under a distinct provider number.
  - D. All service billings will be submitted on the HCFA 1500 form to the Multnomah County Alcohol and Drug Program.
  - E. A copy of the CPMS enrollment form and the original coupon must be submitted with the initial service billings. A copy of the CPMS termination form must be submitted when the client is terminated.
  - F. A copy of the coupon must be retained in the client file.
  - G. Only the following services rendered in service element A-D 64 and A-D 65 are billable: alcohol/drug abuse assessment; individual, group, and family therapy; treatment monitoring - urinalysis and consultation. The delivery of these services must comply with the Medicaid Rehabilitative Services for Alcohol and Other Drug Abuse Clients Service Definitions.

11):

SPECIAL CONDITIONS  
Start-Up Funds

1. Start-up funds are awarded for one-time-only expenses necessary to establish program services. These expenses are distinct from routine operating expenses incurred in the course of providing ongoing services.
2. Contractor agrees to submit (a) a line-item budget showing proposed expenditure of funds and (b) an expenditure report which documents actual expenditure of all funds. Both are to be submitted on a designated Budget/expenditure report form. Budgeted and actual expenditures must conform to the attached list of allowable costs. If it is necessary to spend startup money on items not on the attached list, please provide an itemization of these costs and detailed justification for them (in terms of successful startup of planned operations).

The expenditure report must include, as attachments, the following expanded detail for personnel expenses: report by employee and position, and list within the administrative, direct service or other categories in which they work or will work after the commencement of services.

3. The expenditure report is to be accompanied by an inventory listing of all furnishings, fixtures, vehicles, computers and other special equipment which cost \$250 or more. The inventory must include the address of the facility in which each item will be located and used. Contractor agrees to maintain documentation and receipts for all items purchased; such documentation is subject to financial review by the County.
4. The expenditure report is due to the County 60 days after services are initiated, but no later than July 31st following any given fiscal year.
5. For each item which cost \$1,000 or more other than a motor vehicle, in addition to copies of receipts and inventory submitted to County with the expenditure report, a security interest in favor of Multnomah County Mental Health, Youth and Family Services Division shall be filed with the Secretary of State.

Instructions for Security Interest:

- a) Standard Form "Uniform Commercial Code" (Form UCC-1) must be used and is available for purchase from any stationery store.
- b) The purchaser enters its corporate or legal name and address in Box A; and must check "secured party" in Box B and enter the Division's name and address as follows: Multnomah County Mental Health, Youth and Family Services Division, 426 SW Stark, Portland, OR 97204.
- c) In box D, each item inventoried which cost \$1,000 or more must be listed in the same terminology and format as in the inventory (e.g. computer name and serial number should be listed, as well as the name and serial numbers of copy machines, etc.) More than one item can be filed on the form.

- d) The form must be signed by an officer empowered to bind the Contractor and mailed, along with the filing fees specified on the back of the form to:

Secretary of State  
Uniform Commercial Code Department  
Rm.41, State Capitol  
Salem OR 97310

- e) The UCC-1 must be filed with the Secretary of State within 10 days of the purchase of items specified and a copy submitted to County with final expenditure report.
6. The purchaser of any vehicle for \$1,000 or more of County start-up funds must name the Mental Health, Youth and Family Services Division as the Security Interest Holder within five (5) days of acquisition. This must be done by the purchaser when the vehicle is registered with the Motor Vehicles Division.  
  
A copy of the vehicle's title application showing the County as Security Interest Holder must be forwarded by the purchaser to the County within five (5) days of vehicle acquisition. The original title should be mailed to Multnomah County by the Department of Motor Vehicles. A copy will be mailed to the Contractor on request to the County.
  7. Items purchased must be used for purposes described in this Agreement for the useful life of the item or five years, whichever is less, unless prior approval is obtained from the County for an alternative use.
  8. County will be immediately notified if dissolution of agency and/or project services is anticipated during the five year life of the equipment. County must approve dispersal plans for equipment and may, at their discretion, repossess such equipment.
  9. Failure of the Contractor to comply with stated conditions shall result in repayment to the County of a prorated share of the award based on the length of time the equipment was used for purposed described. The County may, at its discretion, require repossession of the equipment in lieu of repayment.
  10. The County will disallow expenditures and recover any funds disbursed as an advance or in reimbursement of such expenditures if they are not spent, documented or reported as described in this Agreement.
  11. County will provide a cash advance of up to 90% of the start-up funds following approval of line-item budget. County may withhold all or a portion of start-up funds to a Contractor and issue these as reimbursement following completion of the requirements listed above. The remaining funds will be provided upon receipt and approval of final expenditure reports.

ALLOWABLE START-UP EXPENDITURES  
(A&D)

Policies: Start-Up funds:

1. Must be expended consistent (see definition on page \_\_\_\_ with the county's or contractor's request for payment of start-up funds, and/or any required line-item budget, as approved by the Division. That is, the county or the contractor cannot be reimbursed for amounts in excess of the amount requested. Further, the funds must be expended on the project specified on the request.
2. Must be expended only for items and services listed below.
3. Must not be used for county's, contractor's or subcontractor's administrative or overhead costs.
4. Are subject to dedicated use requirements and other procedures for securing the State's interest, as described within this Financial Procedures Manual.

Exceptions to the policies stated above and/or the list itemized below must be approved in writing by the Office of Alcohol and Drug Abuse Programs, Department of Human Resources (OADAP, DHR).

Allowable Costs

1. Personal Services: Salaries and wages, payroll tax and fringe benefit costs incurred prior to the date clients are enrolled.
2. Facility Costs:
  - a. Rental/lease payments incurred prior to the date clients are enrolled and deposits;
  - b. Property taxes and maintenance fees not included in rental, lease or mortgage payments;
  - c. Utility costs incurred prior to the date clients are enrolled, including hook-up fees;
  - d. Equipment rental costs; or
  - e. Equipment or facility repairs incurred in preparation for occupancy.
3. Services & Supplies:
  - a. Program and office supplies;
  - b. Initial staff training (e.g., training materials, trainer fees, etc.);
  - c. Staff local (not out of state) travel costs incurred in preparation of opening;
  - d. Initial supplies of food, maintenance, and housekeeping items;
  - e. Initial insurance premiums (fire, liability, auto, professional, performance bonds), not to exceed first 12 months' coverage;

- f. Professional contract services incurred in preparation of occupancy; or,
- g. Initial licensing and filing fees.

4. Capital Outlay

- a. Furnishings and equipment appropriate for the type of service being provided, e.g., household furnishings and appliances for residential programs or work-related equipment for vocational programs;
- b. Technical or adaptive equipment needed by clients but not available through the Adult & Family Services (client medical card), the Vocational Rehabilitation Division or other appropriate service agency;
- c. Office furnishings and equipment proportionate to size of program/staff being implemented;
- d. Vehicle purchases or down payment, lease payments, and deposits; as well as costs for purchase and/or installation of necessary adaptive equipment, such as lifts or ramps.
- e. Real property including land, building and/or leasehold improvements necessary to meet fire, safety, and other building codes and/or to meet programmatic requirements.

NOTE: Expenditure of start-up funds for real property improvements may not exceed \$5,000 per project without prior approval by the OADAP, DHR ("Project" means one residential facility).

**Consistent with Line-Item Budget Means:**

Unless the Division specifies otherwise in writing at the time the budget is approved, transfer of funds between budget categories may be made without prior approval of the Division, except as follows:

- o Transfer of funds between budget categories (i.e., Personal Services, Services and Supplies, Facility Costs, and Capital Outlay) may not exceed 10 percent of the category for which funds were approved.
- o Funds transferred may not be used for purchase of capital items exceeding \$1,000 in cost, or acquisition of real property that was not originally approved.

A revised budget must be submitted for Division approval if transfer of funds exceeds the 10 percent limit or involves capital purchases or real property as noted above. A revised line-item budget must specify the number of the budget replaced and must be a complete budget. All of the proposed expenditure items, whether revised or continued as originally proposed, must be listed in the revised budget.

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Tom Ten Eyck  
Executive Director

Date

By Norma D. Jaeger 5-28-93  
Norma D. Jaeger, Administrator Date  
Alcohol and Drug Programs

By \_\_\_\_\_  
Board Chairperson

Date

By Gary W. Smith 6-4-93  
Gary W. Smith, Director Date  
Mental Health, Youth and Family  
Services Division

By Henry C. Miggins 6-24-93  
Henry C. Miggins Date  
Acting Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By [Signature] 6-13-93  
Date

[60432]

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-3 DATE 6-24-93  
[Signature]  
BOARD CLERK

START-UP INFORMATION FOR ANY AGENCY RECEIVING START-UP FUNDS:

1. PLEASE READ THE START-UP SPECIAL CONDITIONS COMPLETELY.
2. We require a budget on a form we supply. (No funds are released without an approved budget.) First column is the budget column. Send to the County and keep a copy for your records. After funds are spent, expenditures are reported in second column of this form. If you see much departure from approved budget, you must seek approval for changes. If not, some items may be disallowed.
3. The expenditure report must include:
  - a. copies of all receipts;
  - b. expanded detail for personnel expenses;
  - c. the budget form with expenditure column filled in;
  - d. inventory of all items purchased costing over \$250, on form we supply;
  - e. a security interest in favor of the County for each item other than a motor vehicle over \$1,000;
4. Purchase of a motor vehicle using \$1,000 or more of start-up funds requires that the County be named as the security interest holder when the vehicle is registered with DMV and within five days of purchase. The original title must be mailed to the County Mental Health, Youth and Family Services Division. Get further information from the County if this applies to you.
5. The expenditure report will be due 60 days after services are initiated.
6. If there is no remodeling or purchase of a building costing \$5,000 or more, payment is made by the County. Upon receipt of an approved budget, a check is released at 90% of the total. The final 10% is released upon satisfactory completing the expenditure report requirements.

## START-UP BUDGET/EXPENDITURE REPORT

BUDGET # \_\_\_\_\_; FISCAL YEAR \_\_\_\_\_

(REPLACES BUDGET # \_\_\_\_\_) \*\*

COUNTY/DIRECT CONTRACTOR: \_\_\_\_\_ DATE: \_\_\_\_\_

PROVIDER: \_\_\_\_\_ SERVICE ELEMENT: \_\_\_\_\_

(A)  
BUDGETED  
EXPENDITURES

(B)  
ACTUAL  
EXPENDITURES

I. Personal Services (salaries/wages, payroll taxes/fringes)

Note: Show FTE's and number of months for each position or group of like positions.

## Administration

## Direct Care

Other (Specify) \_\_\_\_\_

\_\_\_\_\_

---

- TOTAL PERSONAL SERVICES

## II. Administrative and Direct Care Services and Supplies

## Travel

**Telephone**

## Program Supplies

## Professional Contract Services

## Office Supplies

## Staff Training

## Food

## Medical Supplies

## Insurance

Other (Specify)

\_\_\_\_\_

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TOTAL ADMINISTRATIVE AND DIRECT CARE SERVICES  
AND SUPPLIES

\*\* If the proposed start up budget replaces a previously approved budget, list

STATE OF OREGON  
FINANCING STATEMENT STANDARD FORM UCC-1

ASE TYPE CUSTOMER  
D INSTRUCTIONS ON BACK BEFORE FILLING OUT FORM. NUMBER

This Financing Statement is presented to filing officer pursuant to the Uniform Commercial Code. This financing statement remains effective for a period of five years from the date of filing, unless extended for additional periods as provided for by ORS Chapter 79.

A. Check (x) one: ☐ DEBTOR NAME, ☐ CONSIGNEE, ☐ LESSEE Social Sec. number or TIN  
(If individual list last name first)

1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
(Last Name) (First Name) (Middle)

DEBTOR MAILING ADDRESS:

Total Debtor Names: \_\_\_\_\_

Reserved for Filing Officer Use

B. Check (x) one: ☐ SECURED PARTY, ☐ CONSIGNOR, ☐ LESSOR  
NAME AND ADDRESS (from which security information is obtainable)

C. ASSIGNEE NAME AND ADDRESS (if any)

Telephone Number:

Telephone Number:

D. This financing statement covers the following types (or items) of collateral (ORS 79.4020)

Total number of attachments: \_\_\_\_\_

SAMPLE

Check (x) if covered: ☐ PROCEEDS of collateral are also covered

☐ PRODUCTS of collateral are also covered

E. DEBTOR'S SIGNATURE NOT REQUIRED. This statement is filed without the debtors signature to perfect a security interest in collateral (if applicable check box): (1) ☐ collateral already subject to a security interest in another jurisdiction; (2) ☐ Which is proceeds of the described original collateral which was perfected; (3) ☐ Collateral as to which the filing has lapsed; or (4) ☐ Collateral acquired after a change of name, identity or corporate structure of debtor.

F. DEBTOR IS A TRANSMITTING  
☐ UTILITY (ORS 79.4010)

Debtor hereby authorizes the Secured Party (or Consignor or Lessor) to file a carbon, photographic or other reproduction of this form, financing statement or security agreement as a financing statement under ORS Chapter 79.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Required Signature(s)

Use the following spaces only for Farm Products requiring Effective Financing Statement (EFS) filing.

FARM PRODUCTS EFFECTIVE FINANCING STATEMENT FORM EFS-1

This FARM PRODUCT EFFECTIVE FINANCING STATEMENT is presented to the filing officer pursuant to ORS Chapter 79. This statement remains effective for a period of five years from the date of filing, subject to extensions for additional periods as provided for by ORS Chapter 79.

FARM PRODUCT CODE	COUNTY CODE	CROP YEAR (if applicable)	AMOUNT (if applicable)	DESCRIPTION/LOCATION (if applicable)
—	—	—	—	
—	—	—	—	
—	—	—	—	
—	—	—	—	

EFS Statement requires signature of debtor(s) and secured party(ies).

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

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

Signature of Secured Party

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

Signature of Debtor(s)

Source of Payment:

Cash ☐

Check ☐ # \_\_\_\_\_

Visa/MasterCard ☐

(see instruction 8-D on  
reverse of Original copy)

RETURN ACKNOWLEDGEMENT COPY TO: (name and address)

Submit completed form to:  
Secretary of State, UCC Section  
Capitol Bldg., Room 41  
Salem, OR 97310

(503) 378-4146  
FAX (503) 373-1166

## START-UP INVENTORY

SE/: \_\_\_\_\_ COUNTY/DIRECT CONTRACTOR: \_\_\_\_\_

FY: \_\_\_\_\_ SUBCONTRACTOR: \_\_\_\_\_

ADDRESS OF ITEMS LISTED BELOW: \_\_\_\_\_

**Instructions:** List all furnishings and fixtures, real property, vehicles, and capital acquisitions costing \$250 or more each which were purchased with state start-up funds.

ITEM	Serial # or I.D. #	COST
------	--------------------------	------

[illegible]

**Note:** Items costing \$1,000 or more need to be secured within 10 days of purchase by a UCC1 Security Interest Form

MEETING DATE: JUN 24 1993

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Intergovernmental Revenue Agreement with Children's Services Division

**BOARD BRIEFING**      **Date Requested:** \_\_\_\_\_

**Amount of Time Needed:** \_\_\_\_\_

**REGULAR MEETING:** **Date Requested:** 24 June 1993

**Amount of Time Needed:** 10 minutes

**DEPARTMENT:** Social Services

**DIVISION:** Juvenile Justice

**CONTACT:** Christine White

**TELEPHONE #:** 248-3202

**BLDG/ROOM #:** 311/JJD

**PERSON(S) MAKING PRESENTATION:** Harold Ogburn/Dwayne McNanny

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

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

Ratification of Intergovernmental Agreement Contract # 102304, Between Children's Services Division and Multnomah County, Juvenile Justice Division, Providing Services for Gang Impacted Youth through the Gang Resource and Intervention Team, the Assessment, Intervention, and Transition Program, and Community Based Providers.

*Originals picked up  
on 6-25-93  
as requested.*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

**OR**

**DEPARTMENT MANAGER:** \_\_\_\_\_

*Gary Natus/B*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 14 AM 11:43  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY • 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: Hank Miggins, Acting Director  
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director  
Department of Social Services *Gary Nakao/DB*

FROM: *H. Ogburn*  
Harold Ogburn, Director  
Juvenile Justice Division

DATE: June 8, 1993

SUBJECT: Intergovernmental Revenue Agreement with Children's Services Division and  
the Juvenile Justice Division

**RECOMMENDATION:** The Juvenile Justice Division (JJD) recommends the Board's approval of this Intergovernmental Revenue Agreement with Children's Services Division (CSD) for the period July 1, 1993 through December 31, 1993.

**BACKGROUND/ANALYSIS:** This Agreement with CSD continues the funding of various programs/services for gang impacted youth who are on probation such as the JJD's Gang Resource and Intervention Team (GRIT) and the Assessment Intervention and Transition Program (AITP.) Additionally, this agreement funds community based services for both youth on both probation and parole through Portland House of Umoja, Minority Youth Concerns Action Program (MYCAP), Yaun Youth Care Center, and out-patient mental health counseling services offered through the Christian Counseling Center, Mt. Sinai Community Baptist Church, and Emmanuel Temple Full Gospel Pentecostal Church. The community based programs offer support to youth transitioning out of the State Training Schools back into their communities, as well as providing services to youth under the terms of their probation.

This Agreement is only for the period July 1, 1993 through December 31, 1993 as the State Legislature has not yet agreed upon the FY 1993-94 budget for CSD. It is CSD's intention to amend this agreement beginning January 1, 1994 to a full year of funding once budget figures have been agreed upon. The funding level for this six month agreement is \$495,957.49.

The Division strongly recommends the Board's approval of this Agreement.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102304Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Social Services Division Juvenile Justice Date 9 June 1993Contract Originator Christine White (DM) Phone 248-3202 Bldg/Room 311/JJDAdministrative Contact Christine White (DM) Phone 248-3202 Bldg/Room 311/JJDDescription of Contract This Agreement with the State Children's Services Division continues the funding for services in the Assessment Intervention Transition Program, the Gang Resource and Intervention Team, and community based programs for gang impacted youth.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Children's Services DivisionMailing Address 198 Commercial St., SE  
Salem, OR 97310-0450Phone 503 378-3542

Employer ID# or SS# \_\_\_\_\_

Effective Date July 1, 1993Termination Date December 31, 1993Original Contract Amount \$ 495,957.49Total Amount of Previous Amendments \$ 0Amount of Amendment \$ 0Total Amount of Agreement \$ 495,957.49**REQUIRED SIGNATURES:**Department Manager Gary Nelson / OBPurchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

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

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 10 June 93

Date \_\_\_\_\_

Date 6-11-93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
04	156	010	2540			2319		GRIT	Program/Business	\$ 19,839	
01.	156	010	2510			2319		GRIT	DETENTION	*168,625	
02.	156	010	2520			2319		GRIT	Information Svcs	19,838	
03.	156	010	2530			2319		GRIT	Counseling Svcs	287,655	
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

STATE OF OREGON INTER -GOVERNMENTAL AGREEMENT

CSD Contract Number: 3-217 D90847

Date: June 6, 1993

This contract is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, hereinafter referred to as the "Division" and **Multnomah County Board of Commissioners** hereinafter referred to as the "Contractor". The Division's supervising representative for this contract is Shirlee Gehring.

**Effective Date and Duration:** This contract shall become effective on JULY 1, 1993 (or on the date at which every party has signed this contract, and when required, the Executive Department and the Department of Justice have approved this contract, whichever date is later). This contract shall expire, unless otherwise terminated or extended, on December 31, 1993.

**Statement of Work:** The statement of services to be performed and contract provisions are contained in the following which are attached hereto and are by this reference, made a part of this contract:

Document	Pages
SCHEDULE	7
GENERAL PROVISIONS	5
EXHIBIT I	2
EXHIBIT II	1
EXHIBIT III	1

**Consideration:** Division agrees to pay Contractor an amount not to exceed \$495,957.00 for accomplishment of the work, including any allowable expenses. Interim payments shall be made to Contractor as outlined in the contract document entitled SCHEDULE.

**Amendments:** The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties, including, when required, the Executive Department and the Department of Justice.

CONTRACTOR DATA AND CERTIFICATION

NAME: (tax filing): \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Social Security # or Federal Tax I.D. # \_\_\_\_\_

Citizenship: Non-resident alien ☐ Yes ☐ No

Business Designation (check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership  
☐ Estate/Trust ☐ Corporation ☐ Public Service Corporation ☐ Governmental/Non-Profit

Payment information will be reported to the IRS under the name and taxpayer I.D. number provided above. Information must be provided prior to contract approval. Information not matching IRS records could subject you to 31 percent backup withholding.

I, the undersigned, agree to perform work outlined in this contract in accordance with the terms and conditions and the attachments referenced herein; hereby certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws described under ORS 305.380 (4).

Approved by the Contractor:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by Children's Services Division

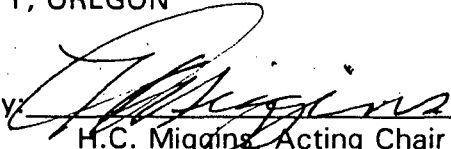
By \_\_\_\_\_ Date: \_\_\_\_\_

Reviewed by Contracts Officer: Shirlee Gehring CSSW Date: 6-8-93

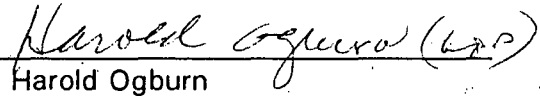
Approved for Legal Sufficiency: Janet R. Ryan Asst. A.G., Date: June 8, 1993

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

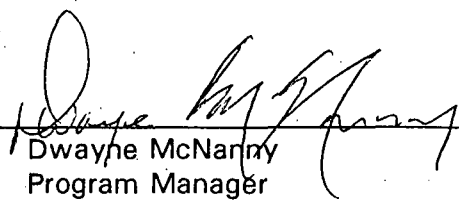
MULTNOMAH COUNTY, OREGON

By:   
H.C. Migging, Acting Chair  
Board of County  
Commissioners

Date: 6-24-93

By:   
Harold Ogburn  
Division Director

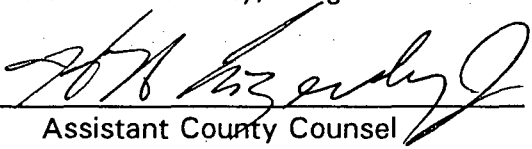
Date: 6/8/93

By:   
Dwayne McNamry  
Program Manager

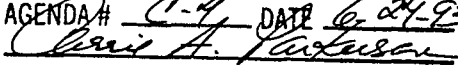
Date: 6/8/93

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By:   
Assistant County Counsel

Date: 6-11-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 6-24-93  
  
BOARD CLERK

4/93

## SCHEDULE

CONTRACTOR: Multnomah County Board of Commissioners

Date June 6, 1993

### SECTION A SERVICES TO BE PERFORMED

1. This project is closely aligned with and should be viewed as a component of the Community Alternative Program. County agrees to abide by no more than 68 children in closed custody on any given day in keeping with the Discretionary Bed Space Limitation at the state training school during the term of this agreement.

The County agrees to provide the following services directed to decreasing youth gang-related incidents and gang membership in the Portland area:

- a. Gang Resource Intervention Team (GRIT) The County's GRIT team will provide the following service programs to improve on-street monitoring, close supervision of gang youth on probation and providing a 12-week course to assist the gang youth to develop better community skills and sense of responsibility, anger management, and value clarification. These programs will be implemented through the following activities:

- 1) Address internal/external communication between Juvenile court units and law enforcement relative to youth gang members under the Court's jurisdiction.
- 2) Increase the Juvenile Court's ability to implement gang intervention strategies, programs and activities, particularly in conjunction with those law enforcement agencies charged with dealing with the gang population.
- 3) Develop coordinated services and treatment plans that are gang-specific and focus on decreasing involvement in illegal gang activities and behavior.
- 4) Develop and implement a gang-specific intervention curriculum that focuses on reducing gang involvement, recruitment efforts, and providing positive alternatives to gang involvement.
- 5) Develop specific intervention curriculum for gang-involved youth held in detention facilities.

The "GRIT" team will gather information on gang trends, activities and on-street monitoring. Provide access to a computer software program that will allow street officers to determine probation status and probation conditions of youth gang members. Provide a street law skill curriculum that orients itself to active gang-involved youth.

- b. Assessment, Intervention, and Transition Program (AITP) The County will operate a 30-day secure treatment program operated out of Donald E. Long Juvenile Detention Home.
  - 1) This program will be targeted for youth who are exhibiting out-of-control behaviors and cannot be contained in the community without sufficient constraint, controls, and treatment.
  - 2) The youth must be adjudicated and/or currently be on probation.
  - 3) The purpose is to provide an intermediate treatment resource for youth who are a threat to the community and cannot be maintained and treated in non-secure residential treatment facilities. It is expected to serve 216 gang youth during a one year period.
  - 4) The County shall maintain qualified professional Mental Health staff and comply with the State Mental Health and Disabilities Services Division Rules OAR 309-15-000 through 309-16-105.

## SECTION A.1.b. continued

- 5) Youth served in this program shall receive Medicaid reimbursable Mental Health Rehabilitative services in accord with the youths' treatment plan to include but not limited to mental health assessment; individual, family, and group therapy; individual and group skill training; and professional consultation.
  - 6) Each youth shall have a written individual treatment plan developed and reviewed under direction of a physician from assessment data that specifies the type and duration of treatment needed to remedy the defined physical, social, and mental disorder of the youth.
  - 7) The County will provide each youth with maintenance (room, board, clothing, personal incidentals, etc.) and structured supervision and behavior control twenty-four (24) hours per day, seven (7) days per week by professional staff on shift schedules in a secure facility.
  - 8) The division will enter into an Inter-Governmental Agreement with the State Mental Health and Developmental Disabilities Services Division for the transfer of State General Funds to be used for matching the Federal Funds needed to provide the Mental Health Services provided the youth in conjunction with the Multnomah County Social Services Division.
- c. The County will work cooperatively with the various cultural and ethnic groups in the community including African-American, Hispanic, and Asian to provide the following services to youth who have been designated as gang involved to prevent their commitment to the State Training School, and/or to integrate or transition these youth successfully back into the community.
- 1) individual and group and family counseling
  - 2) social skill training
  - 3) anger control and reduction of anti-social behavior
  - 4) employment counseling, work training, and job placement
  - 5) drug and alcohol, and other substance abuse counseling and rehabilitation
  - 6) public school and other educational and vocational training opportunities
  - 7) residential care/treatment facilities
  - 8) other services identified to meet the needs of gang involved youth.
- d. House of Umoja The County will work cooperatively with the Portland African-American community in the operation of a residential program offering a home environment to youthful gang members who are otherwise unable to remain at home and are not accepted into other community-based treatment programs. The program will serve boys' ages 15 to 18 years of age, providing them with the unique living milieu while offering individual counseling, employment, recreational, and educational opportunities. The projected length of stay is six months to one year.
- e. Alfred Yaun Child Care Centers
- 1) The County agrees to enter into a contract with Alfred Yaun Child Care Centers for the following services to gang involved youth: monitoring youth's daily activities; family/provider liaison; tutorial and other educational opportunities; drug and alcohol counseling; support groups; and family counseling. These services shall be in addition to the services Alfred Yaun Child Care Center is providing to the Division under separate contract.

SECTION A.1.e continued

- 2) The County will also purchase one (1) ADP bed space at the Alfred Yaun Youth Care Center for gang involved youth who require residential care/treatment.
- f. The County will contract for one (1) ADP with each of the following organizations to provide individual and family counseling to gang involved youth and their parents, and crisis and supportive services when needed.
  - 1) Emmanuel Temple Full Gospel Pentecostal Church
  - 2) Mt. Sinai Community Baptist Church
  - 3) Christian Counseling Center

The County shall assure that these contractors are in compliance with the standards and procedures outlined in Exhibit I as attached and made a part of this Agreement.

- g. The County will sub-contract with the Minority Youth Concerns Action Program, Inc. for management and counseling services for up to 28.5 ADP of gang involved youth. These services shall include; counseling for anger control management and behavior control, depression, grief and loss, skill building and self esteem, and social skill building and improved community integration. These services shall be in addition to the services provided to the Division under a separate contract with Minority Youth Concerns Action Program, Inc.
- h. Discretionary Funds The County will work cooperatively with the Asian, Hispanic and other cultural groups to identify and fund services as described in Section A.1.c. for those youth who have been designated as gang involved, and specific treatment needs are not otherwise met by services stated above or are not available in the community. These services may be child specific or sub-contracted for a program serving a target population.

2. Reports -

- a. The County will collect the information on each youth served by the Project and a "Quarterly High Risk Client Report" will be submitted along with billings for payment. (See Exhibit II).
- b. The County will submit quarterly reports on activities and specific client services provided to the Asian, Hispanic, and other sub-culture groups served with the Discretionary Funds. This report shall be submitted to the Division's Office of Juvenile Corrections. Individual youth information shall also be included in the "High Risk Client Report".

SECTION B CONSIDERATION

1. As consideration for the services provided by the Contractor during the period beginning July 1, 1993 and ending December 31, 1993, the Division will pay to the Contractor, by check(s), an amount not to exceed \$495,957.49. to be paid as follows:
  - a. An amount not to exceed \$180,118.14 paid at the rate of \$30,019.69 per month for the operation of the special staff and activities known as the "Grit" team to

## SECTION B.1. a continued

increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies.

- b. An amount not to exceed \$122,037.78 paid at the rate of \$20,339.63 per month, for 9.0 ADP at the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
- c. An amount not to exceed \$122,661.96 paid at the rate of \$20,443.66 per month for the operation of the Assessment, Intervention, and Transition Program (AITP), a 30 day secure residential treatment facility serving an ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Training School. This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.
- d. An amount not to exceed \$17,464.62 for serving 1 ADP in residential care/treatment with Alfred Yaun Youth Care Centers, and counseling services to other designated gang involved youth. Payment shall be made as reimbursement for actual costs.
- e. An amount not to exceed \$16,200.00 to be billed at the rate of \$900.00 per month for each of the subcontracts with Emanuel Temple Full Gospel Pentecostal Church; Mt. Sinai Community Baptist Church; and Christian Counseling Center.
- f. An amount not to exceed \$14,907.00 for the sub-contract with "Minority Youth Concerns Action Program" for the purchase of special counseling and supportive services to an ADP of 28.5 gang involved youth. Payment shall be made at the rate of \$2,484.50 per month.
- g. An amount not to exceed \$22,567.99 for client specific services to Asian, Hispanic, and other sub-cultural gang youth. The County may bill this as needed.

**Paragraph 19 of the General Provisions not withstanding, the payment level stated herein is based on the level of expenditure authorized by the Division for the last quarter of the 1991-93 biennium. This contract is contingent upon enactment of the Division's 1993-1995 budget by the State Legislature. Following final approval of the Division's budget for the 1993-95 biennium, this contract may be amended or terminated, if necessary, to adjust the level of compensation.**

- 2 Billing The Contractor shall utilize the CSD 1017P 'High Risk Client Report' or similar forms provided by the Division, for the purpose of billing for services under this contract. This form shall be submitted along with the billing form attached as Exhibit III. Billings shall be submitted by the 10th of each month to: Office of Juvenile Corrections Services, Children's Services Division, 500 Summer St. NE., 2nd floor, Salem, OR 97310-1017.

SECTION C PROVISIONS SPECIFIC TO THIS CONTRACT

## 1. PROGRAM:

a. Definitions

- (1) Training School means MacLaren School for Boys, Hillcrest School of Oregon, Camp Tillamook, Camp Hilgard, Camp Florence, and Corvallis House
- (2) County Diversion Program is that array of services provided by the County using State down-sizing funds to youth under the jurisdiction of the County Juvenile Court, to maintain them in the community and reduce/sustain the rate of commitment to the state training school based on the county risk population ages 0 to 17 years of age.
- (3) Community Programs means those programs serving delinquent youth including Division diversion programs and youth care center, as well as programs developed in accord with approved County Diversion Plans.

- b. Contractor-Client Relationship: The Contractor will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the Contractor's service program. At the time arrangements are made for the Contractor's services, the Contractor will advise the child and parents or guardian of this provision. The Contractor shall notify the Division of all unresolved grievances.

- c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Division.

The Contractor shall be responsible for developing a plan to identify the steps to be taken toward becoming more culturally competent in order to more effectively serve culturally diverse youth. The plan must be received by the Division no later than December 31 of each even numbered year. During the regularly scheduled review of the Contractor's program, the Division shall review information regarding efforts to deliver services which benefit culturally diverse children and youth.

- d. Program Records, Controls, Reports and Monitoring Procedures: The Contractor agrees to maintain program records including statistical records, and to provide program records to the Division at times and in the form prescribed by the Division. The Contractor agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this contract. The Contractor also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Division.

- e. Worker's Compensation: The Contractor, its subcontractors, if any and all employers providing work, labor or materials under this contract are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers

## SECTION C.1.e continued

must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.

- f. Indemnification and Insurance: Notwithstanding the Hold Harmless Provision in the General Provisions of this contract, the Contractor and the Division shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Both the Division and the Contractor shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. Contractor may satisfy these requirements in any manner allowed by ORS 30.282. The Division shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the Contractor's insurance policy referred to in this paragraph, the Contractor shall immediately notify the Division verbally and in writing.

As evidence of the insurance coverage required by this contract, and prior to the execution of this contract, the Contractor shall furnish a certificate of insurance to Children's Services Division, ATTN: Contracts Manager, CSD, 4th Floor, HRB, 500 Summer ST NE, Salem, OR 97310. The certificate form to be completed by the Contractor's insurer will be maintained in the Division's file of this contract.

There shall not be any cancellation, material changes or failure to renew such insurance policy (policies) without 30 days prior notice to the Division.

## 2. PAYMENT

### a. Definitions

- (1) Restricted Funds are Division funds, including any interest accrued thereon, expendable only for costs identified in the budget document contained in the Contractor's approved Diversion Plan.
  - (2) Surplus Funds are that excess of restricted Division funds remaining after approved expenses have been deducted.
  - (3) Administrative costs are those support service costs incurred in provision of the services required by this contract by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.
- b. It is agreed that the amount to be paid under this contract may be changed by the Division as the result of Legislative action. The Division shall provide the Contractor written notice of any such change in payment.
  - c. Payment will be made by the Division to the Contractor, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing described in Billing, below.
  - d. Cost Allocation Plan The Contractor will provide the Division with a written Cost Allocation Plan covering the handling and distribution of indirect costs no later than 90 days from the start of the contract period.

## SECTION C..2. continued

- e. It is agreed that the Contractor may not expend more than 7.5% of the funds paid under this contract for administrative costs in support of the provision of the services required by this contract.
- f. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures:  
The Contractor agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect costs and funds expended in the performance of this contract, and all revenue received for programs under this contract. The Contractor agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Division.
- g. When an independent audit is performed, a copy of the audit, together with a statement of revenue and expenditures reported on a functional basis, the required opinions, assurances and the Auditors letter of recommendations shall be sent to the Division no later than 60 days after completion of the audit.
- h. The Division reserves the right to periodically audit and review the actual expenses of the Contractor for the following purposes:
  - (1) To document the relation between the Contractor's budget contained in the approved Diversion Plan and the amounts spent by the Contractor.
  - (2) To assure that the Contractor's expenses are in accordance with OMB A 122, 128 and 133 as applicable.

If it is determined from the Contractor's expense statements or the audits referred to above that the Contractor has made expenditures from the funds under this Contract for costs which are not allowable under the contract or have not been approved by the Division, the Contractor agrees to promptly refund the moneys so expended to the Division upon request.
- i. If it is determined, from the Contractor's expense statements or the audits referred to above, that funds remain at the end of the contract term after approved expenses have been deducted from restricted funds paid under this contract, such funds shall remain restricted and shall be used to provide services during the subsequent contract periods. A plan for expenditures of carry-over funds must be submitted to the Division at the same time the budget plan for the subsequent contract period is submitted.  
The Contractor agrees that if this contract is terminated prior to the contract term ending date, or if immediately following expiration of this contract the Division and the Contractor do not enter into a subsequent contract for the services herein contracted, the Contractor will promptly refund these surplus restricted funds.
- j. If the Contractor fails to comply with the provisions of Sections d. through i. above, the Division may invoke the remedies available to it under General Provision clauses entitled, "Remedies" and "Recovery of Overpayments."

## GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.
2. Payments under this Contract - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.
3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.
4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Division's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Division, or if the Division is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.
5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.
6. Access to Records - The Division, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.
7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.
8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval from the Division, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Division of a subcontract shall not result in any obligations to the Division in addition to the agreed rates of payment and total consideration. Any subcontracts which the Division may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.
9. Force Majeure - Contractor shall not be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Division upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Division may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Division, under any of the following conditions:

1) If Division funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under this paragraph b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Division, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Division specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Division may authorize.

If the contract is terminated under this paragraph c., the Division's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Division. The rights and remedies of the Division in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided to the Division by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Division's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Division to enforce any provision of this contract shall not constitute a waiver by the Division of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Division.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save and hold harmless the State of Oregon, the Department of Human Resources, the Division and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Division which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Division may deem necessary. No approval by the Division of any assignment or transfer of interest shall be deemed to create any obligation of the Division in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Division certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Division's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Division, result in payments to the Contractor to which the Contractor is not entitled, the Division, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds \$25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Division and is not exclusively for the benefit of Division clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the state of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Division.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than \$10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A-102, ¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds \$100,000, then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Division and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed \$100,000 shall include this language. OMB Circular A-102, ¶14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any such officer, employee or member in connection with this federal contract, grant, loan or

cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Division for any damages suffered by the Division as a result of the undersigned's failure to comply with the terms of this certification.

This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

## ADDENDUM TO GENERAL PROVISIONS

### CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW AS FOLLOWS:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

- (2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

- (2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

- (2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

### RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

## EXHIBIT I

### PURPOSE

The purpose of this program is to provide designated gang youth with counseling, crisis intervention services, and other support and related services to assist them in avoiding further gang activities and adopting a more productive life style.

### ASSESSMENT

The programs shall conduct a comprehensive assessment and develop a treatment plan within 30 days of acceptance. The assessment shall be a written statement of conclusions about the following areas and their relevance to the current difficulties the youth presents:

- A. The conclusions shall include a description of the youth's strengths and deficits as well as the resources available in the community and within the youth's family;
- B. The youth's physical, social, psychological, education, and cultural needs;
- C. The youth's family's social, ethnic, economic, emotional and interpersonal relationships;
- D. The community attitude related to the youth's ability to function successfully, including concerns, relevant expectations for change in the child, and acceptance of the youth in the community involvement.

The treatment plan shall identify the specific areas needing change, modification, enhancement, or elimination. It shall be time limited and goal directed, with measurable indicators of change. The plan shall delineate the specific services to be provided.

### SERVICES TO BE PROVIDED

A minimum of 8 hours per month of counseling and discussion shall be provided each youth, using a combination of the following activities:

#### A. Individual Counseling

Each youth will be seen in a one-to-one situation for a minimum of four hours per month. These sessions will be planned, scheduled, and structured with specific treatment objectives to be accomplished. They are to be confidentially and progress note must be recorded for each session.

#### B. Family Counseling

Where parents or other significant adults in the life of the youth are available and willing to participate, attempts shall be made to bring about a working relationship between the parent and the youth; to achieve resolution of the parent/child conflict, and to gain parental support for the youth's efforts at rehabilitation and/or emancipation.

### C. Group Discussions

Pre-arranged and planned sessions involving several youth including peers in the community shall be scheduled and conducted on a regular basis. Staff shall guide these discussions to a positive conclusion, focusing on positive outcomes and accomplishments, including motivation for positive change in behavior and attitudes.

### PLANNED ACTIVITIES

Positive interaction between youth, peers, parents, and other meaningful adults shall be encouraged through social recreational, and cultural events. The number of events and types of events per month shall be as determined appropriate by the Contractor and mutually agreed upon by the Division.

### EMERGENCY/CRISIS SERVICES

Persons shall be available to assist, counsel, or provide support to a youth and/or parents in times of emergencies or personal crisis. This may be a direct service, or it may be provided by making appropriate connection with other agencies or resources within the community.

### CASE REVIEWS

A case review is to be held once a month on each youth. A written summary of the past months activities and involvement with the youth shall be presented. The written treatment plan shall be reviewed and up-dated at each review.

### WRITTEN REPORTS

A written report shall be prepared every three months. A final report shall be written no later than 30 days after the services are terminated, summarizing the activities and services provided, making an assessment of the youth's situation and describing any growth, progress or achievements the youth has made during involvement in the program. Recommendations shall be made regarding any further services or resources that are needed or would be helpful in future contacts with the youth.

# QUARTERLY HIGH RISK CLIENT REPORT

*Exhibit II*

COUNTY NAME: \_\_\_\_\_

Circle One 1 2 3 4 Quarter

YEAR: \_\_\_\_\_

NAME Last First MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
AKA Last First MI							
NAME Last First MI	SEX <input type="radio"/> M <input type="radio"/> F	ETHNIC	DOB Mo Dy Yr	TYPE SERVICE	TYPE SERVICE	TYPE SERVICE	DETEN. DAYS
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AKA Last First MI							

Send completed form by the 10th of January, April, July, October to: Office of Juvenile Corrections  
Children's Services Division  
198 Commercial St. S.E.  
Salem, Oregon 97310-0450

EXHIBIT III

BILLING FOR GANG PROJECT

COUNTY \_\_\_\_\_ FOR MONTH OF \_\_\_\_\_

I CERTIFY THAT THE GANG SERVICES AS SPECIFIED IN THE CURRENT  
CONTRACT WITH THE CHILDREN'S SERVICES DIVISION, HAVE BEEN  
PROVIDED TO THE TARGETED YOUTH DURING THE MONTH OF \_\_\_\_\_  
19\_\_\_\_. PLEASE PAY THE FOLLOWING AMOUNTS:

GANG RESOURCE INTEGRATION TEAM (G.R.I.T.)	\$ _____
HOUSE OF UMOJA	\$ _____
ASSESSMENT, INTERVENTION, AND TRANSITION PROGRAM	\$ _____
YAUN YOUTH CARE CENTER	\$ _____
EMMANUEL TEMPLE FULL GOSPEL PENTECOSTAL CHURCH	\$ _____
MT. SINIA COMMUNITY BAPTIST CHURCH	\$ _____
CHRISTIAN COUNSELING CENTER	\$ _____
MINORITY YOUTH CONCERNS ACTION PROGRAM	\$ _____
DISCRETIONARY	\$ _____
TOTAL	\$ _____

\_\_\_\_\_  
AUTHOTRIZED SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

Meeting Date JUN 24 1993

Agenda No: C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM  
(For Non-Budgetary Items)

Subject: Biennium 1993-95 Revenue Agreement Between State Housing and Community Services Department and Multnomah County Housing and Community Services Division, for Community Action Programs.

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_

Date Date  
DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Rey España

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division is processing the State revenue agreement for the biennium period July 1, 1993 through June 30, 1995, which allocates federal and state funds for community action programs. This renews an ongoing revenue process.

The agreement includes allocations which are adjusted quarterly through a Notice of Adjustment. The allocation included in this package is for approximately \$6,654,340. This figure includes biennium allocations and different federal fiscal years. The Division uses the allocations as a base for County Budget and Budget Modification submissions.

The revenue agreement package is lengthy. A full copy is available from the Clerk of the Board; the copy attached to this agenda placement does not include Part 3: Work Plan Exhibits and Assurances. The work plans are not required by the State for contract processing.

Contract #: 10534

SIGNATURES:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: [Signature]

(All accompanying documents must have required signatures)

hcsd94a

*Originals sent to  
Rey España on  
6-25-93.*

BOARD OF  
COUNTY COMMISSIONERS  
JUN 14 AM 11:43  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339  
COMMUNITY ACTION PROGRAM OFFICE (503) 248-5464  
421 S.W. FIFTH, SECOND FLOOR  
PORTLAND, OREGON 97204-2221  
FAX # (503) 248-3332

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

## MEMORANDUM

TO: H.C. Miggins, Acting County Chair

VIA: Gary Nakao, Director  
Department of Social Services *[Signature]*

FROM: Norm Monroe, Director  
Housing and Community Services Division

DATE: June 1, 1993

SUBJECT: FY 1993-95 Revenue Contract from State Housing and Community Services Department

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached revenue contract from Oregon Housing and Community Services, for the period July 1, 1993 through June 30, 1995.

Analysis: The Housing and Community Services Division, Community Action Program has received the biennium revenue contract from the Oregon Housing and Community Services Department. This agreement allocates federal and state funds for community action programs for low income and homeless people. The funds pay for weatherization services, emergency basic needs services for the homeless, energy assistance and other support services for low income people in Multnomah County.

The biennium allocation is \$6,654,340, subject to change. This covers different federal and state fiscal years; the Division uses the County Budget process to allocate funds for the County's fiscal year.

The revenues are subject to change through a quarterly Notice of Adjustment process.

Background: These funds are included in the Housing and Community Services Division budget.

hscd94z

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

FY93-95

Contract # 100314Amendment # —

MULTNOMAH COUNTY OREGON

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-5</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>

Department Social Services Division HCSD Date June 10, 1993Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2ndAdministrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2ndDescription of Contract State biennium contract for Community Action funds.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Housing & Community Services Dept. \_\_\_\_\_Mailing Address 1600 State St., #200Salem, OR 97310-0161Phone (503) 378-4343Employer ID# or SS# N/AEffective Date July 1, 1993Termination Date June 30, 1995

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 6,654,340**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director [Signature]

(Class II Contracts Only)

County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration [Signature]

(Class I, Class II Contracts Only)

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☒ Monthly \$ Per invoice ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐Date 10 June 93

Date \_\_\_\_\_

Date 6-11-93Date 6/24/93

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.		SEE	ATTACHED								
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

Contract No. 50206

AGREEMENT FOR THE DELEGATION OF FUNDS

Part 1. Signators

This Agreement is between the State of Oregon acting by and through Housing and Community Services Department, hereinafter referred to as "HCS" and,

**MULTNOMAH COUNTY COMMUNITY ACTION PROGRAM OFFICE  
421 SW 5TH - 2ND FLOOR  
PORTLAND OR 97204**

hereinafter referred to as "SUBGRANTEE".

1. Term of Agreement

This Agreement covers the period July 1, 1993 through June 30, 1995; however, this Agreement is not effective until signed by HCS.

2. Contract Documents

This Agreement consists of the following documents:

Part 1. Signators and Schedule of Programs with Budget Resources

Part 2. General Provisions

Part 3. Work Plan Exhibits and Assurances

3. Statement of Work

SUBGRANTEE shall perform in a satisfactory manner the Work Plan for each HCS program for which funds are provided under this Agreement. These Work Plans are included in Part 3 of this Agreement. The SUBGRANTEE shall perform all activities in accordance with the approved Work Plans, Budgets and other terms and conditions of this Agreement.

4. Approved Programs and Allocations

Subject to funding availability and any adjustment pursuant to Part 2, Section 2(b) HCS will provide funds from State and Federal sources to SUBGRANTEE for program implementation and for administrative costs as shown on the following schedule, in accordance with Part 2, Section 2(d).

The percentage of provided funds identified as administration (ADMIN) is the maximum amount that the SUBGRANTEE may use for administrative expenses.

5. Approval

SUBGRANTEE shall not begin work on any program(s) described in this Agreement until written notification of authority to begin work on a specific program is received from HCS.

6. SUBGRANTEE Data

Name:

Address:

Telephone #:

Federal I.D. #:

7. MERGER

THIS AGREEMENT AND ANY WRITTEN NOTICE OF ADJUSTMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR ANY NOTICE OF ADJUSTMENT, NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN THE TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

8. Signators

SUBGRANTEE, by the signature below of its authorized representatives, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

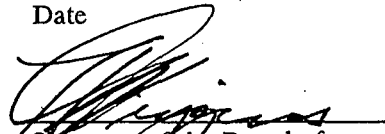
AGREED:

  
Signature of Director

APPROVED:

Housing and Community Services Department  
Community Services Division  
Gustavo Wilson, Administrator

Date

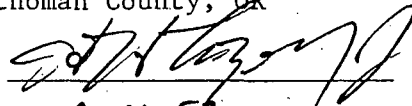
  
Signature of the Board of  
Directors Chairperson

Date

REVIEWED:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, OR

By:

  
Date: 6-11-93

Date

Reviewed by Contracts Manager

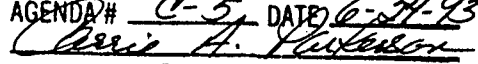
Date

Reviewed for Legal Sufficiency:

By:

Date:

Reviewed for Legal Sufficiency for Agreements  
Executed prior to January 1, 1992.

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 6-24-93  
  
BOARD CLERK

**MULTNOMAH COUNTY COMMUNITY ACTION PROGRAM OFFICE**
**Contract No. CS-93/95 50206**
**Date: April 1, 1993**

<b>PROGRAM</b>	<b>COST CENTER</b>	<b>PROGRAM PERIOD</b>	<b>TOTAL FUNDS ALLOCATED</b>
<b>Low Income Energy Assistance Program (LIEAP)</b>			100% ADMIN
FFY 94	670-5-40-00-00-94	100193-063094	\$184,282
FFY 95	670-5-40-00-00-95	070194-063095	\$184,282
<b>Low Income Energy Assistance Weatherization Program (LIEAP-WX)</b>			ADMIN NOT TO EXCEED 7.5%
FFY 93 DELAYED	671-5-40-00-00-93	100193-123193	\$183,597
FFY 94	671-5-40-00-00-94	010194-063094	\$368,669
FFY 95	671-5-40-00-00-95	070194-063095	\$368,669
<b>Low Income Energy Assistance Weatherization Program (LIEAP-WX-NA)</b>			ADMIN NOT TO EXCEED 7.5%
FFY 93 DELAYED	671-5-40-00-00-93	100193-123193	\$0
FFY 94	671-5-40-00-00-94	010194-063094	\$0
FFY 95	671-5-40-00-00-95	070194-063095	\$0
<b>Department of Energy Weatherization Program (DOE-WX)</b>			ADMIN NOT TO EXCEED 5%
FFY 94	672-5-40-00-00-94	070193-033194	\$188,412
FFY 95	672-5-40-00-00-95	040194-033195	\$332,530
FFY 96	672-5-40-00-00-96	040195-063095	\$188,412
<b>Department of Energy Weatherization Program (DOE-WX-NA)</b>			ADMIN NOT TO EXCEED 10%
FFY 94	672-5-40-00-00-94	070193-033194	\$0
FFY 95	672-5-40-00-00-95	040194-033195	\$0
FFY 96	672-5-40-00-00-96	040195-063095	\$0
<b>Department of Energy Training &amp; Technical Assistance Program (DOE-T&amp;TA)</b>			ADMIN NOT ALLOWABLE
FFY 94	673-5-40-00-00-94	070193-033194	\$0
FFY 95	673-5-40-00-00-95	040194-033195	\$1,500
FFY 96	673-5-40-00-00-96	040195-063095	\$1,500
<b>Petroleum Violation Escrow Funds Stripper Well (PVE-SW)</b>			ADMIN NOT ALLOWABLE
FFY 95	415-5-40-00-00-00	070193-063095	\$468,685
<b>Petroleum Violation Escrow Funds Stripper Well (PVE-SW-NA)</b>			ADMIN NOT ALLOWABLE
FFY 95	415-5-40-00-00-00	070193-063095	\$0
<b>Petroleum Violation Escrow Funds Diamond Shamrock (PVE-DS)</b>			ADMIN NOT ALLOWABLE
FFY 94	416-5-40-00-00-00	070193-063094	\$0
<b>Petroleum Violation Escrow Funds Exxon (PVE-EXXON)</b>			ADMIN NOT ALLOWABLE
FFY 94	417-5-40-00-00-94	070193-033194	\$0

**MULTNOMAH COUNTY COMMUNITY ACTION PROGRAM OFFICE**
**Contract No. CS-93/95 50206**
**Date: April 1, 1993**

<b>PROGRAM</b>	<b>COST CENTER</b>	<b>PROGRAM PERIOD</b>	<b>TOTAL FUNDS ALLOCATED</b>
<b>Petroleum Violation Escrow Funds Stripper Well Multi-Family (PVE-SW-MF)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 93	415-5-40-00-00-00	070193-123193	\$0
<b>Bonneville Power Administration Low-Income Weatherization (BPA-WX)</b>			<b>ADMIN NOT TO EXCEED 15%</b>
FFY 94	642-5-40-00-00-94	070193-063094	\$0
<b>Community Services Block Grant (CSBG)</b>			<b>ADMIN NOT TO EXCEED 15%</b>
FFY 93	691-5-40-00-00-93	070193-123193	\$0
FFY 94	691-5-40-00-00-94	010194-123194	\$0
FFY 95	691-5-40-00-00-95	010195-063095	\$0
<b>Community Services Block Grant (CSBG)</b>			<b>ADMIN NOT TO EXCEED 15%</b>
FFY 93	691-5-40-00-00-93	070193-063094	\$552,847
FFY 94	691-5-40-00-00-94	070194-063095	\$552,847
<b>Community Services Block Grant Homeless (CSBG-H)</b>			<b>ADMIN NOT TO EXCEED 15%</b>
FFY 93	681-5-40-00-00-93	070193-063094	\$57,039
FFY 94	681-5-40-00-00-94	070194-063095	\$57,039
<b>Emergency Shelter Grant Program (ESGP)</b>			<b>ADMIN NOT TO EXCEED 2.5%</b>
FFY 94	682-5-40-00-00-94	070193-063094	\$73,295
FFY 95	682-5-40-00-00-95	070194-063095	\$73,295
<b>State Homeless Assistance Program (SHAP)</b>			<b>ADMIN NOT TO EXCEED 10%</b>
FFY 95	785-5-40-00-00-00	070193-063095	\$991,171
<b>State Legalization Impact Assistance Grant (SLIAG)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 95	485-5-40-00-00-00	070193-063095	\$0
<b>Commodity Supplemental Food Program (CSFP)</b>			<b>ADMIN NOT TO EXCEED 15%</b>
FFY 93	695-5-40-00-00-93	070193-093093	\$0
FFY 94	695-5-40-00-00-94	100193-093094	\$0
FFY 95	695-5-40-00-00-95	100194-063095	\$0
<b>Temporary Emergency Food Assistance Program (TEFAP)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 93	693-5-40-00-00-93	070193-093093	\$0
FFY 94	693-5-40-00-00-94	100193-093094	\$0
FFY 95	693-5-40-00-00-95	100194-063095	\$0
<b>Oregon Partners in Energy (OPIE)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 94	677-5-40-00-00-94	070193-063094	\$0

**MULTNOMAH COUNTY COMMUNITY ACTION PROGRAM OFFICE**
**Contract No. CS-93/95 50206**
**Date: April 1, 1993**

<b>PROGRAM</b>	<b>COST CENTER</b>	<b>PROGRAM PERIOD</b>	<b>TOTAL FUNDS ALLOCATED</b>
<b>Community Food &amp; Nutrition Program (CFNP)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 93	694-5-40-00-00-93	070193-093093	\$0
FFY 94	694-5-40-00-00-94	100193-093094	\$0
FFY 95	694-5-40-00-00-95	100194-063095	\$0
<b>Rural Housing Preservation Grant (RHPG)</b>			<b>ADMIN NOT TO EXCEED 9.8%</b>
FFY 93	684-5-40-00-00-93	070193-093093	\$0
FFY 94	684-5-40-00-00-94	100193-093094	\$0
FFY 95	684-5-40-00-00-95	100194-063095	\$0
<b>Emergency Housing Account Program (EHA)</b>			<b>ADMIN NOT TO EXCEED 5%</b>
FFY 95	445-5-40-00-00-00	070193-063095	\$1,322,892
<b>Emergency Housing Account Program - Emergency Assistance (EHA-EA)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 95	044-5-40-00-00-00	070193-063095	\$0 PROGRAM \$s ONLY; NO ADMIN
<b>Emergency Housing Account Program-Emergency Assistance-Federal Match (EHA-EA-FM)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 95	044-5-40-00-00-00	070193-063095	\$0
<b>Supplemental Assistance for Facilities to Assist the Homeless (SAFAH)</b>			<b>ADMIN IS SPECIFIED</b>
FFY 94	624-5-40-00-00-94	070193-063094	\$14,615 ADMIN
FFY 94	624-5-40-00-00-94	070193-063094	\$233,376 PROGRAM
FFY 95	624-5-40-00-00-95	070194-063095	\$15,010 ADMIN
FFY 95	624-5-40-00-00-95	070194-063095	\$240,376 PROGRAM
<b>Fund for the Improvement of Post-Secondary Education (FIPSE)</b>			<b>ADMIN NOT ALLOWABLE</b>
FFY 93	690-5-40-00-00-93	070193-093093	\$0
FFY 94	690-5-40-00-00-94	100193-093094	\$0
<b>Tribal Commodity Food Program (TCFP)</b>			<b>ADMIN IS SPECIFIED</b>
FFY 93	697-5-40-00-00-93	070193-093093	\$0
FFY 94	697-5-40-00-00-94	100193-093094	\$0

DATE PRINTED: 29-May-93

## CONTRACT APPROVAL FORM SUPPLEMENT

HOUSING AND COMMUNITY SERVICES DIVISION, COMMUNITY ACTION PROGRAM, FY 1993-95

CONTRACTOR: STATE COMMUNITY SERVICES (scs95)

MOD #

REVENUE CONTRACT 10234

LINE	FUND	AGENCY	ORG	REV CODE	LGFS DESCRIPTION	CONTRACT AMOUNT	ADJUST 1	ADJUST 2	TOTAL
01	156	010	1730	2071	CSBG fy94	\$552,847			552,847
	156	010	1730	2071	CSBG fy95	552,847			552,847
02	156	010	1730	2072	LIEAP FY94	184,282			184,282
	156	010	1730	2072	LIEAP FY95	184,282			184,282
03	156	010	1730	2073	LIEAP WX to 12/93	183,597			183,597
	156	010	1730	2073	LIEAP WX to 6/94	368,669			368,669
	156	010	1730	2073	LIEAP WX to 6/95	368,669			368,669
04	156	010	1730	2077	PVE - WX fy93-95	468,685			468,685
05	156	010	1730	2090	USDOE-WX to 3/94	188,412			188,412
	156	010	1730	2090	USDOE-WX to 3/95	332,530			332,530
	156	010	1730	2090	USDOE-WX to 6/95	188,412			188,412
06	156	010	1730	2095	CSBG-H fy94	57,039			57,039
	156	010	1730	2095	CSBG-H fy95	57,039			57,039
07	156	010	1730	2394	SHAP fy95	991,171			991,171
08	156	010	1730	2090	DOE T&TA to 3/95	1,500			1,500
	156	010	1730	2090	DOE T&TA to 6/95	1,500			1,500
09	156	010	1730	2094	ESGP fy94	73,295			73,295
	156	010	1730	2094	ESGP fy95	73,295			73,295
10	156	010	1730	2056	SLIAG fy94	0			0
11	156	010	1730	2335	EHA, FY93-95	1,322,892			1,322,892
12	156	010	1730	2116	SAFAH, FY94	247,991			247,991
	156	010	1730	2116	SAFAH, FY95	255,386			255,386
						\$6,654,340	\$0	\$0	\$6,654,340

MEETING DATE: JUN 24 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Revenue Agreement with the City of Portland

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: 24 June 1993

Amount of Time Needed: 10 Minutes

DEPARTMENT: Social Services

DIVISION: Juvenile Justice

CONTACT: Christine White

TELEPHONE #: 248-3202

BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn/Lorenzo Poe

ACTION REQUESTED:

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

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

Ratification of Intergovernmental Agreement Contract #10884, between the City of Portland and Multnomah County, Juvenile Justice Division, Providing Continued Support for the Youth Employment and Empowerment Project (YEEP) for the Period July 1, 1993 through June 30, 1994

Originals sent to / Picked up  
Chris White on  
6-25-93

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

John White/DJ

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

1993 JUN 14 AM 11:43  
MULTNOMAH COUNTY  
OREGON  
CLERK OF  
COUNTY COMMISSIONERS



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • 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: Hank Miggins, Acting Chair  
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director  
Department of Social Services *Gary Nakao/DB*

FROM: *H* Harold Ogburn, Director  
Juvenile Justice Division

DATE: June 10, 1993

SUBJECT: Approval of an Intergovernmental Revenue Agreement Between the Juvenile Justice Division and the City of Portland

RECOMMENDATION: The Juvenile Justice Division (JJD) recommends Board's approval of an Intergovernmental Revenue Agreement between the Division and the City of Portland for \$208,000 to support the Youth Employment and Empowerment Project (YEEP).

BACKGROUND/ANALYSIS: This is the second year of the YEEP demonstration project. During FY 1992-93 the City of Portland dedicated \$200,000 to the project and has increased their contribution for FY 1993-94 by \$8,000. These dollars will be allocated to the participating Coalition agencies associated with this project. The Division holds individual contracts with the participating agencies. Each contract is based on unit cost reimbursement for each youth served through the three levels of involvement with YEEP: Pre-Employment Training, Job Placement, and Job Retention Services. These dollars are allocated through June 30, 1994 and will cover services to a minimum of 202 youth.

The Juvenile Justice Division strongly recommends the Board's approval of this Intergovernmental Revenue Agreement.



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

fy 9394 Rev. 5/92

MULTNOMAH COUNTY OREGON

Contract # 102324  
Amendment # —

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK

Department Social Services Division Juvenile Justice Date 10 June 1993

Contract Originator Chris White (LP) Phone 248-3202 Bldg/Room JJD/B311

Administrative Contact Chris White Phone 248-3202 Bldg/Room JJD/B311

Description of Contract This intergovernmental agreement between the City of Portland and the County will allow for the receipt of \$208,000 devoted to the Youth Empowerment and Employment Project. These dollars will be subcontracted to participating agencies for direct service to gang kids.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date 6/30/94

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland  
 Mailing Address City Hall, 1120 SW 5th  
Portland, OR, 97204  
 Phone 289-6114  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1993  
 Termination Date June 30, 1994  
 Original Contract Amount \$ 208,000  
 Total Amount of Previous Amendments \$ 0  
 Amount of Amendment \$ 0  
 Total Amount of Agreement \$ 208,000

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_  
☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt  
☐ Monthly \$ \_\_\_\_\_ ☐ Net 30  
☒ Other \$52,000 at the beginning of each quarter  
☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## **REQUIRED SIGNATURES:**

Department Manager Gary Nakao/DB  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes ☐ No ☐  
 Date 10 June 93  
 Date 6-11-93  
 Date 6/24/93  
 Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2540			2770		YEPC	C. City of Portland	208,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE CONTRACT ADMINISTRATION CANADY INITIATION PINK FINANCE

## INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is between Multnomah County through it's Juvenile Justice Division (COUNTY) and the City of Portland (CITY). It is for the period beginning July 1, 1993, and ending June 30, 1994.

### Recitals:

- A. There is a need to provide gang involved and gang affected youth with career based employment opportunities.
- B. A coalition of business, non-profit service agencies and government entities have committed to working together to provide and coordinate services to this population.
- C. The COUNTY has been designated to coordinate and provide service to this population.
- D. The COUNTY intends to contract with agencies of the Youth Employment and Empowerment Coalition to provide pre-employment, case management, and other support services.
- E. Funding is provided by the CITY, the State of Oregon, and other sources.
- F. The CITY has committed \$208,000 for fiscal year 1993-94.
- G. The service agencies participating as the Youth Employment and Empowerment Coalition include: Urban League, Emanuel Community General Services, Yaun Child Care Center, Minority Youth Concerns Action Program, Open Meadow Learning Center, Portland House of Umoja, The Private Industries Council, Serendipity Academy, Lents Education Center, Self Enhancement, Inc., Portland Opportunities Industrialization Center, Christian Women Against Crime, Give Us This Day, Northeast Neighborhood Coalition, Oregon Outreach and Mainstream Youth Program, Inc.
- H. The CITY now desires to enter into a formal agreement with the COUNTY for \$208,000 so that the COUNTY can proceed with this project without delay.

Now, therefore, in consideration of their mutual promises, the parties agree to the following:

### 1. COUNTY's Responsibilities:

- A. In being the receiver of all money towards the development of the project, the COUNTY will contract with agencies of the Youth Empowerment and Employment Coalition Project.
- B. The COUNTY will assign a minimum of one (1) FTE Staff to coordinate the project and oversee contractual process, to be placed at the Juvenile Justice Division within the Department of Social Services.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 2 of 9

- C. The COUNTY will report quarterly to the CITY (including the Bureau of Community Development) regarding expenditures of all dollars associated with this contract for this project. All expenditures reported to CITY will be for reimbursement to the subcontractors based on a unit cost model. See Attachment A as a sample billing invoice for the subcontractor.
- D. The COUNTY will report quarterly to the CITY regarding the number of youth served and the services the youth receive under the terms of this agreement.
- E. That COUNTY then agrees:
- 1) In the second year of this demonstration project, the COUNTY will allow no more than 16 agencies as members of the Coalition to receive contracts for service under the terms of this agreement.
  - 2) The **TARGET POPULATION** which this project will serve includes:
    - a) gang involved and gang affected youth;
    - b) ages 14 and older;
    - c) males and females;
    - d) referred for service from one of the Coalition agencies.
  - 3) Under the terms of this agreement, a minimum of **202 youth will receive service**, of which a minimum of **202 will graduate from the pre-employment curriculum**, with a minimum of **202 being placed successfully in full, part, or summer-time unsubsidized employment.**

The projected schedule for these youth includes the following timeline:

	July-Sep.'93 Total	Oct.-Dec.'93 Total	Jan.-Mar.'94 Total	Apr.-June '94 Total
No. Referred	51	51	50	50
No. Graduated	51	51	50	50
No. Successfully Placed	51	51	50	50

- 4) The **SERVICES** targeted at this population may include, but are not limited to, the following areas:
- a) Pre-Employment Training: Needs assessment, resume preparation, application writing, interviewing, career exploration, employment requirements (Social Security number, photo ID, Work Permits, Birth Certificate);
  - b) Job Readiness Skills/Work Maturity: Demonstrating positive attitudes and behaviors, being consistently punctual, maintaining regular attendance, presenting appropriate appearance, exhibiting good interpersonal relations, completing tasks effectively and in a timely manner, giving attention to instructions from supervisors, giving meaningful feedback to supervisor;
  - c) Job Site Monitoring: Consultation and mediation with the employer and the youth to resolve difficulties, individual and group conferences to improve work place attitude, support for the youth and employer to maintain a positive employment situation;
  - d) Academic Skills: GED preparation and completion, educational tutoring, alternative educational services, basic educational services;
  - e) Support Services: Case management, drug and alcohol assessment, treatment and recovery support, basic living needs (transportation, clothing, food), self-esteem enhancement, cultural awareness, life skills development, moral and social enhancement, support services for parents, extended family and friendship bonding.
- 5) These services will be provided through a collaborative effort of participating agencies. The **SERVICE DELIVERY MODEL** will include the following elements:

Intake

- a) Multiple entry points for youth. All agencies participating in the Coalition will refer and serve youth.
- b) Youth will be assessed for current level of academic functioning and employability. A common assessment process will be used by all providers for both the reading and non-reading client.
- c) Agencies will conduct a uniform intake and collect common client information.
- d) Agencies will insure that youth have any essential employer required information.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 4 of 9

### Pre-Employment Training

- a) Agencies will provide pre-employment training from a curriculum which meets the commonly accepted work standards and competencies (see Attachment B).
- b) Youth will be evaluated for work maturity skills. Youth who have acquired work maturity skills and the accepted levels will be referred for a job placement interview. Youth who have not acquired work maturity skills will remain in extended pre-employment training and referred for other services as deemed necessary.

### Job Placement and Job Site Monitoring

- a) The Juvenile Justice Division will coordinate the single point of contact for job referrals. Employers will coordinate referrals of all jobs.
  - b) The Juvenile Justice Division will accept all job referrals and bring them to the Screening Committee of Coalition Agencies participating in the Project. This Committee will coordinate the assignment of job referrals for interviews. This Committee will meet regularly to coordinate referrals to ensure a timely response to employers. The Division will coordinate this Committee's activity.
  - c) The participating coalition agencies will refer a pool of applicants to the employers for jobs.
  - d) Once a youth is hired, the participating agencies will provide job site monitoring services. The agencies will have regular contact with the youth and the employer and act as a resource to assist in resolving difficult situations. The agency will continue to provide support to insure a positive experience for the youth and the employer as long as needed.
- 6) The following **MILESTONES** will be established in the implementation of this project:
- a) Of the 202 youth served under this agreement, 202 youth will complete and graduate from the pre-employment training and curriculum;
  - b) Of those 202 youth graduating to the Screening Committee for employment interviews, 202 youth will be placed in full, part, or summer-time (unsubsidized) employment throughout the duration of this project.
  - c) Youth will be considered successful in their employment placements when they remain employed for a minimum of 60 days.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 5 of 9

- d) Ninety (90) and one hundred twenty (120) day follow-up interviews will be provided by youth serving agencies for their youth placed in job assignments.

- F. The COUNTY will follow generally accepted fiscal management and accounting principals.
- G. The COUNTY will provide for the CITY an annual project evaluation within three (3) months of this agreement.
- H. The COUNTY will waive all administrative costs associated with this project.

### 2. CITY's Responsibilities:

- A. The CITY will pay the County on the following schedule:
  - At the beginning of each quarter of service (July, October, January, and April), a fourth of the total award will be paid to COUNTY upon receipt of billing invoice from COUNTY.
- B. The CITY will bring to the COUNTY's attention any problems or concerns they have with the payment process, as soon as said problems occur.
- C. Funds paid by the CITY to the COUNTY under this agreement are restricted funds. The COUNTY agrees to expend the agreement funds strictly in accordance with the terms of this agreement.
- D. The CITY reserves the right to periodically audit and review the actual expense of the COUNTY for the following purposes:
  - 1) **AUDIT OF PAYMENTS.** The CITY, either directly or through a designated representative, may audit the records of the COUNTY at any time during the period covered under this agreement.

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

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 6 of 9

- 2) If it is determined from the COUNTY's expense statements or the audits referred to above that funds remain at the end of the agreement after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement period. The COUNTY agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the CITY and COUNTY do not enter into a subsequent agreement for the services hereunder contracted, the COUNTY will promptly refund the surplus restricted funds.
3. Billing: CITY will pay COUNTY in payments upon receipt of invoice from COUNTY, as covered under the periods designated in the terms of this agreement.
4. Program Records, Control Reports, and Monitoring Procedure: The COUNTY agrees to maintain program records including statistical records and to provide program records to the CITY at times and in the form prescribed by the CITY. The COUNTY agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The COUNTY also agrees that a program and facilities review may be conducted at any reasonable time by persons authorized by the CITY. The COUNTY agrees to maintain fiscal records consistent with accepted accounting practices and controls, which will properly reflect all direct and indirect cost and funds expended in the performance of this agreement and all revenue received for programs under this agreement. The COUNTY agrees to collect financial statistics on a regular basis to make financial reports at times and in the form prescribed by the CITY.
5. Indemnification and Insurance: The COUNTY and the CITY shall not be responsible for any legal liability, loss, damages, costs, and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of incident to or resulting directly or indirectly from the acts of omissions of the other party under this agreement. Both the CITY and the COUNTY shall obtain and at all times keep in effect comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement or shall self insure for such risks. Such liability insurance, whatever the form, shall be in the amount not less than the limits of the public body tort liability specified ORS 30.270. In the event of the unilateral cancellation or restriction by the insurance company of the COUNTY's insurance policy referred to in this paragraph, the COUNTY shall immediately notify the CITY verbally and in writing.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 7 of 9

6. Compliance With Applicable Law, Licensing, and Program Standards: The COUNTY shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract. COUNTY shall comply with applicable state, county, and municipal standards for licensing, certification, and operation of required facilities; shall maintain any applicable professional license or certificate required to perform these services described in this contract and shall comply with any other standards or criteria described in this contract.
7. Equal Rights: The COUNTY agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.
8. Renegotiation or Modification: All alterations, variations, modifications, and waivers of provisions of this contract shall be valid only when they have been reduced to writing, signed by all parties, and attached to the original of this contract.
9. Excuses for Nonperformance: Neither party to this contract shall be held responsible for delay or failure in the performance of the activities required herein when such delay or failure is due to causes beyond the control and without the fault or negligence of the party. Such causes may include, but are not restricted to fire, flood, epidemic, strikes, acts of God, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers which cannot reasonably be forecast or provided against. Either party may terminate the contract after reasonably determining that such delay or failure will prevent continued performance of the contract and after given written notice to the other party of the cause, its effects on contract performance, and effective date of termination that the contract is so terminated the obligation of the CITY shall be limited to the payment for services provided in accordance with the contract prior to the date of termination.
10. Remedies: If the COUNTY fails to provide the services or perform any of the other requirements under the contract and such failure is not excused, the CITY, after given the COUNTY written notice of such failure may withhold part or all of the COUNTY's payment of services until such failure is corrected. If the COUNTY does not correct such failure within a reasonable time allowed by the CITY, the CITY may terminate the contract and any actions taken or not taken under it shall not affect the CITY's rights under the Termination section. The rights and remedies of the CITY in this section are not exclusive and are in addition to any other rights and remedies provided to the CITY by law or under this contract.
11. Termination:
  - A. This contract may be terminated by mutual consent of both parties or by either party upon sixty (60) days written notice delivered personally or by certified mail.

## INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 8 of 9

B. The CITY may also terminate this contract effective upon delivery of written notice to the COUNTY or at any later date as may be established by the CITY under any of the following conditions.

- 1) If CITY funding from federal, state, or other sources is not obtained; if decreased modified or limited; or if CITY expenditures are greater than anticipated such that funds are insufficient to allow for the purchase of services required under this contract. The contract may be modified to accommodate the change in available funds;
- 2) If federal or state laws, regulations, or requirements are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract and no longer qualify for the funding proposed for payments authorized by this contract;
- 3) If any license or certificate required by law or regulation to be held by the COUNTY to provide the services required by this contract is for any reason denied, revoked, not renewed or changed in such a way that the COUNTY no longer meets requirements for such license or certificate.

12. Hold Harmless Provision: To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, COUNTY agrees to defend, indemnify, save, and hold harmless the State of Oregon, The Department of Social Services, the CITY and their officers, agents, and employees from all claims, suits, or actions of whatever nature and any resulting damage, loss, cost, and expenses which they may sustain, incur, or be required to pay resulting from or arising out of acts, errors, or omissions of the COUNTY or its assignees, subcontractors, agents, or employees under this contract.
13. Funds Available and Authorized: The CITY certifies that at the time of signing this contract sufficient funds are authorized and available or anticipated to be available for the expenditure to finance costs of this agreement within the CITY's current appropriation or limitation.

INTERGOVERNMENTAL AGREEMENT

City of Portland

Page 9 of 9

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

CITY OF PORTLAND, OREGON

By: \_\_\_\_\_  
Commissioner, Gretchen Kafoury

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

By: \_\_\_\_\_  
Barbara Clark, City Auditor

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Jeffery L. Rogers, City Attorney

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

MULTNOMAH COUNTY, OREGON

By: \_\_\_\_\_  
Acting Chair Board of Commissioners

Date: 6-24-93

By: \_\_\_\_\_  
Harold Ogburn  
Division Director

Date: 6/10/93

By: \_\_\_\_\_  
Program Manager

Date: June 10, 1993

REVIEWED By:

for:

LAURENCE KRESSEL  
County Counsel for  
Multnomah County, Oregon

Date: 6-11-93

## YEEP BILLING INVOICE (attach CTS forms)

AGENCY \_\_\_\_\_

MONTH OF \_\_\_\_\_

Monthly allocation for base administrative costs

\$480.00

**Pre-Employment Training (\$750 GI / \$525 GA)** Before listing any youth, they must have reached 10 Hours & 7 Contacts of pre-employment training service.

Name	GI/GA	# Hours	# Contacts	
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Placement (\$225 GI / \$155 GA)

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_ \$ \_\_\_\_\_

**Sixty (60) Day Completion (\$525 GI / \$370 GA)** Before reporting any youth, they must have received 10 Hours & 7 Contacts of any service.

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 # Hours \_\_\_\_\_ # Contacts \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 # Hours \_\_\_\_\_ # Contacts \_\_\_\_\_ \$ \_\_\_\_\_

Name \_\_\_\_\_ GA/GI \_\_\_\_\_ Hire Date \_\_\_\_\_  
 Company \_\_\_\_\_ Supervisor \_\_\_\_\_ Phone \_\_\_\_\_  
 # Hours \_\_\_\_\_ # Contacts \_\_\_\_\_ \$ \_\_\_\_\_

Invoice Total

\$ \_\_\_\_\_

Authorized Agency Signature \_\_\_\_\_

Date \_\_\_\_\_

Please Remit to: Chris White 1401 NE 68th Ave., Portland, OR 97213 Phone: 248-3202

G:\DATA\CONTRACT\YEEP\INVOICE.FRM

"ATTACHMENT 5"  
 NORTHEAST RESCUE PLAN ACTION COMMITTEE  
 EMPLOYMENT AND EMPOWERMENT COALITION  
 WORK MATURITY COMPETENCIES  
 January 1992

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
<b>1. Making Career Decisions</b>			
<b>A. Aptitudes and Abilities</b>	The participant will identify aptitudes/abilities correctly		Pre/Post Test
1) Entry Level		Given a list of aptitudes/abilities the participant will correctly identify at least seven which apply to him/herself	
2) Continuum Level		The participant will identify at least two career choices. Seven aptitudes/abilities for each career choice will be identified.	
<b>B. Career Specific Skills</b>	The participant will identify specific skill areas required for career interests correctly.		Pre/Post Test
1) Entry Level		The participant will identify three areas of career interest, and list five skills needed to successfully do each job.	
2) Continuum Level		For both areas of career interest identified in competency area A the participant will identify seven skills required to successfully do each job.	
<b>2. Using Labor Market Information</b>			
<b>A. Labor Market Information Sources</b>	The participant will demonstrate competence in the use of labor market information by identifying requirements for specific areas of employment.		Pre/Post Test
1) Entry Level		The participant will identify five sources of employment information. Using three job listings from the Want Ads, the participant will then identify three skills or qualities required to be qualified for each job with 100% accuracy.	
2) Continuum Level		The participant will complete three Career Research Worksheets with 100% accuracy.	

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
<b>3. Preparing Resumes, Thank You Letters, Cover Letters</b>			
A. Written Job Search Tools	The participant will demonstrate the ability to correctly complete written job search tool.		Pre/Post Test
1) Entry Level		The participant will complete a Resume Worksheet with 100% accuracy.	
2) Continuum Level		The participant will produce a typed resume, a thank you letter, and a cover letter with 100% accuracy.	
<b>4. Completing Applications</b>			
A. Applications	The participant will demonstrate the ability to accurately complete applications for employment.		Pre/Post Test
1) Entry Level		The participant will complete one sample job application with 100% accuracy.	
2) Continuum Level		The participant will complete two retail job applications with 100% accuracy.	
<b>5. Interviewing Skills</b>			
A. Cold Calling	The participant will demonstrate the ability to complete cold calls successfully.		Pre/Post Test
1) Entry Level		The participant will complete the telephone script with 100% accuracy.	
2) Continuum Level		The participant will complete three mock calls while being rated by the trainer/advocate. The participant must receive a four out of five on the checklist for a mock telephone call.	
B. Mock Interviews	The participant will demonstrate the ability to complete job interviews successfully.		Pre/Post Test

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
------------------------	-------------------	------------------	--------------------------

1) Entry Level

The participant will complete at least one mock job interview. The participant must receive at least an 11 of 15 on the checklist for a mock interview.

2) Continuum Level

The participant will complete at least one mock job interview. The participant must receive at least 14 out of 15 on the checklist of a mock interview.

6. Demonstrating Positive Attitudes/Behavior

A. Attitudes/Behavior

The participant will:

Pre/Post Test

- 1) Demonstrate interest and enthusiasm;
- 2) Be courteous and cooperative;
- 3) Demonstrate concern for equipment and property;
- 4) Follow site safety rules;
- 5) Maintain work area in a neat and orderly fashion;
- 6) Show initiative;
- 7) Accept unpleasant tasks.

1) Entry Level

The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.

2) Continuum Level

The participant will demonstrate competence in six out of the seven items (1 through 7) as listed above.

Competency Area	Indicators	Benchmark	Assessment Method
-----------------	------------	-----------	-------------------

7. Exhibiting Good Interpersonal Relations

A. Interpersonal Relations

The participant will:

- 1) Communicate with others in a friendly manner;
- 2) Avoid discussing personal matters on the job;
- 3) Follow notification procedures when late/absent;
- 4) Work effectively with other trainees/workers;
- 5) Can work independently when appropriate;
- 6) Deal with criticism in a positive manner;
- 7) Seek feedback regarding performance.

1) Entry Level

The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.

Pre/Post Test

2) Continuum Level

The participant will demonstrate competence in six out of seven items (1 through 7) as listed above.

8. Completing Tasks Effectively

A. Task Completion

The participant will:

- 1) Follow oral and written instructions;
- 2) Begins work promptly and follows work schedule;
- 3) Demonstrate knowledge of job duties/training expectations;
- 4) Completes assigned tasks at an acceptable rate;
- 5) Work is done carefully and correctly;
- 6) Asks questions when unclear;
- 7) Adapts to changes in work/training environment.

Pre/Post Test

<u>Competency Area</u>	<u>Indicators</u>	<u>Benchmark</u>	<u>Assessment Method</u>
1) Entry Level		The participant will demonstrate competence in four out of the seven items (1 through 7) as listed above.	
2) Continuum Level		The participant will demonstrate competence in six out of seven items (1 through 7) as listed above.	
9. Presenting Appropriate Appearance			
A. Appropriate Appearance	The participant will correctly identify appropriate dress and grooming standards for specific work, training, classroom activities.		Pre/Post Test
1) Entry Level		The participant will be appropriately dressed and groomed 90% of the time while in a work, training, classroom setting.	
2) Continuum Level		The participant will be appropriately dressed and groomed 100% of the time while in a work, training, classroom setting	
10. Being Consistently Punctual			
A. Punctuality	The participant will consistently be on time to work, training, class.		Pre/Post Test
1) Entry Level		The participant will be on time 90% of the time to work, training, class.	
2) Continuum Level		The participant will be on time 95% of the time to work, training, class.	
11. Maintaining Regular Attendance			
A. Attendance	The participant will maintain regular attendance to work, training, class.		Pre/Post Test
1) Entry Level		The participant will be on time to work, training, class 90% of the time.	
2) Continuum Level		The participant will be on time to work, training, class 95% of the time.	

MEETING DATE: JUN 24 1993

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of amendment #2 with the Oregon Mental Health & Developmental Disabilities Services Division Revenue Agreement

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested:

Amount of Time Needed: 5 minutes

DEPARTMENT: Social Services DIVISION: Mental Health, Youth & Family Svcs

CONTACT: David Bogucki TELEPHONE #: DB=3661  
BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: David Bogucki

ACTION REQUESTED:

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

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

County will pay Oregon MHDDSD \$75,878.56 to meet unanticipated funding pool revenue shortfalls in the Partner's Project funding pool, due to delays in enrollment of Medicaid eligible clients.

Contract #: 102993

Originals sent to picked up  
David Bogucki for Kathy Tinker  
on 6-25-93

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER: Guy Nelson / RB

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 14 AM 11:43  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
421 S.W. FIFTH AVENUE, SUITE 600  
PORTLAND, OREGON 97204  
(503) 248-3782  
FAX: (503) 248-3828

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • 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: Hank Miggins, Acting Chair  
Multnomah County

VIA: Gary Nakao, Director  
Department of Social Services

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

DATE: June 8, 1993

SUBJECT: Approval of Amendment #2 with the Oregon Mental Health and  
Developmental Disability Services Division (MHDDSD)

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends Chair and Board approval of amendment #2 to an agreement between the MED Program, Office of Child and Adolescent Mental Health Services (OCAMHS) and the State of Oregon Mental Health and Developmental Disability Services Division (MHDDSD) for the period upon execution to June 30, 1993.

ANALYSIS: Amendment #2 increases the contract \$75,878.56 bringing the contract total to \$215,841.56 for fiscal year 1992-93. These additional funds are the county's contribution into the Partner's Project funding pool. The fiscal year 1992-93 funding pool for Partner's is less than the budgeted amount due to delays in enrollment of medicaid eligible clients. This shortfall will be paid for using fiscal year 1991-92 dedicated revenues.

BACKGROUND: The Partner's Project is a cooperative interagency effort between state (Children's Services Division) and county agencies (Mental Health and Juvenile Justice Divisions), Portland Public and Centennial School Districts, in order to serve children and adolescents whose emotional impairment puts them at imminent risk of inpatient psychiatric hospitalization for long-term residential care. The project is funded in part by a grant awarded to the State of Oregon by the Robert Wood Johnson Foundation with all of the participating agencies contributing to the pool of funds to support the project.

The purpose of this agreement is to continue to provide the county's contribution to the state funding pool and subsequently provide payment by the state to the county for each client served. Project services include day treatment and mental health rehabilitation services to children and adolescents ages 5 through 18 who are referred to the Multnomah County Partner's Project.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102993Amendment # 2

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY REVENUE BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> BOARD CLERK
---	---	--

Department Social Services Division MHDDSD Date 6/8/93Contract Originator Same as below Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_Administrative Contact Kathy Tinkle Phone 3691 Bldg/Room 160/6Description of Contract Amendment #2 continues Partners portion of the Partner's Program.RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon Mental Health & Dev Dis Services Division (MHDDSD)Mailing Address 2575 Bittern Street NE Amount of Current Contracts: 139,963Salem OR 97310 Remittance Address \_\_\_\_\_Phone 378-8406 (If Different) \_\_\_\_\_

Employer ID # or SS # \_\_\_\_\_ Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Effective Date Upon Execution ☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receiptTermination Date June 30, 1993 ☐ Monthly \$ \_\_\_\_\_ ☐ Net 30Original Contract Amount \$ 39,963 ☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_Amount of Amendment \$ 75,878.56 ☐ Requirements contract - Requisition required.Total Amount of Agreement \$ 215,841.56 Purchase Order No. \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature]

Purchasing Director \_\_\_\_\_

(Class II Contracts Only)

County Counsel [Signature]County Chair/Sheriff [Signature]

Contract Administration \_\_\_\_\_

(Class I, Class II contracts only)

Encumber: Yes ☐ No ☐Date 10 June 93

Date \_\_\_\_\_

Date 6-11-93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1370			6050				75,878.56		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

DEPARTMENT OF  
HUMAN  
RESOURCES

MENTAL HEALTH  
AND  
DEVELOPMENTAL  
DISABILITY SERVICES  
DIVISION

June 7, 1993

David Bogucki  
Budget Manager  
Department of Social Services  
Multnomah County  
421 SW 5th, Suite 600  
Portland, OR 97204

Dear Mr. Bogucki:

I would like to thank you for your assistance in the management and budget oversight of the Partners Project.

As we have discussed, the funding pool for the Partners Project is projected to have a substantial shortfall for fiscal year 1992-93, due in part to a delay in reaching the target of 67% Medicaid eligible enrollees, as agreed upon in our intergovernmental agreement. The original projections for the 1992-93 funding pool included a \$12,789.03 short fall which the state (MHDDSD) has agreed to cover. You have agreed to use Partners Project carry over from FY 1991-92 to cover the remaining amount of shortfall which comes to \$75,878.56.

Enclosed is an amendment to Intergovernmental Agreement (IGA) #26-023 between the Mental Health and Developmental Disability Services Division, and Multnomah County. Our receipt of the, IGA with the necessary signatures must predate payment.

Thank you for your cooperation. It continues to be a pleasure working with you. If you have any questions on this matter you may contact me at 945-9718. Your check may be sent directly to Administrative Services, Attention: Bonnie Stewart.

Sincerely,

*Madeline Olson*

Madeline Olson, Manager  
Child & Adolescent Services Section  
Office of Mental Health Services

enclosure

cc: Barry Kast  
Bonnie Stewart  
Ralph Summers

Barbara Roberts  
Governor



2575 Bittern Street NE  
Salem, OR 97310-0520  
Hearing Impaired  
(503) 373-1449  
FAX (503) 373-7951

Multnomah County Social Services Department  
Office of Child and Adolescent Mental  
Health Services  
Agreement #26-023, Amendment #2

INTERGOVERNMENTAL AGREEMENT AMENDMENT

This Amendment is made to Agreement #26-023, entered into on July 1, 1992, between the Mental Health and Developmental Disability Services Division (Division) and Multnomah County, acting through its office of Child and Adolescent Mental Health Services (County) to provide funds for the Multnomah County Partner Project.

The Agreement is amended as follows:

1. County shall pay Division an additional \$75,878.56 to the funding of the Multnomah County Partners Project, for mental health rehabilitation services provided to children and adolescents enrolled in the Project.

Requirement

- A. Payment shall be made to Division immediately after execution of this Amendment.
2. This Amendment increases the 1992 Agreement by \$75,878.56 to \$215,841.56, effective upon signature by all parties.

MENTAL HEALTH AND DEVELOPMENTAL  
DISABILITY SERVICES DIVISION:

*hs*  
*6/17*  
\_\_\_\_\_  
Barry S. Kast, MSW                      Date  
Assistant Administrator  
Office of Mental Health Services

\_\_\_\_\_  
Karen A. Olson, Manager      Date  
Budget and Contracts Section

MULTNOMAH COUNTY:

*H.C. Higgins 6-24-93*  
\_\_\_\_\_  
H.C. Higgins                      Date  
Acting Chair, County  
Board of Commissioners

*Gary Nakao 6/10/93*  
\_\_\_\_\_  
Gary Nakao, Director      Date  
Department, Social Services

*Gary W. Smith 6/10/93*  
\_\_\_\_\_  
Gary W. Smith, Director      Date  
Mental Health, Youth and  
Family Services

*Lawrence Kressel 6-11-93*  
\_\_\_\_\_  
Lawrence Kressel              Date  
County Counsel

June 4, 1993  
AMEND.IGA/MH\_MEDLI.B/RS

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # *C-1* DATE *6-24-93*  
*Carris A. Plummer*  
BOARD CLERK

Meeting Date: JUN 24 1993

Agenda Number: C-8

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Ratification of Amendment #1 with Portland Public Schools

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

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

Contact: Kathy Tinkle Telephone: 248-3691

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

**Action Requested**

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: \_\_\_\_\_

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

Ratification of Amendment #1 between the Multnomah County, Mental Health, Youth, and Family Services Division, Office of Child and Adolescent Mental Health and the Portland Public School District effective September 1, 1992 through June 30, 1993. This action adds Educational Services for Partners Project clients up to a maximum of \$10,790 for the contract year.

Contract #: 103323

*Originals Picked up  
for Kathy Tinkle  
on 6-25-93*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 15 AM 9:34  
MULTNOMAH COUNTY  
OREGON

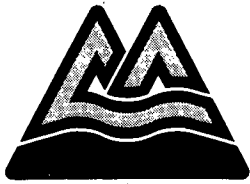
**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director Gary Nakao/MB

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: H. C. Miggins  
Acting Multnomah County Chair

VIA: Gary Nakao, *Director*  
Department of Social Services *1/10/93 H. C. Miggins*

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

DATE: June 4, 1993

SUBJECT: Approval of Amendment #1 with Portland Public Schools

**RETROACTIVE STATUS:** This contract is retroactive to September 1, 1992. The need for renewal of this portion of the contract did not come to the attention of Partners staff until March 31, 1993. When Partners staff met with Portland Public Schools (PPS) to discuss this situation, Partners staff was told that PPS had never been notified at the end of FY 91/92 that the PPS contract would not be renewed. PPS had continued to provide the service without a contract. Partners staff have been negotiating with PPS since that time to arrive at reimbursement rates for the services that were provided.

**RECOMMENDATION:** The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of amendment #1 to an Intergovernmental Agreement between the Office of Child and Adolescent Mental Health (OCAMHS) and Portland Public Schools effective September 1, 1992 through June 30, 1993.

**ANALYSIS/BACKGROUND:** Amendment #1 adds Educational Services for Partners Project clients who are enrolled in Day Treatment on a fee for service basis up to a contract maximum of \$10,790. This action brings the net contract total to \$35,290 for FY 92/93.

Funding is available via the Partners Project funding pool and Portland Public Schools is exempt from RFP requirements as a government agency.

(OCAMHSGG.DOC.98)

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103323Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>C-8</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>

Department SOCIAL SERVICES Division MHYFS Date June 1, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6

Description of Contract Amendment #1 increases contract \$10,790 maximum for educational services to Partners Project clients who are enrolled in day treatment, effective September 1, 1992 through June 30, 1993.

RFP/BID # N/A IGA Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name PORTLAND PUBLIC SCHOOLS  
 Mailing Address P.O. Box 3107  
Portland, OR 97208-3107  
 Phone 249-2000  
 Employer ID# or SS# 93-6000830  
 Effective Date September 1, 1992  
 Termination Date June 30, 1993  
 Original Contract Amount \$ 24,500  
 Total Amount of Previous Amendments \$ \_\_\_\_\_  
 Amount of Amendment \$ 10,790 Maximum  
 Total Amount of Agreement \$ 35,290

Maurice Caba

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☒ Other \$ Fee for Service Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director  
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_Encumber: Yes ☐ No ☐Date 7 June 93

Date \_\_\_\_\_

Date 6-13-93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1663			6060				10,790		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

MULTNOMAH COUNTY  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
INTERGOVERNMENTAL AMENMENTMENT NUMBER 1

DURATION OF AGREEMENT: September 1, 1992 TO: June 30, 1993 CONTRACT #: 103323  
CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS TELEPHONE: (503) 249-2000  
CONTRACTOR ADDRESS: 501 N. Dixon I.R.S. NUMBER: 93-6000830  
PORTLAND, OREGON 97227-1871

Subject to the General Conditions and Special Conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide the services within the service elements(s) listed below. COUNTY agrees to pay the CONTRACTOR for services billed at the rates and up to the amount(s) specified below.

COST REIMBURSEMENT

Service Element	Fund Source	Total Annual Maximum Payable	Type of Unit/Slot	Basis of Reimbursement
Special Projects/ Partners Project	MHS 37 State	Requirements	Hours of Educational Assistance Service	Hourly rate plus benefits for Educa- tional Assistants providing service

FEE FOR SERVICE

Service Element	Fund Source	Total Annual Maximum Payable	Type of Unit/Slot	Basis of Reimbursement
Special Projects/ Partners Project	MHS 37 State	\$10,790	Day Treatment Educational Services	\$55/Day not to exceed total of \$10,790.

CONTRACT NARRATIVE

This amendment adds under Fee-for Service method of payment, day treatment educational services for Partners Project clients not using a DARTS slot for reimbursement. Payment is \$55 per day, using the actual days of attendance for each client and not to exceed \$10,790 for the contractual year. Subject to special conditions attached.

MULTNOMAH COUNTY  
SOCIAL SERVICES DIVISION  
OFFICE OF CHILD AND ADOLESCENT MENTAL HEALTH  
PARTNERS PROJECT  
FISCAL YEAR 1992-1993 SPECIAL CONTRACT CONDITIONS

DAY TREATMENT EDUCATIONAL SERVICES - PORTLAND PUBLIC SCHOOLS

1. SERVICE DESCRIPTION

- 1.a The intent of this agreement is to provide a mechanism to pay Portland Public Schools, hereafter referred to as "CONTRACTOR," for Day Treatment Educational Services to Partners Project Clients not included in a Designated Service Agency's Day & Residential Treatment Services (DARTS) utilization report.
- 1.b "Designated Service Agency," in the context of this agreement, means a service provider that holds a contract with Children's Services Division/Mental Health & Developmental Disabilities Services Division to provide Day Treatment Services for whom CONTRACTOR provides the educational component for those services.
- 1.c Day Treatment Educational Services include education and related services as outlined in each Partners Project client's Individual Education Plan.

2. PERFORMANCE REQUIREMENTS

- 2.a CONTRACTOR agrees to provide Day Treatment Educational Services to children who are identified as Partners Project clients and accepted for admission at Designated Service Agencies.
- 2.b COUNTY assures that the Partners Project will transmit to the CONTRACTOR a list of participating clients and attendance dates for fiscal year 1992-93.
- 2.c COUNTY assures the Partners Project Managed Care Coordinator will transmit to the Designated Service Agency all pertinent evaluation and assessment information regarding each participating Partners Project client.
- 2.d CONTRACTOR agrees the educational component will be developed and implemented in conjunction with the treatment program according to Day and Residential Treatment Services (DARTS) Standards and Guidelines.
- 2.e CONTRACTOR assures the level of educational services provided will parallel that provided to other students served by the Designated Service Agency.
- 2.f CONTRACTOR agrees to include the Partners Project Managed Care Coordinator in the development of the individual Educational Plan for each Partners Project client.

3. PAYMENT PROCEDURES

- 3.a COUNTY agrees to pay CONTRACTOR up to \$55.00 per day for educational services to Partners Project clients NOT included in a Designated Service Agency's DARTS utilization report. Days of service will be calculated using actual days of attendance for each client, not including CONTRACTOR holidays, vacation days, or teacher inservice days identified in CONTRACTOR 1992-1993 School Calendar. The maximum billable amount is \$10,790.

- 3.b CONTRACTOR agrees to secure all Partners Project Educational Service payments in dedicated fund accounts for the sole use by the Designated Service Agency in which the client is served.
- 3.c CONTRACTOR agrees to submit a billing invoice for services provided during fiscal year 92-93 to the Partners Project. All billings must be received no later than July 31, 1993 to generate payments for services provided in fiscal year 92-93. The billing invoice must include the name of the service recipient, the type of service, the designated Service Agency, the dates of client attendance and all applicable charges.

Please submit all invoices to:

Partners project  
Billings Section  
426 SW Stark, 7th Floor  
Portland, Oregon 97204

PORTLAND PUBLIC SCHOOLS  
Intergovernmental Agreement  
Amendment #1

In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized officers.

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By \_\_\_\_\_  
Deputy Clerk Date

By *[Signature]* 6/1/93  
Program Manager Date

APPROVED AS TO FORM:

By \_\_\_\_\_  
Staff Attorney Date

By *[Signature]* 6/4/93  
Division Director Date

By *[Signature]* 6-24-93  
Acting County Chair Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 6-8 DATE 6-24-93  
*[Signature]*  
BOARD CLERK

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By *[Signature]* 6.13.97  
Assistant County Counsel Date

Meeting Date: JUN 24 1993

Agenda Number: C-9

(Above for Clerk's Office Use Only)

**AGENDA PLACEMENT FORM**  
(For Non-Budgetary Items)

Subject: Ratification of an IGA with Portland Community College

Board Briefing: \_\_\_\_\_ Regular Meeting: \_\_\_\_\_  
(date) (date)

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

Contact: Kathy Tinkle Telephone: 248-3691

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

**Action Requested**

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 minutes

Check if you require official written notice of action taken: \_\_\_\_\_

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

Ratification of a revenue agreement between the Multnomah County Mental Health, Youth and Family Services Division's Adult Mental Health Program and Portland Community College effective March 31, 1993 through June 30, 1993. Portland Community College will provide 45 copies of a 1-hour mental health training tape for a fee of \$1,750 upon completion.

Contract # 104703

*Originals Picked up  
for Kathy Tinkle  
on 6-25-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 15 AM 9:34  
MULTNOMAH COUNTY  
OREGON

**Signatures**

Elected Official \_\_\_\_\_

OR

Department Director *Gary Nakao/DB*

(All accompanying documents must have required signatures!)



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: Henry C. Miggins  
Acting Multnomah County Chair

VIA: Gary Nakagawa, Director *[Signature]*  
Department of Social Services

FROM: Gary Smith, Director *[Signature]*  
Mental Health, Youth, and Family Services Division

DATE: June 4, 1993

SUBJECT: Approval of an Intergovernmental Agreement with Portland Community College

RETROACTIVE STATUS: This contract is retroactive to March 31, 1993. The funds and effective dates are mandated by a State Mental Health Division Grant Amendment which was received in May 1993. The State also requires the product be completed by June 30, 1993.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of an Intergovernmental Agreement between the Mental and Emotional Disabilities (MED) Program office and Portland Community College for the period March 31 through June 30, 1993.

ANALYSIS/BACKGROUND: The TV Production Services department of Portland Community College will be paid \$1,750 to produce and deliver forty-five (45) copies of a one hour long videotape which trains mental health professionals in the use of the Multnomah Community Ability Scale.

Funding is available via the State Mental Health Grant and Portland Community College is exempt from RFP requirements as a government agency.

(CWMEDGGRAM.79)



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

fy 42-13

Rev. 5/92

Contract # 104703

Amendment # -

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # _____ DATE _____ <b>BOARD CLERK</b>
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Department SOCIAL SERVICES Division MHYFSD Date June 1, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

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

Description of Contract An agreement wherein Portland Community College will provide 45 copies of a 1-hour mental health training tape for a fee of \$1,750 upon completion effective March 31 through June 30, 1993.

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

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name PORTLAND COMMUNITY COLLEGE

Mailing Address P.O. Box 19000

Portland, OR 97280-0990

Phone 244-6111 xt.4405

Employer ID# or SS# 93-0575187

Effective Date March 31, 1993

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 1,750

Remittance Address \_\_\_\_\_ (If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

☒ Other \$ Upon Delivery ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes ☐ No ☐

Date 8 June 93

Date \_\_\_\_\_

Date 6-3-93

Date \_\_\_\_\_

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC NO
01.	156	010	1302			6110				1,750	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the 31st of March, 1993, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and PORTLAND COMMUNITY COLLEGE (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY Mental Health, Youth and Family Services Division's Adult Mental Health Program requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from March 31, 1993, to and including June 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

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

CONTRACTOR shall create, produce and deliver by June 23, 1993, forty-five (45) copies of a videotape of approximately one hour in length which trains mental health professionals in the use of the Multnomah Community Ability Scale..

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR \$1,750 for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Compensation is to be a lump sum payment upon receipt by COUNTY of 45 copies of the tape described above.

In no event shall the compensation of CONTRACTOR exceed a total of \$1,750. COUNTY shall pay CONTRACTOR promptly in response to CONTRACTOR's itemized billing(s).

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

4. CONTRACTOR is Independent Contractor.

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

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

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

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

9. Work is Property of County.

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

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

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

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

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

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

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

PORTLAND COMMUNITY COLLEGE

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Sue Quast, Manager  
Television Production Services

By Rex Surface  
Rex Surface, Manager  
Adult Mental Health Program

Date \_\_\_\_\_

Date May 26, 1993

Contractor I.D. # \_\_\_\_\_

PCC mailing address:  
P.O. Box 19000  
Portland OR 97280-0990

Phone: 244-6111 x. 4405

By Gary W. Smith  
Gary W. Smith, Director  
Mental Health, Youth and Family  
Services Division

Date 6/4/93

By Henry C. Higgins  
Henry C. Higgins,  
Acting Multnomah County Chair

Date 6-24-93

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By [Signature]

Date 6-13-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # 2-9 DATE 6-24-93  
[Signature]  
BOARD CLERK

MEETING DATE: **JUN 24 1993**

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Ratification of an Agreement with Housing Authority of Portland

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: \_\_\_\_\_

Amount of Time Needed: 3 Minutes

**DEPARTMENT:** Social Services **DIVISION:** Mental Health, Youth, and Family Services

**CONTACT:** Kathy Tinkle **TELEPHONE #:** 248-3691  
**BLDG/ROOM #:** 160/6

**PERSON(S) MAKING PRESENTATION:** Gary Nakao/Gary Smith

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an agreement between the Multnomah County, Mental Health, Youth, and Family Services Division, Mental and Emotional Disabilities Program and the Housing Authority of Portland effective July 1, 1992 through June 30, 1993. This agreement has no fiscal impact on the County. This action is at the request of the State as a means for the State to convey funds directly to HAP.

*Originals Picked up  
for Kathy Tinkle  
on 6-24-93.*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** *Gary Nakao*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 14 AM 11:43  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION  
ADMINISTRATIVE OFFICES  
426 S.W. STARK ST., 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3691 / FAX (503) 248-3379  
TDD (503) 248-3598

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

## M E M O R A N D U M

TO: H. C. Miggins  
Acting Multnomah County Chair

VIA: Gary Nakao, Director  
Department of Social Services

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

DATE: June 4, 1993

SUBJECT: Approval of a PSA with Housing Authority of Portland

RETROACTIVE STATUS: The agreement attached is retroactive to July 1, 1992. The conditions and effective date are mandated by the State Mental Health Division Grant Amendment #47 which was only received by MHYFSD in late May 1993.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair approval of Personal Services Agreement (PSA) between the Mental and Emotional Disabilities (MED) Program office and Housing Authority of Portland (HAP) effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: The agreement attached has no fiscal impact on the County. The State wishes to pass funds directly to HAP but cannot without an agreement setting forth conditions for use of the funds. The State requests we provide this contract and conditions as the means to convey the funds. The funds will not pass through the County.

This agreement awards no funds and is therefor under the \$25,000 PSA limit.



MULTNOMAH COUNTY OREGON

# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

ty 42-93  
Rev. 5/92

Contract # 104713

Amendment # -

<p><b>CLASS I</b></p> <p><input checked="" type="checkbox"/> Professional Services under \$25,000</p> <p>RETRO</p>	<p><b>CLASS II</b></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><b>CLASS III</b></p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>6/24/93</u></p> <p>Carrie A. Parkerson</p> <p>BOARD CLERK</p>
--	--	---

Department Social Services Division MHYFSD Date June 1, 1993

Contract Originator \_\_\_\_\_ Phone \_\_\_\_\_ Bldg/Room \_\_\_\_\_

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

Description of Contract A PSA to provide conditions and a means for the State to convey funds directly to HAPP only effective July 1, 1992 through June 30, 1993.

RFP/BID # N/A No Fiscal Impact Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Housing Authority of Portland

Mailing Address 8910 N. Woolsey Avenue

Portland, OR 97203

Phone 228-2178

Employer ID# or SS# 93-6001547

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ -0-

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt

☐ Monthly \$ \_\_\_\_\_ ☐ Net 30

☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_

☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_

## REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director  
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration  
(Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes ☐ No ☒

Date 8 June 93

Date \_\_\_\_\_

Date 6-11-87

Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	NO	FISCAL	IMPACT								
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of the first of July, 1992, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the HOUSING AUTHORITY OF PORTLAND (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

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

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

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

1. Term.

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

2. Services.

Pursuant to CONTRACTOR's application to the State Office of Mental Health Services (OMHS) Housing Acquisition Fund, CONTRACTOR is awarded \$8,000 toward roof, gutter and sewer line improvements at the 70th Street facility. Funds will be conveyed directly from the State, but the special conditions that pertain to these funds are conveyed through this Agreement. They are as follows:

a. Property owner of 70th Street must execute a trust deed or a subordinate trust deed for the amount of the Housing Acquisition Fund grant awarded by OMHS.

b. Funds will be paid to CONTRACTOR by the State Department of Housing and Community Services (HCS) after copies of executed contracts or other documentation are provided to OMHS showing that work will proceed as proposed..

3. Compensation.

A. No funds are conveyed through this Agreement. Payments authorized under this contract will be disbursed by the State Department of Housing and Community Services (HCS) directly to the CONTRACTOR.

In no event shall the compensation of CONTRACTOR exceed a total of \$8,000.

4. CONTRACTOR is Independent Contractor.

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

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

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

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

9. Work is Property of County.

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

10. Adherence to Law.

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

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

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

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

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

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

HOUSING AUTHORITY OF PORTLAND

Contract # \_\_\_\_\_

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

HOUSING AUTHORITY OF PORTLAND

MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_  
Dennis West, Executive Director

By Rex Surface  
Rex Surface, Program Manager

Date \_\_\_\_\_

Date 6/1/93

Contractor I.D. # 93-6001547

Address: 8910 N. Woolsey Avenue  
Portland, OR 97203  
Phone: (503) 228-2178  
FAX: (503) 289-6089

By Gary W. Smith  
Gary W. Smith, Division Director

Date 6/4/93

By Henry C. Higgins  
Henry C. Higgins,  
Acting Multnomah County Chair

Date 6-24-93

REVIEWED:

LAURENCE KRESSEL, County Counsel  
for Multnomah County, Oregon

By Laurence Kessel  
Assistant County Counsel

Date 6-11-93

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-10 DATE 6-24-93  
Barry A. Florkson  
BOARD CLERK

8002Y

MEETING DATE: JUN 24 1993

AGENDA NO.: R-1

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - GRANT FROM CENTER FOR SUBSTANCE ABUSE TREATMENT

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: JUNE 24, 1993

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: HIV SERVICES

CONTACT: DARLENE YOUNG TELEPHONE #: 248-3030  
BLDG/ROOM #: 340/2

PERSON(S) MAKING PRESENTATION: DARLENE YOUNG

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

The Health Department is requesting approval to respond to a Request for Applications entitled, Linking Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services issued by the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment and the Health Resources and Services Administration, Bureau of Primary Health Care.

This project would build on the experience of the Health Department Primary Care Substance Abuse Clinic Program for which grant funding will end in September, 1993.

The goal of this project is to link primary health care services, substance abuse treatment services, and mental health services in order to provide more effective and efficient delivery of these services.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

Or

DEPARTMENT MANAGER: Tomlinson ACTING

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 15 PM 12:15  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Hank Miggins, Acting Chair  
Board of County Commissioners

FROM: Jeanne Gould, Manager HIV Programs *J. Gould*

THROUGH: Billi Odegaard, Director *Billi*

SUBJECT: Notice of Intent to Respond to a Request for Applications from the Center for Substance Abuse Treatment: Linking Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services: Demonstration Program

DATE: June 7, 1993

### Cultural Diversity Is Our Strength

The Multnomah County Health Department is requesting approval to respond to a Request for Applications entitled, Linking Community-Based Primary Care, Substance Abuse, HIV/AIDS and Mental Health Treatment Services, issued by the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment and the Health Resources and Services Administration, Bureau of Primary Health Care.

### Description of Proposed Project and Project Objectives

This project would build on the experience of the Health Department Primary Care Substance Abuse Clinic Program for which grant funding will end in September, 1993. In the new project we are proposing to co-locate primary care health services and substance abuse treatment services, and to add an "intake" unit at this same location. The intake unit would provide comprehensive assessments for all program clients. The assessment will include a medical assessment/physical exam, substance abuse assessment, and mental health assessment. A multidisciplinary assessment team will develop a treatment plan with each client, and will make referrals to appropriate treatment resources. Primary care health services will be provided by grant funds at the co-located primary care clinic. Referrals for specialty medical care will be made to existing Health Department clinical services, for example STD clinic, HIV clinic, TB clinic. Substance abuse treatment services and mental

health treatment services will be provided by grant funds on a fee-for-service basis, with a full continuum of services available. The project will use case managers to insure that clients get connected to treatment services, and to authorize substance abuse or mental health treatment services in a "managed care" model. Family members or significant others of "identified patients" will be eligible for full assessments by the project assessment team and for treatment services if problems are identified.

The overall goal of this project is to link primary health care services, substance abuse treatment services, and mental health services in order to provide more effective and efficient delivery of these services. The objectives of the project for project clients are: to improve overall health status; to reduce alcohol and drug use; to improve emotional well-being; to maximize rates of retention in substance abuse treatment; to increase identification and treatment for HIV/AIDS, STDs, TB. An additional project objective is to increase knowledge and communication between primary health care professionals, substance abuse professionals, and allied health care professionals in an effort to address the needs of substance abusers in a comprehensive manner.

The proposed project would be administered by the Health Department, but would be operated in cooperation with the Multnomah County Mental Health, Youth and Family Services Division.

**Funding Agency; Amount requested; Funding time period**

The request for applications has been issued jointly by the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment; and Health Resources and Services Administration, Bureau of Primary Health Care. Applications must be submitted by July 13, 1993. Applicants may request funding for a period of three years, with a starting date of October 1, 1993. The Health Department anticipates requesting approximately \$530,000 per year, for three years for a total request of \$1,590,000 from October 1, 1993 through September 30, 1996. There is no requirement for matching funds from the County.

*INDIRECT COSTS COVERED BY GRANT*

MEETING DATE: June 24, 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Accepting Report of Library Entrepreneurial Initiatives Team

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 24, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: Non-departmental DIVISION: Commissioner Dan Saltzman

CONTACT: Mark Wiener TELEPHONE #: 248-5137  
BLDG/ROOM #:

PERSON(S) MAKING PRESENTATION: Commissioner Dan Saltzman

ACTION REQUESTED:

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

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

This resolution will formally accept the final report of the Library Entrepreneurial Initiatives Team.

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 17 AM 11:13  
MULTNOMAH COUNTY  
OREGON

Copy of Resolution 93-231  
Sent to Mark Wiener & Ginn  
Copies on 6-29-93.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Saltzman

OR

DEPARTMENT MANAGER:

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 Accepting  
the Report of the Library  
Entrepreneurial Initiatives Team

)  
)     **RESOLUTION**  
)     93-231

WHEREAS the Multnomah Board of County Commissioners created by resolution the Library Entrepreneurial Initiative Team to develop ideas for alternative (non-tax) revenue sources for the Multnomah County Library; and,

WHEREAS the Library Entrepreneurial Initiatives Team met regularly to pursue that task; and,

WHEREAS the Library Entrepreneurial Initiative Team has prepared a final report providing recommendations to the Board of County Commissioners; and

WHEREAS that report has been unanimously adopted by the Library Entrepreneurial Initiatives Team.

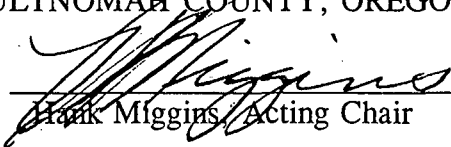
NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners for Multnomah County accepts the Final Report of the Library Entrepreneurial Initiatives Team.

BE IT FURTHER RESOLVED that the Board of County Commissioners commends and thanks the members and staff of the Library Entrepreneurial Initiatives Team for their dedicated hard work on behalf of the library, government and citizens of Multnomah County.

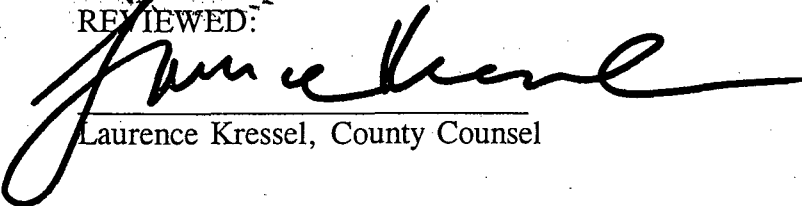
ADOPTED THIS 24th DAY OF JUNE, 1993

BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

by

  
Hank Miggins, Acting Chair

REVIEWED:

  
Laurence Kressel, County Counsel



MEETING DATE: JUN 24 1993

AGENDA NO.: R-3

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Performance Based Contract

BOARD BRIEFING Date Requested: 6/24/93

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: 6/24/93

Amount of Time Needed: 30 min.

DEPARTMENT: Non-Departmental

DIVISION: BCC, District 3

CONTACT: Carol Kelsey

TELEPHONE #: 248-5217

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION: Commissioner Tanya Collier

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

In the Matter of setting Multnomah County Board policy to ensure all service delivery contracts and Intergovernmental Agreements be performance based contracts with goals and objectives that include performance measurements for FY 94-95

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 17 AM 11:20  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

*Tanya Collier /ck*

OR

DEPARTMENT MANAGER: \_\_\_\_\_

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63 Sent Copy of Resolution 93-232 to All Elected Officials +  
Department Managers on 6-29-93.

6/93

RESOLUTION

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of setting Multnomah County Board policy )  
to ensure all service delivery contracts and Intergovernmental ) RESOLUTION  
Agreements be performance based contracts with goals and )  
objectives that include performance measurements for FY 94-95. )

WHEREAS, Multnomah County has adopted program budgeting as County policy, and  
WHEREAS, delivering service through contracts does not easily lend itself to program budgeting, and  
WHEREAS, contracting is the major delivery mechanism for many direct services delivered to  
Multnomah County clients, and

WHEREAS, any service delivery contract let by Multnomah County should have goals, objectives and  
performance measures, and

WHEREAS, contracted services need performance measurements for effective program evaluation, and

WHEREAS, program evaluation is necessary for prioritizing both non-contracted direct services as well  
as contracted services, and

WHEREAS, it is in the interest of Multnomah County and all its residents to monitor, evaluate and  
prioritize all services delivered.

THEREFORE BE IT RESOLVED, that Multnomah County will in conjunction with its providers and  
interested parties:

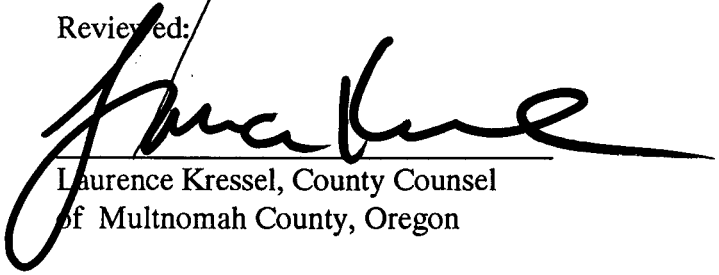
1. Establish goals, objectives and performance measurements for direct services delivery;
2. Ask each Department to report on the status and progress of performance based contracting in  
December 1993 and March 1994;
3. Ensure that performance based contracting with performance measurements are a part of all direct  
service contracts and Intergovernmental Agreements for FY 94-95;

BE IT FURTHER RESOLVED that the Board of County Commissioners recognizes the complexity of  
implementing program budgeting that includes performance based contracting and appreciates the cooperation  
of interested parties.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

By \_\_\_\_\_  
Hank Miggins, Acting Chair  
Multnomah County, Oregon

Reviewed:

  
Laurence Kressel, County Counsel  
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY, OREGON

In the Matter of setting Multnomah County Board policy )  
to ensure all services delivered by Multnomah County, directly ) RESOLUTION  
by contract or Intergovernmental Agreement will have goals and ) 93-232  
objectives that include performance measurements for FY 94-95. )

WHEREAS, Multnomah County has adopted program budgeting as County policy, and  
WHEREAS, delivering service through direct contract or Intergovernmental Agreement requires both monitoring and evaluation, and  
WHEREAS, programs regardless of how they are delivered need to be measured for effectiveness, and  
WHEREAS, any service delivered should be evaluated and should have goals, objectives and performance measures, and  
WHEREAS, services delivered need performance measurements for effective program evaluation, and  
WHEREAS, program evaluation is necessary for prioritizing both direct services as well as contracted services, and  
WHEREAS, it is in the interest of Multnomah County and all its residents to monitor, evaluate and prioritize all services delivered.  
THEREFORE BE IT RESOLVED, that Multnomah County will in conjunction with its providers, staff and interested parties:

1. Have each Department establish goals, objectives and performance measurements for all services delivered;
2. Ask each Department to report on the status and progress the establishment of goals, objectives, performance measurements and program budgeting in December 1993 and March 1994;
3. Ensure that goals and objectives with performance measurements are a part of all services delivered directly by contracts or Intergovernmental Agreements for FY 94-95;

BE IT FURTHER RESOLVED that the Board of County Commissioners recognizes the complexity of establishing goals, objectives and performance measurements for all services delivered and appreciates the cooperation of interested parties.

ADOPTED this 24th day of June, 1993.



Reviewed:

Laurence Kressel, County Counsel  
of Multnomah County, Oregon

By   
Hank Miggins, Acting Chair  
Multnomah County, Oregon

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/24/93

(Date)

DEPARTMENT NondepartmentalDIVISION Alotments to Non-CountyCONTACT Dave Warren / Ching HayTELEPHONE 3822 / 6672

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

This Budget Modification increases the Pass-Through appropriation for Business Income Tax transferred to east county cities by \$516,529

(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 current appropriation assumed BIT receipts of \$18.8 million. Current estimates are that we will receive \$23.5 million. This increase represents the east county cities' share of the increased revenue that will be paid prior to June 30.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

General

Fund Contingency before this modification (as of

5/31/93)

\$ 2,799,211

Date

After this modification

\$ 2,282,682

Originated By

David C. Warren

Date

6/17/93

Department Director

Arden Craghead

Date

6/16/93

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Carrie A. Patterson 6-24-93

Sent Original to  
Dave Warren on  
6-29-93

4FBUDMOD1

***NOND 37***

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL EXPENDITURE CHANGE	
--------------------------	--

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL REVENUE CHANGE

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/24/93

(Date)

DEPARTMENT NondepartmentalDIVISION Alotments to Non-CountyCONTACT Dave Warren / Ching HayTELEPHONE 3822 / 6672

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

This Budget Modification increases the Pass-Through appropriation for Business Income Tax transferred to east county cities by \$217,984. \$516,529

(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 current appropriation assumed BIT receipts of \$18.8 million. Current estimates are that we will receive \$23.5 million. This increase represents the east county cities' share of the increased revenue that will be paid prior to June 30.

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General

Fund Contingency before this modification (as of

5/31/93)\$ 2,799,211

Date

After this modification

\$ 2,282,682

Originated By

Date

David C. Warren6/17/93

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

## TRANSACTION EB GM [ ]

ACCOUNTING PERIOD

BUDGET FY

TOTAL EXPENDITURE CHANGE	
--------------------------	--

## TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

[illegible]

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/24/93

(Date)

DEPARTMENT NondepartmentalDIVISION Alotments to Non-CountyCONTACT Dave Warren / Ching HayTELEPHONE 3822 / 6672

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

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

**This Budget Modification increases the Pass-Through appropriation for Business Income Tax transferred to east county cities by \$217,984.**

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☐ Personnel changes are shown in detail on the attached sheet

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3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

General

Fund Contingency before this modification (as of

5/31/93)\$ 2,799,211

Date

After this modification

\$ 2,581,227

Originated By

Date

David C. Warren6/17/93

Department Director

Date

David Andrew Craighead6/17/93

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

BOARD OF  
 COUNTY COMMISSIONERS  
 1993 JUN 17 PM 12:38  
 MULTNOMAH COUNTY  
 OREGON

***NOND 37***

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

[illegible]

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		

Meeting Date: ~~JUN 17 1993~~ JUN 24 1993

Agenda No.: ~~R-2~~ R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

Subject: Tax Title Policies and Procedures

BOARD BRIEFING Date Requested: June 15

Amount of Time Needed: 10 minutes

REGULAR MEETING: Date Requested: June 17

Amount of Time Needed: 5 minutes

DEPARTMENT: DES Division: Facilities Mngmnt

CONTACT: Mike Delman Telephone #: 248-5219

BLDG/ROOM #: 106/1500

PERSON(S) MAKING PRESENTATION Comm. Hansen/Betsy Williams

ACTION REQUESTED

( ) INFORMATIONAL ONLY ( ) POLICY DIRECTION ( ) APPROVAL ( ) OTHER

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

This resolution will establish some general policy guidelines for practices and procedures in Tax Title for the Director of DES and the County Chair.

*Copy of Resolution 93-  
Set over Indefinitely.  
To come back @ a later  
date.*

SIGNATURES REQUIRED:

ELECTED OFFICIAL Gay Hansen

Or

DEPARTMENT MANAGER \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JUN 10 AM 9:52

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

FOR MULTNOMAH COUNTY, OREGON

Laurence Kressel  
MULTNOMAH COUNTY COUNSEL

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of implementing)  
recommendations for improvement)  
of Tax Title policies)

RESOLUTION  
93-

WHEREAS, the Multnomah County Auditor's report indicated a need for change in current Tax Title practices and procedures.

AND WHEREAS, the Multnomah Board of County Commissioners are committed to improving existing procedures in Tax Title to improve the County's ability to serve a wide range of public needs.

THEREFORE BE IT RESOLVED that Multnomah Board of County Commissioners establish the following general policy guidelines to help the Director of the Department of Environmental Services and the County Chair in forming procedures and examining organizational form in Tax Title:

1. Policies and procedures should be proactive in collecting taxes before foreclosure is necessary.
2. Foreclosure should be avoided and used only as a last step to collect taxes.
3. Property in a neglected state or in an inevitable foreclosure situation should be foreclosed as quickly as legally possible.
4. Property coming to the county through foreclosure will be assessed as soon as possible for liability issues.
5. Property coming to the county should be disposed of as soon as is practical.
6. Property will be disposed in a manner to maximize the benefits to the public.
7. Properties in the county possession shall be maintained at a level that minimizes the impact to the adjoining property.
8. The County shall aggressively protect the value of the properties it holds.

ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 1993.

by \_\_\_\_\_  
Hank Miggins, acting chair  
Multnomah County, Oregon

REVIEWED:

  
\_\_\_\_\_  
Lawrence Kressel  
County Counsel

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## **Amendments to R-2**

**June 17, 1993**

The numbers refer to the number identified 1-8 General Policy Items

**1. Replace with**

**"Develop policies and procedures that outline tax collection process with timelines and enforcement."**

**COMMENT:**

If last resort should be addressed it should be "eviction as last resort" foreclosure is a mandatory State scheme that the County cannot effect.

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## **Amendments to R-2**

June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

2. Delete - Foreclosure is a result of non-payment of taxes and is procedurally addressed in the ORS and County Code.



## **Amendments to R-2**

June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

3. There is not much leeway to effect the established time frames between tax delinquency and foreclosure. But I recommend the following amendments to shorten the time.

a) "Direct County Counsel to clearly define "waste and abandonment" as used in ORS 312.122 and then exercise that definition to foreclose earlier on properties that are deteriorating or losing value."

b) "Direct assessment and taxation to record the title the day the redemption period expires."

**COMMENT:**

This some times takes a couple of months normally tax title doesn't send out repurchase letters until the deed is recorded.

c) "Require that the repurchase request be filed within 30 days from the notice of right to repurchase and that the deed or contract must be executed within 90 days.

d) "Establish the specific timeline to cancel contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; or allowing liens to be places against the property."

**COMMENT:**

Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years to come.

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## **Amendments to R-2**

June 17, 1993

The numbers refer to the number identified 1-8 General Policy Items

5. Replace with

"Each property that is foreclosed should be categorized, a timeline and procedure for each category established, and implementation of schedule for the disposal of each categorized property."

MEETING DATE: JUN 17 1993 JUN 24 1993

AGENDA NO: R-6 R-6

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Multnomah County Business Income Tax

**BOARD BRIEFING** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: June 17, 1993

Amount of Time Needed: 20-30 minutes

**DEPARTMENT:** MSS **DIVISION:** Finance

**CONTACT:** Dave Boyer **TELEPHONE #:** 248-3903  
**BLDG/ROOM #:** 106/1430

**PERSON(S) MAKING PRESENTATION:** Dave Boyer/Ben Buisman

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See attached memo

*Copy of Ordin. 768 sent to  
Dave Boyer on 6-25-93 & Dave Larson & Ben Buisman  
Ordin. Ser. list on 6-28-93.  
& Shirley Sander*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JUN 10 AM 11:59

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Hank Higgins

**OR**

**DEPARTMENT MANAGER:** Dave Boyer

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63

6/93



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

## MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*  
Ben Buisman, Planning & Budget *BBB*

Date: June 10, 1993

Subject: McBIT/Portland License Fee Consolidation

The attached ordinance and intergovernmental agreement are being submitted as our recommendation for joint consolidation of administration with the City of Portland and code uniformity of the Multnomah County Business Income Tax with Portland License Fee. We have spent a lot of time on this proposal and have used the input of the various groups we have been in contact with. This recommendation is being made based on the input received and for the following reasons.

1. Meets the Governor's Task Force recommendation for having a uniform definition of Business Income Tax.
2. The code uniformity amendments are less than 1% (.7%) of being revenue neutral.
3. Provides tax relief to some small businesses and does not add an additional tax burden to other small businesses.
4. Provides simplified filing for business by combining taxes on one form having a single set of procedures and having a local contact.
5. Provides the County Commissioners more control and flexibility in making code amendments and give the Board closer oversight of administration.
6. Provides for an overall savings to the taxpayer.

The following chart displays the current arrangement "A"; our recommendation to contract with the City "B"; and "C" the fiscal impact if the County/City jointly contracted with the State.

The total cost avoidance, from the current arrangement, for contracting with the City is approximately \$161,000 annually. The cost avoidance over a five year period will be approximately \$500,000 net of start up costs.

# Financial Analysis City and County

	Cost/Revenue Loss	Net to City/County compared to A
A. Current arrangements (no change made)		
County Administration Cost	\$450,000	0
City Administration Costs	1,280,000	0
Net to City/County	1,730,000	0
B. County contracts with City		
County Administration	350,000	100,000
Position for compliance	69,000	<69,000> <sup>1</sup>
City Administration	1,150,000	130,000
Net to City/County	1,569,000	161,000 <sup>2</sup>
C. County/City contract with State		
County Administration	450,000	0
City Administration	810,000	470,000
Revenue Loss to City to Amend Code due to Mandatory requirements of State	1,200,000 <sup>3</sup>	<1,200,000>
Net to City	2,460,000	<730,000>

<sup>1</sup>Technical amendment will be presented when budget is adopted. This position will pay for itself in future years due to filing enforcement.

<sup>2</sup>Savings to be used in first two years for computer upgrade which will improve efficiencies in future years.

<sup>3</sup>Estimates provided by City.

MULTNOMAH COUNTY, OREGON  
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax would simplify reporting requirements for businesses and reduce administrative costs for both the City and the County;
- b. A consolidated program would allow businesses to follow a single set of procedures and definitions and to file a single reporting form for both the City and the County;
- c. The City and the County have jointly developed a plan to achieve code conformity and consolidated administration;
- d. The City is willing and able to administer the Multnomah County Business Income Tax for the County.

NOW THEREFORE, in consideration of the mutual promises contained herein and as authorized by ORS 190.010 to 190.030, the parties agree as follows:

1. General Administration.

A. The City of Portland's Bureau of Licenses (the Bureau) shall supervise and administer the Multnomah County Business Income Tax Law, imposed by the Multnomah County Code as adopted by the Multnomah County Commission (the County Business Income Tax).

B. The Bureau shall be responsible for all administration of the County Business Income Tax, including, but not limited to, adopting administrative rules, collecting estimated tax payments, auditing returns, assessing and collecting tax deficiencies, including penalties and interest, making refunds, hearing appeals, and taking any other action necessary to administer and collect taxes under the County

Business Income Tax. The County shall be responsible for defending any claims against the County Business Income Tax regarding the legal validity or constitutionality of the County Business Income Tax.

C. In performing its duties under this Agreement, the Bureau may in its discretion determine what action shall be taken to enforce the provisions of the County Business Income Tax and collect the tax imposed thereunder. In exercising its discretion, the Bureau shall provide a level of service comparable to the level of service it provides in the administration of the Business License Law. If the Bureau deems it necessary to vary substantially from this standard, the Bureau shall notify the County of the need and obtain its written consent.

D. The Bureau will begin administration of the County Business Income Tax on July 1, 1993. The County shall provide the Bureau with all information necessary for the administration of the County Business Income Tax on or before September 1, 1993.

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. The Department of Revenue, State of Oregon, (the Department) shall be responsible for collection of all taxes for the tax years prior to that date, under the agreement previously existing between the County and the Department. If the Department is otherwise unwilling or unable to collect taxes for prior tax years, the City and County may enter into a separate agreement to authorize the Bureau to collect taxes under the County Business Income Tax for prior tax years.

F. Appeals Board.

1. The County designates the Business License Appeals Board, as created by the Business License Law, as the body for reviewing taxfiler appeals from final determinations made by the Bureau under the County Business Income Tax.

2. The County Chair shall provide recommendations for appointments to be made by the Mayor to the Business License Appeals Board. The Mayor shall appoint one (1) of the three (3) public members of the Business License Appeal Board from the list of recommendations submitted by the County Chair.

2. Payments to the County.

The Bureau shall deposit all taxes collected under this Agreement to a trustee account within the City established on behalf of and for the benefit of the County. The account shall earn interest based on the City's internal interest allocation used for its own funds. The City shall, after deducting its cost of administration, refunds and other credits, remit the balance of the tax collected under this Agreement to the County by the tenth (10th) business day following the close of each month. The Bureau shall maintain a reserve balance of approximately Seventy five thousand dollars (\$75,000). Payments of taxes collected under this Agreement shall be made by the Bureau to the County's Local Government Investment Pool Account No. 4017. Should extraordinary refunds, adjustments, or credits require funds in excess of \$75,000, the County shall transfer necessary funds to the Bureau from its Local Government Investment Pool Account No. 4017 to the City's Local Government Investment Pool Account No. 4002. The Bureau shall prepare monthly reconciliations of deposits made and net revenues collected. The Bureau shall provide a minimum of 10 days prior notice if it requires transfer by the County of an amount equal to or greater than \$500,000.

3. Payments to the City.

Effective July 1, 1993, the City shall receive compensation for administering the County Business Income Tax. For fiscal year 1993-94, the County shall pay compensation to the City in the amount of Three hundred fifty thousand dollars (\$350,000). The City is authorized to deduct the first Three hundred fifty thousand dollars (\$350,000) collected in taxes under this Agreement in fiscal year 1993-94 as this compensation. For fiscal year 1994-95, the County shall compensate the City in the amount of Four hundred fifty thousand dollars (\$450,000). For fiscal year 1995-96 and thereafter, the annual compensation for the City for administration services shall be Four hundred fifty thousand dollars (\$450,000), adjusted annually by the greater of three percent (3%) or the Portland Consumer Price Index All Urban Consumers (CPI-U) as issued by the US Department of Labor, Bureau of Labor Statistics during February of each year. Except for the compensation paid in fiscal year 1993-94, the compensation to the City shall be paid in twelve (12) equal payments, deducted from payments to the County as described in paragraph 2. Payments to the City shall be made by the tenth (10th) business day following the close of each month.

4. Notification of Changes.

A. County Business Income Tax Changes. The parties shall cooperate in amending the County Business Income Tax or the Business License Law to ensure uniformity and consistency in these respective codes and in administration. Both parties to this Agreement shall notify the other of any intent to make changes, whether in the law or in the tax or fee rates, at least ninety (90) days prior to adopting the change. If both parties mutually agree to make changes, such changes may take effect in less than the ninety (90) days required.

B. Administrative Rules. The County's Finance Director, or designee, shall be involved in the development of Administrative Rules. The Bureau shall not initiate the public process for review and comment on proposed Administrative Rules until the County's Finance Director and the Bureau mutually agree on the content and substance of the Administrative Rules. The Bureau shall notify the County's Finance Director at least thirty (30) days prior to scheduling any public hearing on proposed Administrative Rules, unless both parties mutually agree to notice of less than thirty (30) days.

5. Reports.

A. The Bureau shall provide a receipts and expenditure report to the County at the close of each of the City's accounting periods. The Bureau will deliver a preliminary report, estimating receipts and expenditures by tax year, to the County by the 10th day of each month. If the 10th day falls on a legal holiday or on a weekend, the preliminary report will be delivered on the following business day.

B. The Bureau shall provide the County with quarterly reports of large potential refunds, due to amended returns, appeals or overpaid estimates. For purposes of the preceding sentence, "large" shall mean an accumulated total of at least \$75,000

C. The Bureau shall provide a written annual summary of the proceeding year to the County, showing the number of tax returns filed and dollars paid by entity type, total revenues collected, refunds paid, administrative costs, and other pertinent information.

D. The Bureau will provide other reports, or may discontinue or combine any of the above reports, as the Bureau

and the County may mutually agree. If the reports requested by the County require extensive programming time, the City and the County may agree upon additional charges to be paid for such additional work under this Agreement.

6. Information.

A. The parties will cooperate in exchanging information and making joint public announcements to promote the effective administration of the County Business Income Tax and the Business License Law. In regard to the County Business Income Tax, all public announcements and all correspondence relating to policy matters and public relations will be the County's responsibility. The Bureau shall promptly notify the County of any matter arising from the administration of the County Business Income Tax that may require any legislative amendments or affect County policy, including any policy relating to the amount of taxes collected.

B. Public Records.

1. All work performed by the City under the terms of this agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, working papers and any other materials the City produces in connection with this Agreement. Upon termination of this Agreement, the City shall deliver all materials produced in connection with this Agreement, upon reasonable notice from the County.

2. The Bureau may receive public records requests for County Business Income Tax records obtained by or provided to the Bureau under this Agreement. Any requests for such records shall be forwarded to the County's Finance Director by the following business day. The Finance Director may determine if the requested records exist, and if such records are subject to the public records law. Any determination made by the County under the public records law shall be the County's sole responsibility, including but not limited to any legal defenses of such determinations.

7. Limitations and Conditions.

A. To the extent permitted by Oregon law, the City shall indemnify, within the limits of the Oregon Tort Claims, the County from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from

any of the Bureau's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements or judgments arising from the wrongful acts of the County's officers, agents or employees.

B. To the extent permitted by Oregon law, the County shall indemnify, within the limits of the Oregon Tort Claims, the City from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from any of the County's activities under this Agreement, provided, that the County shall not be required to indemnify the City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's officers, agents or employees.

8. Confidentiality.

A. The information provided by individual taxpayers on tax returns shall be treated as confidential information to the extent permitted under Oregon law. Such information may be disclosed to the County, for purposes of monitoring or overseeing the Bureau's administration of the County Business Income Tax or for County revenue forecasting and budgeting. If authorized by the County's Finance Director, County officers, agents or employees may have access to such information after the execution of a certificate of confidentiality. The certificate shall advise the officer, agent or employee of the penalties for disclosure of confidential information. The County shall obtain and keep on file such certificates for its employees, agents and officers, and will provide a copy of the certificate to the Bureau.

B. When making requests for such information, other than routinely agreed upon reports, the County shall give not less than ten (10) days prior notice to the Bureau, stating the information desired, the purpose of the request and the use to be made of such information.

C. The County may audit the Bureau's administration of the County Business Income Tax, applying generally accepted audit standards. The County shall provide reasonable prior notice of its intent to audit the Bureau. Prior to beginning the audit, all County officers, agents or employees participating in the audit shall execute confidentiality certificates as provided herein.

D. The County's Finance Director may, at the County's expense, request and have installed one "inquiry only" telephone

access line to the Bureau's business database. Access to the database shall be restricted to the Finance Director and any designees. Access to the database shall be protected by restrictions, including but not limited to password access codes and physical lockouts. Prior to the installation of the "inquiry only" line, confidentiality certificates shall be executed by the Finance Director and any designees to be given access to the line.

9. Term.

A. The term of this Agreement shall be five years from the date it is executed by all parties, unless terminated by operation of law or by either party upon six months prior written notice. Prior to the termination date of this Agreement, the County and the Bureau will determine the disposition of pending matters which will not otherwise be completed within the term of this Agreement, and the Bureau will provide the County with such records as are necessary for the County to commence collecting the tax under the County Business Income Tax.

B. At its sole option, the County may extend the term of this Agreement by additional five year increments, beyond the initial five year period.

10. Integration.

This Agreement embodies the whole of the agreement between the parties for the administration of the County Business Income Tax. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

11. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12. Notice.

A. Project Managers. The City Project Manager shall be the Director of the City's Bureau of Licenses, or such other person as shall be designated in writing by the Director. The County's Project Manager shall be the County Finance Director, or

such other person as shall be designated in writing by the County Finance Director.

B. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Bureau of Licenses Director  
1120 SW 5th Avenue, Room 1206  
Portland, Oregon 97204

If to the County: Multnomah County Finance Director  
1120 SW 5th Avenue, Room 1430  
Portland, Oregon 97204

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By \_\_\_\_\_  
Mayor  
City of Portland, Oregon

By \_\_\_\_\_  
Chair  
Multnomah County Board of  
Commissioners

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

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

Approved as to Form:

Reviewed by:

Benjamin Walters  
Jeffrey L. Rogers *Deputy*  
City Attorney

John L. DeBay  
Laurence Kressel  
County Counsel for  
Multnomah County

license\misc.bew\intergov.agr



MULTNOMAH COUNTY OREGON

NEWS

CONTACT:

Teri Duffy, Public Information Officer, 248-3308

PHOTO, VIDEO, AUDIO OPPORTUNITY: YES

IMMEDIATE RELEASE

MULTNOMAH COUNTY/CITY OF PORTLAND CONSOLIDATE BUSINESS TAX PROGRAMS

On Thursday, June 17, 1993 at 9:30 A.M. in Room 602 of the Multnomah County Court House at 1021 SW Fourth Avenue, Multnomah County Chair Hank Miggins will introduce an ordinance and intergovernmental agreement which will achieve tax code conformity with the City of Portland and proposes local administration of both tax collection programs by the City of Portland's Bureau of Licenses.

County Chair Hank Miggins states, "This consolidation effort will save local businesses time and money. Businesses will only have to complete one form and only write one check. Combining the administration of both programs will allow for efficiencies and administrative cost savings."

In addition, tax relief is provided for some small businesses and does not add an additional tax burden to others. The efforts to consolidate included extensive contact with over 400 local businesses, tax professionals and business organizations.

Similar ordinances and an intergovernmental agreement will be introduced at a Thursday afternoon City Council meeting. The business tax programs will be consolidated by January 1994. For additional information or a two page fact sheet contact Teri Duffy at 248-3308.

# # #

Hank Miggins  
Acting Chair

The Portland Building  
1120 S.W. 5th, Rm. 1410  
Portland, Oregon 97204



*Working together for better government*



## MULTNOMAH COUNTY/CITY OF PORTLAND BUSINESS TAX CONSOLIDATION

### SUMMARY

Code conformity and joint administration of the City of Portland Business License program and the Multnomah County Business Income Tax program has been discussed by three different groups over the past three years. First, the Business License Review Committee (1990-91) recommended that joint administration of the programs be studied further to determine the costs and benefits. Second, a joint City/County task force (1991-92) reviewed the issue and made recommendations for code changes to begin the code conformity process. Finally, the Governor's Task Force on Local Government Operations (1992) recommended that the two programs (the only local programs currently in existence) should be brought into conformity and administered by a single department.

As a result of these recommendations, staff from the City's Bureau of Licenses and the County's Finance Division and Budget and Planning Division began meeting in September, 1992 to develop a draft proposal for code conformity and joint administration of the two programs. In the development of this proposal, meetings were held with the Department of Revenue and the Governor's Office, and the Association of Oregon Counties and the League of Oregon Cities was informed of the process and content.

On March 18, 1993, a meeting was held by Multnomah County Commissioner Dan Saltzman, Hank Miggins and City Commissioner Charlie Hales with a business advisory group. At that meeting City and County staff presented a proposal for the consolidation of the Multnomah County Business Income Tax and Portland's Business License Fee program.

The result of the meeting was a consensus that the County and the City should continue their efforts. It was further recommended that the City and County consult extensively with the business community to gather input on the effect of proposed code changes as the two codes were brought into conformity.

In April of 1993, the Board of County Commissioners and the Portland City Council passed resolutions outlining the goals of the consolidation process. Those goals included:

- \* Code conformity between the City and County programs.
- \* Joint administration
- \* A single set of procedures and definitions.
- \* A single form.
- \* Reasonable overall "revenue neutrality".
- \* An effort to solicit comment from those potentially impacted by changes.
- \* Implementation by January 1, 1994.

During the week of June 14, 1993, ordinances and an intergovernmental agreement will be introduced by City Commissioner Gretchen Kafoury and Multnomah County Chair Hank Miggins which will conform the codes of the two programs and provide for their joint administration by the City Bureau of License. This comes at the end of a process that included contact with over 400 local businesses, tax professionals and business organizations.

**Some highlights of the newly conformed code:**

- \* Single set of definitions means only having to keep one set of books for both programs, saving time and costs.
- \* Increase of exemption level from \$10,000 to \$15,000 of gross receipts means approximately 1500 small businesses will be exempted from program.
- \* Increase of quarterly estimated tax threshold from \$500 to \$1000 exempts approximately 1300 businesses from making quarterly estimated tax payments.
- \* Multnomah County joins the City in allowing an exemption for the rental of less than 10 residential dwelling units.
- \* The code changes are revenue neutral.
- \* Single factor sales apportionment without sales throwback.

**Some advantages of the joint administration of the programs under the Bureau of Licenses:**

- \* Projected savings of between \$500,000 and \$750,000 for the City of Portland over the current system, based on the 5 year duration of the intergovernmental agreement.
- \* Local control and increased flexibility for code changes.
- \* Increased local supervision of administration.
- \* Convenient local contact for businesses.
- \* Local access of records and proximity of businesses for enforcement purposes.



DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

## AMENDMENTS TO MCBIT ORDINANCE

1. After paragraph (G), add:  
  
(H) Code conformity and consolidation of administration would provide for an overall reduction of administrative cost.
2. In 5.60.500 of the appended code, change the tax rate from 1.46 to 1.45.

1                   **BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
2                   **FOR MULTNOMAH COUNTY, OREGON**  
3                   **ORDINANCE NO. \_\_\_\_\_**

4  
5                   An ordinance amending Multnomah County Code Chapter 5.70, Business  
6 Income Tax; creating Multnomah County Code Chapter 5.60, Multnomah County Business  
7 Income Tax Law; providing for administration and collection and all related matters.

8                   (Language in brackets [] is to be deleted and underlined language is new.)

9                   Multnomah County ordains as follows:

10 Section I. Findings

11                  (A) The City of Portland has had a Business License program in place since 1854.

12                  (B) Multnomah County instituted a Business Income Tax (MCBIT) in 1976;  
13 administered by Portland's Bureau of Licenses.

14                  (C) In 1978, the County contracted with the Oregon State Department of Revenue  
15 to administer MCBIT as part of the Oregon Corporate Income Tax program, and changed  
16 the MCBIT ordinance provisions to conform more closely to state statutes.

17                  (D) The divergence of the code provisions of Portland's Business License program  
18 and MCBIT have placed a burden on businesses subject to both.

19                  (E) In 1991, a City of Portland committee composed of business people and tax  
20 preparers stated that code conformity and joint administration would reduce that burden.

21                  (F) In 1992, the Governor's Task Force on Local Government Services  
22 recommended Portland Business License/MCBIT code conformity and consolidation of  
23 administration.

24                  (G) The Multnomah County Finance Division, Planning and Budget Division in  
25 cooperation with the Portland Bureau of Licenses developed similar ordinances to achieve  
26 code conformity and consolidated administration.

1 Section II. New Business Income Tax Law Chapter

2 Chapter 5.60, Exhibit A attached hereto, is added to the Multnomah County  
3 Code.

4 Sections III. Amendment of MCC 5.70.105


5 MCC 5.70.105 is amended to read as follows:

6 (A) This chapter shall apply to tax years ending on or after July 1, 1976 [.]  
7 and beginning on or before December 31, 1992.

8  
9 Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1993, being the date of its second reading  
10 before the Board of County Commissioners of Multnomah County, Oregon.

11  
12 By \_\_\_\_\_  
13 Hank Miggins, Acting Chair  
14 MULTNOMAH COUNTY, OREGON

15 REVIEWED:

16   
17 Laurence Kressel, County Counsel  
18 of Multnomah County, Oregon

3. a. Interest and dividend income earned from investments if the income is not created in the course of or related to the taxfiler's business activities; or  
b. Gains and losses incurred from the sale of assets which are not a part of a trade or business; or
4. The renting or leasing of residential real property, if the beneficial owner of such real property does not rent or lease more than nine dwelling units, at least one of which is within the County.

(G) Any person whose only business transactions in the County are exclusively limited to the following activities:

1. Raising, harvesting and selling of the person's own crops, or the feeding, breeding, management and sale of the person's own livestock, poultry, furbearing animals or honeybees, or sale of the produce thereof, or any other agricultural, horticultural or animal husbandry activity carried on by any person on said person's own behalf and not for others, or dairying and the sale of dairy products to processors.

This exemption shall not apply if, in addition to the farm activities described in this subsection, the person does any processing of the person's own farm products which changes their character or form, or the person's business includes the handling, preparation, storage, processing or marketing of farm products raised or produced by others; or the processing of milk or milk products whether produced by said person or by others for retail or wholesale distribution.

2. Operating within a permanent structure a display space, booth or table for selling or displaying merchandise by an affiliated participant at any trade show, convention, festival, fair, circus, market, flea market, swapmeet or similar event for less than 14 days in any tax year.

#### **5.60.500 Imposition and Rate of Tax.**

(A) Except as otherwise provided in this chapter, a tax is hereby imposed upon each person doing business within Multnomah County equal to 1.46 percent (.0146) of the net income from the business within the County effective with tax years beginning on or after January 1, 1993.

(B) The payment of a tax required hereunder and the acceptance of such tax shall not entitle a taxfiler to carry on any business not in compliance with all the requirements of this Code and all other applicable laws.

#### **5.60.510 Return Due Date.**

(A) Tax returns shall be on forms provided or approved by the Administrator. All tax returns shall be filed, together with the specified tax by the 15th day of the 4th month following the end of the tax year.

ORDINANCE FACT SHEET

Ordinance Title: Multnomah County Business Income Tax

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Achieve uniformity between Multnomah County Business Income Tax and City of Portland License Fee. Businesses and taxpayers of Multnomah County and City of Portland.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

NONE

What has been the experience in other areas with this type of legislation?

NONE


What is the fiscal impact, if any?

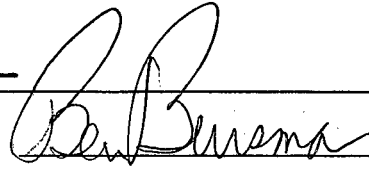
Savings to County and City is approximately \$161,000 in first year.

See attached memo for more details.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): 

Department Manager/Elected Official: \_\_\_\_\_

1                   **BEFORE THE BOARD OF COUNTY COMMISSIONERS**  
2                   **FOR MULTNOMAH COUNTY, OREGON**

3                   **ORDINANCE NO. 768**

4  
5                   An ordinance amending Multnomah County Code Chapter 5.70, Business  
6 Income Tax; creating Multnomah County Code Chapter 5.60, Multnomah County  
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22                  (F) In 1992, the Governor's Task Force on Local Government Services  
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25                  (G) The Multnomah County Finance Division, Planning and Budget Division in  
26 cooperation with the Portland Bureau of Licenses developed similar ordinances to achieve  
27 code conformity and consolidated administration.

1 (H) Code conformity and consolidation of administration would provide for an overall  
2 reduction of administrative cost.

3 Section II. New Business Income Tax Law Chapter

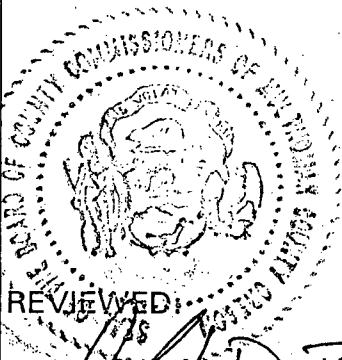
4 Chapter 5.60, Exhibit A attached hereto, is added to the Multnomah County  
5 Code.

6 Sections III. Amendment of MCC 5.70.105

7 MCC 5.70.105 is amended to read as follows:

8 (A) This chapter shall apply to tax years ending on or after July 1, 1976  
9 [.], and beginning on or before December 31, 1992.

10  
11 Adopted this 24th day of June, 1993, being the date of its second reading  
12 before the Board of County Commissioners of Multnomah County, Oregon.



13  
14 By Hank Migging  
15 Hank Migging, Acting Chair  
16 MULTNOMAH COUNTY, OREGON

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

## EXHIBIT A

### MULTNOMAH COUNTY BUSINESS INCOME TAX

5.60.005	Title
5.60.010	Fees for Revenue
5.60.020	Conformity to State Income Tax Laws
5.60.030	Presumption of Doing Business
5.60.100	Definitions
5.60.110	Income Defined
5.60.200	Administration
5.60.210	Administrative Authority
5.60.220	Ownership of Taxfiler Information
5.60.230	Confidentiality
5.60.240	Persons to Whom Information May be Furnished
5.60.250	Taxfiler Representation
5.60.255	Representation Restrictions
5.60.260	Examination of Books, Records or Persons
5.60.270	Records
5.60.280	Deficiencies and Refunds
5.60.290	Protests and Appeals
5.60.400	Exemptions
5.60.500	Imposition and Rate of Tax
5.60.510	Return Due Date
5.60.520	Quarterly Estimates
5.60.530	Schedule for Payment of Estimated Tax
5.60.550	Presumptive Tax
5.60.600	Income Determinations
5.60.610	Apportionment of Income
5.60.620	Changes to Federal or State Tax Returns
5.60.700	Penalties
5.60.710	Interest
5.60.715	Payments Applied
5.60.720	Interest on Refunds
5.60.730	Criminal Penalties For Violations of Business Income Tax Law By County Employees or Agents
5.60.800	Severability
5.60.820	Operative Date
5.60.840	Participation of Cities
5.60.850	MCC Chapter 5.70 Superseded By MCC Chapter 5.60

## MULTNOMAH COUNTY BUSINESS INCOME TAX

### 5.60.005. Title.

This Chapter may be known and cited as the Multnomah County Business Income Tax Law.

### 5.60.010 Fees for Revenue.

The Board of Multnomah County Commissioners finds: 1) it is necessary to raise additional revenues to provide those County services required for the health, safety and welfare of the people of Multnomah County; 2) the purpose of the taxes imposed by this Chapter is to raise funds to provide those services within Multnomah County and, 3) in accordance with this finds, all proceeds collected under this Chapter shall be general fund revenue. This Chapter is intended to establish a unified system for collection and allocation of taxes based upon business net income by the County and by cities within the County.

### 5.60.020 Conformity to State Income Tax Laws.

The Business Income Tax Law shall be construed in conformity with the laws and regulations of the State of Oregon imposing taxes on or measured by net income. Any reference in this Chapter to the laws of the State of Oregon means the laws of the State of Oregon imposing taxes on or measured by net income as they are amended on or before June 30, 1993.

Should a question arise under the Business Income Tax Law on which this Chapter is silent, the Administrator may look to the laws of the State of Oregon for guidance in resolving the question, provided that the determination under State law is not in conflict with any provision of this Chapter or the State law is otherwise inapplicable.

### 5.60.030 Presumption of Doing Business.

A person is presumed to be doing business in the County and subject to this Chapter if engaged in any of the following activities:

- (A) Advertising or otherwise professing to be doing business within the County; or
- (B) Delivering goods or providing services to customers within the County; or
- (C) Owning, leasing or renting personal or real property within the County which is

used in a trade or business.

#### 5.60.100 Definitions.

For the purpose of this Chapter, the terms used in this Chapter shall be defined as provided in this Chapter or in Administrative Rules, adopted under Section 5.60.210 unless the context requires otherwise:

- (A) "Business" means an enterprise, activity, profession or undertaking of any nature, whether related or unrelated, by a person doing business, including services performed by an individual for remuneration, but does not include wages earned as an employee.
- (B) "Doing business" means to engage in any activity in pursuit of gain, including but not limited to, any transaction involving the sale, rental or lease of property, the manufacture or sale of goods or the sale or rendering of services other than as an employee. To do business includes activities carried on by a person through officers, agents or employees as well as activities carried on by a person on his or her own behalf.
- (C) "Employee" means any individual who performs services for another individual or organization having the right to control the employee as to the services to be performed and as to the manner of performance.
- (D) "Person" includes, but is not limited to, a natural person, proprietorship, partnership, joint venture, association, cooperative, trust, estate, corporation, personal holding company or any other form of organization for doing business.
- (E) "Taxfiler" means a person doing business in the County and required to file a return under the Business Income Tax Law.
- (F) "Individual" means a natural person.
- (G) "Controlling Shareholder" means any person, either alone or together with that person's spouse, parents, and children, who, directly or indirectly, owns more than 5 percent of any class of outstanding stock or securities of the taxfiler. The term "controlling shareholder" may mean the controlling shareholders individually or in the aggregate.
- (H) "Ownership of Outstanding Stock or Securities" means the incidents of ownership which include the power to vote on the corporation's business affairs or for the directors, officers, operators or other managers of the taxfiler.
- (I) "Nonbusiness Income" means income not created in the course of the taxfiler's business activities.
- (J) "Net Operating Loss" means the negative taxable income that may result after the deductions allowed by the Business Income Tax Law in determining net income for the tax year.
- (K) "Notice" means a written document mailed first class by the Administrator or Division to the last known address of a taxfiler as provided to the Administrator or Division in the latest tax return on file with the Administrator.
- (L) "Received" means the postmark date affixed by the United States Postal Service if mailed or the date stamp if delivered by hand or sent by facsimile.

- (M) "Tax Year" means the taxable year of a person for Federal income tax purposes.
- (N) "Division" means the Finance Division of Multnomah County, Oregon.
- (O) "Director" means the Director of the Finance Division.
- (P) "Administrator" means the Bureau of Licenses, City of Portland, Oregon along with its employees and agents.
- (Q) "Appeals Board" means the hearings body designated by the Multnomah County Board of Commissioners to review taxfiler appeals from final determinations by the Administrator.

#### 5.60.110. Income Defined.

"Income" means the net income arising from any business, as required to be reported to the State of Oregon for personal income, corporation excise tax, or income tax purposes, before any allocation or apportionment for operation out of state, or deduction for a net operating loss carry-forward or carry-back.

(A) Partnerships, S corporations, estates and trusts, shall be liable for the business tax and not the individual partners, shareholders or beneficiaries. The income of partnerships, S corporations, estates and trusts shall include all income passing through the entity including ordinary income, interest and dividend income, income from sales of business assets and other income attributable to the partnership, S corporation, estate or trust.

(B) If one or more persons are required to report their income to the State of Oregon for corporation excise or income tax purposes in a consolidated return, a single return shall be filed by the person filing such return. In such cases, "income" means the net income of the affiliated group of taxfilers who are carrying on a single unitary business before any allocation or apportionment for operation out of the state, or deduction for a net operating loss carry-forward or carry-back.

(C) The absence of reporting income to the State of Oregon shall not limit the ability of the Administrator to determine the correct income of the taxfiler through examination under Section 5.60.260.

#### 5.60.200 Administration.

The City of Portland, Bureau of Licenses shall be the Administrator of record effective for tax years beginning on or after January 1, 1993.

The Administrator shall have access to and maintain all tax filings and records, under this Chapter, on behalf of the County.

**5.60.210 Administrative Authority.**

(A) The Administrator may implement procedures and forms for administering the provisions of the Business Income Tax Law.

(B) The Administrator may adopt rules relating to matters within the scope of this Chapter to administer compliance with the Business Income Tax Law.

(C) Before adopting a new rule, the Administrator shall hold a public hearing. Prior to the hearing, the Administrator shall publish a notice in a newspaper of general circulation in the County. The notice shall be published not less than ten (10) nor more than 30 days before the hearing. Such notice shall include the place, time and purpose of the public hearing, a brief description of the subjects covered by the proposed rule, and the location where copies of the full text of the proposed rule may be obtained.

(D) At the public hearing, the Administrator, or designee, shall take oral and written testimony concerning the proposed rule. The Administrator shall either adopt the proposed rule, modify, or reject it, taking into consideration the testimony received during the public hearing. If a substantial modification is made, additional public review shall be conducted, but no additional public notice shall be required if an announcement is made at the hearing of a future hearing for a date, time and place certain at which the modification will be discussed. Unless otherwise stated, all rules shall be effective upon adoption by the Administrator. All rules adopted by the Administrator shall be filed in the Division's office. Copies of all current rules shall be made available to the public upon request.

(E) Notwithstanding paragraphs (C) and (D) of this Section, the Administrator may adopt an interim rule without prior public notice upon a finding that failure to act promptly will result in serious prejudice to the public interest or the interest of the affected parties, stating the specific reasons for such prejudice. Any interim rule adopted pursuant to this paragraph shall be effective for a period of not longer than 180 days.

**5.60.220 Ownership of Taxfiler Information.**

Multnomah County shall be the sole owner of all filer information under the authority of this Chapter. The Director or the Director's designee shall have access to all taxfiler information at all times.

**5.60.230 Confidentiality.**

Except as provided in this Chapter or otherwise required by law, it shall be unlawful for the Division of the Administrator, or any elected official, employee, or agent of the County, or for any person who has acquired information pursuant to Section 5.60.240(B) to divulge, release, or make known in any manner any financial information submitted or disclosed to the County under the terms of the Business Income Tax Law. Nothing in this section shall be construed to prohibit:

(A) The disclosure of the names and addresses of any persons who have filed a return;  
or

(B) The disclosure of general statistics in a form which would prevent the identification of financial information regarding an individual taxfiler.

#### **5.60.240 Persons to Whom Information May be Furnished.**

(A) The Division may disclose and give access to information described in Section 5.60.230 to an authorized representative of the Department of Revenue, State of Oregon, or of any local government of the State of Oregon imposing taxes upon or measured by gross receipts or net income, for the following purposes:

1. To inspect the tax return of any taxfiler;
2. To obtain an abstract or copy of the tax return;
3. To obtain information concerning any item contained in any return; or
4. To obtain information of any financial audit of the tax returns of any taxfiler.

Such disclosure and access shall be granted only if the laws, regulations or practices of such other jurisdiction maintain the confidentiality of such information at least to the extent provided by the Business Income Tax Law.

(B) Upon request of a taxfiler, or authorized representative, the Administrator shall provide copies of any tax return information filed by the tax filer in the Administrator's possession.

(C) The Division may also disclose and give access to information described in Section 5.60.230 to:

1. The County Counsel, or Deputy County Counsel, to the extent the Division deems disclosure or access necessary for the performance of the duties of advising or representing the Division.
2. Other County employees and agents, to the extent the Division deems disclosure or access necessary for such employees or agents to perform their duties under contracts or agreements between the Division and any other department, division, agency or subdivision of the County relating to the administration of the Business Income Tax Law.

(D) All employees and agents of the Division or County, prior to the performance of duties involving access to financial information submitted to the County under the terms of the Business Income Tax Law, shall be advised in writing of the provision of Section 5.60.730 relating to penalties for the violation of Sections 5.60.230, 5.60.240, and 5.60.255. Such employees and agents shall execute a certificate in a form prescribed by the Division, stating that the person has reviewed these provisions of law, has had them explained, and is aware of the penalties for the violation of Sections 5.60.230, 5.60.240 and 5.60.255.

(E) Prior to any disclosures permitted by this Section, all persons described in subsection (A) above, to whom disclosure or access to financial information is given, shall:

1. Be advised in writing of the provisions of Section 5.60.730 relating to penalties for the violation of Section 5.60.230; and
2. Execute a certificate in a form prescribed by the Division, stating these provisions

of law have been reviewed and they are aware of the penalties for the violation of Section 5.60.230.

(F) The Director's signature on the certificate, required by subsection (E)2, shall constitute consent to disclosure to the persons executing the certificate.

#### **5.60.250 Taxfiler Representation.**

No person shall be recognized as representing any taxfiler in regard to any matter relating to the tax of such taxfiler without written authorization of the taxfiler or unless the Administrator determines from other available information the person has authority to represent the taxfiler.

#### **5.60.255 Representation Restrictions.**

(A) No employee or official of the County, the Administrator, any public agency authorized to collect taxes imposed by this Chapter, shall represent any taxfiler in any matter before the Administrator. This restriction against taxfiler representation shall continue for two years after termination of employment or official status.

(B) Members of the Appeals Board, as described in Section 5.60.290 of this Chapter, shall not represent a taxfiler before the Appeals Board. No member of the Appeals Board shall participate in any matter before the Board if the appellant is a client of the member or the member's firm.

#### **5.60.260 Examination of Books, Records or Persons.**

(A) The Administrator may examine any books, papers, records, or memoranda, including state and federal income or excise tax returns, to ascertain the correctness of any tax return or to make an estimate of any tax. The Administrator shall have authority, after notice, to:

1. Require the attendance of any person required to file a tax return under the Business Income Tax Law, or officers, agents, or other persons with knowledge of the person's business operations, at any reasonable time and place the Administrator may designate;
2. Take testimony, with or without the power to administer oaths to any person required to be in attendance; and
3. Require proof for the information sought, necessary to carry out the provisions of this Chapter.

(B) The Administrator shall designate the employees who shall have the power to administer oaths hereunder. Such employees shall be notaries public of the State of Oregon.

#### 5.60.270 Records.

Every person required to file a return under the Business Income Tax Law shall keep and preserve for not less than seven (7) years such documents and records, including State and Federal income and excise tax returns, accurately supporting the information reported on the taxfiler's return and calculation of tax for each tax year.

#### 5.60.280 Deficiencies and Refunds.

(A) Deficiencies may be assessed and refunds granted any time within the period provided under ORS 314.410, ORS 314.415, and ORS 317.950. The Administrator may by agreement with the taxfiler extend such time periods to the same extent as provided by statute.

(B) Notwithstanding subsection (A), if no tax return is filed, the Administrator may determine taxes due under this Chapter at any time based on the information available to the Administrator. Taxes determined under this paragraph shall be subject to penalties and interest from the date the taxes should have been paid as provided in Section 5.60.510 in accordance with Sections 5.60.700 and 5.60.710.

#### 5.60.290. Protests and Appeals.

(A) Any determination by the Administrator may be protested by the taxfiler. Written notice of the protest must be received by the Administrator within 30 days after the notice of determination was mailed or delivered to the taxfiler. The protest shall state the name and address of the taxfiler and an explanation of the grounds for the protest. The Administrator shall respond within 30 days after the protest is filed with the Administrator with either a revised determination or a final determination. The Administrator's determination shall include the reasons for the determination and state the time and manner for appealing the determination. The time to file a protest or the time for the Administrator's response may be extended by the Administrator, for good cause. Requests for extensions of time must be received prior to the expiration of the original 30 day protest deadline. Written notice shall be given to the taxfiler if the Administrator's deadline is extended.

(B) Any final determination by the Administrator may be appealed by the taxfiler to the Appeals Board. Written notice of the appeal must be received by the Administrator within 30 days after the final determination was mailed or delivered to the appellant. The notice of appeal shall state the name and address of the appellant and include a copy of the final determination.

(C) Within 90 days after the final determination was mailed or delivered to the taxfiler, the appellant shall file with the Appeals Board a written statement containing:

1. The reasons the Administrator's determination is incorrect; and
2. What the correct determination should be.

Failure to file such a written statement within the time permitted shall be deemed a waiver of any objections, and the appeal shall be dismissed.

(D) Within 150 days after the final determination was mailed or delivered to the

taxfiler, the Administrator shall file with the Appeals Board a written response to the appellant's statement. A copy of the Administrator's response shall be promptly mailed to the address provided by the appellant.

(E) The appellant shall be given not less than 14 days prior written notice of the hearing date and location. The appellant and the Administrator shall have the opportunity to present relevant testimony and oral argument. The Appeals Board may request such additional written comment and documents as it deems appropriate.

(F) Decisions of the Appeals Board shall be in writing, state the basis for the decision and be signed by the Appeals Board Chair.

(G) The decision of the Appeals Board shall be final on the date it is issued and no further administrative appeal shall be provided.

(H) The filing of an appeal with the Appeals Board shall temporarily suspend the obligation to pay any tax that is the subject of the appeal pending a final decision by the Appeals Board.

#### 5.60.400 Exemptions.

To the extent set forth below, the following persons or incomes are exempt from tax requirements imposed by the Business Income Tax Law:

(A) Persons whom the County is prohibited from taxing under the Constitution or laws of the United States, the Constitution or laws of the State of Oregon, or the Charter of the County.

(B) Income arising from transactions which the County is prohibited from taxing under the Constitution or the laws of the United States, the Constitution or laws of the State of Oregon, or the Charter of the County.

(C) Persons whose gross receipts from all business, both within and without the County, amount to less than \$15,000 in any tax year. The Administrator may demand a statement that the person's gross receipts for any tax year were less than \$15,000.

(D) Corporations exempt from the Oregon Corporation Excise Tax under ORS 317.080, provided that any such corporation subject to the tax on unrelated business income under ORS 317.910 to 317.950 shall pay a tax based solely on such income.

(E) Trusts exempt from Federal Income Tax under Internal Revenue Code Section 501, provided that any exempt trust subject to tax on unrelated business income and certain other activities under Internal Revenue Code section 501(c ) shall be subject to the tax under this chapter based solely on that income.

(F) Any individual whose only business transactions in the County are exclusively limited to the following activities:

1. Sales, exchanges or involuntary conversions of real property not held for sale in the ordinary course of a trade or business, unless the real property is used in the trade or business in connection with the production of income; or

2. The sale of personal property acquired for household or other personal use by the seller; or

3. a. Interest and dividend income earned from investments if the income is not created in the course of or related to the taxfiler's business activities; or
  - b. Gains and losses incurred from the sale of assets which are not a part of a trade or business; or
4. The renting or leasing of residential real property, if the beneficial owner of such real property does not rent or lease more than nine dwelling units, at least one of which is within the County.

(G) Any person whose only business transactions in the County are exclusively limited to the following activities:

1. Raising, harvesting and selling of the person's own crops, or the feeding, breeding, management and sale of the person's own livestock, poultry, furbearing animals or honeybees, or sale of the produce thereof, or any other agricultural, horticultural or animal husbandry activity carried on by any person on said person's own behalf and not for others, or dairying and the sale of dairy products to processors.

This exemption shall not apply if, in addition to the farm activities described in this subsection, the person does any processing of the person's own farm products which changes their character or form, or the person's business includes the handling, preparation, storage, processing or marketing of farm products raised or produced by others; or the processing of milk or milk products whether produced by said person or by others for retail or wholesale distribution.

2. Operating within a permanent structure a display space, booth or table for selling or displaying merchandise by an affiliated participant at any trade show, convention, festival, fair, circus, market, flea market, swapmeet or similar event for less than 14 days in any tax year.

#### **5.60.500 Imposition and Rate of Tax.**

(A) Except as otherwise provided in this chapter, a tax is hereby imposed upon each person doing business within Multnomah County equal to 1.45 percent (.0145) of the net income from the business within the County effective with tax years beginning on or after January 1, 1993.

(B) The payment of a tax required hereunder and the acceptance of such tax shall not entitle a taxfiler to carry on any business not in compliance with all the requirements of this Code and all other applicable laws.

#### **5.60.510 Return Due Date.**

(A) Tax returns shall be on forms provided or approved by the Administrator. All tax returns shall be filed, together with the specified tax by the 15th day of the 4th month following the end of the tax year.

(B) The Administrator may, for good cause, grant extensions for filing returns, except that no extension may be granted for more than six (6) months beyond the initial filing due date.

(C) The tax return shall contain a written declaration, verified by the taxfiler, to the effect that the statements made therein are true.

(D) The Administrator shall prepare blank tax returns and make them available upon request. Failure to receive or secure a form shall not relieve any person from the obligation to pay a tax under the Business Income Tax Law.

#### **5.60.520 Quarterly Estimates.**

For tax years beginning on or after January 1, 1993, every taxfiler who incurred a tax liability, under Section 5.60.500, or under Section 5.70.045 for the preceding tax year, of \$1,000 or greater shall estimate the taxfiler's tax liability for the current tax year under this Chapter and pay the amount of tax determined as provided in Section 5.60.530.

#### **5.60.530 Schedule for Payment of Estimated Tax.**

A taxfiler required under Section 5.60.520 to make payments of estimated tax shall make the payments in installments as follows:

(A) One quarter or more of the estimated tax on or before the 15th day of the fourth (4th) month of the tax year; and

(B) One quarter or more of the estimated tax on or before the 15th day of the sixth (6th) month of the tax year; and

(C) One quarter or more of the estimated tax on or before the 15th day of the ninth (9th) month of the tax year; and

(D) The balance of the estimated tax shall be paid on or before the 15th day of the twelfth (12th) month of the tax year.

(E) Any payment of the estimated tax received by the Administrator for which the taxfiler has made no designation of the quarterly installment to which the payment is to be applied, shall first be applied to underpayments of estimated tax due for any prior quarter of the tax year. Any excess amount shall be applied to the installment that next becomes due after the payment was received.

#### **5.60.550 Presumptive Tax.**

(A) If a person fails to file a return, a rebuttable presumption shall exist that the tax payable amounts to \$500 for every tax year for which a return has not been filed.

(B) Nothing in this Section shall prevent the Administrator from assessing, under Section 5.60.280(B) or 5.60.710(B) a tax payable in excess of \$500 per tax year.

## 5.60.600 Income Determinations.

### (A) Sole Proprietorships.

In determining income, no deductions shall be allowed for any compensation for services rendered by, or interest paid to, owners. However, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed \$50,000 per owner.

### (B) Partnerships.

In determining income, no deduction shall be allowed for any compensation for services rendered by, or interest paid to, owners. Guaranteed payments to partners shall be deemed compensation paid to owners for services rendered. However:

1. For general partners, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed \$50,000 per general partner.

2. For limited partners, 75 percent of income determined without such deductions shall be allowed as an additional deduction, not to exceed the lesser of actual compensation and interest paid or \$50,000 per limited partner.

### (C) Corporations

In determining income, no deduction shall be allowed for any compensation for services rendered by, or interest paid to, controlling shareholders of any corporation, including, but not limited to C and S corporations. However, 75 percent of the corporation's income, determined without deduction of compensation or interest, shall be allowed as a deduction in addition to any other allowable deductions, not to exceed the lesser of the actual compensation and interest paid or \$50,000 for each controlling shareholder.

1. For purposes of this subsection, to calculate the compensation for services rendered by or interest paid to controlling shareholders that must be added back to income, wages, salaries, fees, or interest paid to all persons meeting the definition of a controlling shareholder, must be included.

2. For purposes of this subsection, in determining the number of controlling shareholders, a controlling shareholder and that person's spouse, parents and children count as one owner, unless such spouse, parent or child individually own more than 5 percent ownership of outstanding stock or securities in their own name. In that case, each spouse, parent or child who owns more than 5 percent of stock shall be deemed to be an additional controlling shareholder.

3. For purposes of this subsection, joint ownership of outstanding stock or securities shall not be considered separate ownership.

### (D) Estates and Trusts.

In determining income for estates and trusts, income shall be measured before distribution of profits to beneficiaries. No additional deduction shall be allowed.

### (E) Nonbusiness Income.

In determining income under this Section, a deduction shall be allowed for nonbusiness income. Income treated as nonbusiness income for State of Oregon tax purposes may not necessarily be defined as nonbusiness income under the Business Income Tax Law. Interest and dividend income, rental income from real and personal business property, and gains on sale of property or investments owned by a trade or business shall be treated as business income for

purposes of the Business Income Tax Law. Income derived from outside unitary business functions shall be considered nonbusiness income. The taxfiler shall have the burden of showing that income is nonbusiness income.

(F) **Taxes Based on or Measured by Net Income**

In determining income, no deduction shall be allowed for taxes based on or measured by net income.

(G) **Ordinary Gain or Loss.**

In determining income, gain or loss from the sale, exchange or involuntary conversion of real property or tangible and intangible personal property not exempt under Section 5.60.400(E) shall be included as ordinary gain or loss.

(H) **Net Operating Loss**

In determining income, a deduction shall be allowed equal to the aggregate of the net operating losses incurred in prior years, not to exceed 75 percent of the income determined for the current tax year before this deduction but after all other deductions from income allowed by this Section and apportioned for business activity both within and without Multnomah County.

1. When the operations of the taxfiler from doing business both within and without the County result in a net operating loss, such loss shall be apportioned in the same manner as the net income under Section 5.60.610. However, in no case shall a net operating loss be carried forward from any tax year during which the taxfiler conducted no business within the County or the taxfiler was otherwise exempt from tax filing requirements.

2. In computing the net operating loss for any tax year, the net operating loss of a prior tax year shall not be allowed as a deduction.

3. The net operating loss of the earliest tax year available shall be exhausted before a net operating loss from a later tax year may be deducted.

4. The net operating loss in any tax year shall be allowed as a deduction in any of the 5 succeeding tax years. Any partial tax year shall be treated the same as a full tax year in determining the appropriate carry-forward period.

## **5.60.610 Apportionment of Income.**

(A) "Business activity" means any of the elements of doing business. However, a person shall not be considered to have engaged in business activities solely by reason of sales of tangible personal property in any state or political subdivision, or solely the solicitation of orders for sales of tangible personal property in such state or subdivision. Business activities conducted on behalf of a person by independent contractors are not considered business activities by the person in such state or subdivision.

(B) Any taxfiler having income from business activity both within and without the County shall in computing the tax, determine the income apportioned to the County by multiplying the total net income from the taxfiler's business by a fraction, the numerator of which is the total gross income of the taxfiler from business activity in the County during the tax year, and the denominator of which is the total gross income of the taxfiler from business activity everywhere during the tax year.

(C) In determining the apportionment of gross income within the County under subsection (B):

1. Sales of tangible personal property shall be deemed to take place in the County if the property is delivered or shipped to a purchaser within the County regardless of the f.o.b. point or other conditions of sale. Sales of tangible personal property shipped from the County to a purchaser located where the taxfiler is not taxable shall not be apportioned to the County.

2. Sales other than sales of tangible personal property shall be deemed to take place in the County, if the income producing activity is performed in the County or the income producing activity is performed both in and outside the County and a greater portion of the income producing activity is performed in the County than outside the County based on costs of performance.

(D) If the apportionment provisions of subsection (B) do not fairly represent the extent of the taxfiler's business activity in the county and result in the violation of the taxfiler's rights under the Constitution of this State or the United States, the taxfiler may petition the Administrator to permit the taxfiler to:

1. Utilize the method of allocation and apportionment used by the taxfiler under the applicable laws of the State of Oregon imposing taxes upon or measured by net income; or

2. Utilize any other method to effectuate an equitable apportionment of the taxfiler's income.

#### **5.60.620 Changes to Federal or State Tax Returns.**

(A) If a taxfiler's reported net income under applicable Oregon laws imposing a tax on or measured by income is changed by the Federal Internal Revenue Service or the Oregon Department of Revenue, or amended by the taxfiler to correct an error in the original Federal or State return, a report of such change shall be filed with the Administrator within 60 days after the taxfiler receives notice of the final determination of change or after an amended return is filed with the Federal or State agencies. The report shall be accompanied by an amended tax return with respect to such income and by any additional fee, penalty, and interest due.

(B) The Administrator may assess deficiencies and grant refunds resulting from changes in Federal or State returns within the time periods provided for in Section 5.60.280, treating the report of change in Federal or State returns as the filing of an amended tax return.

(C) The Administrator may assess penalties as provided in Section 5.60.700 (A) on the additional tax due, or may refuse to grant a refund of taxes as a result of the amended return if the amended return is not filed with the Administrator within the time limits set forth in subsection (A).

#### **5.60.700 Penalties.**

(A) A penalty shall be assessed if a person:

1. a. Fails to file a tax return at the time required under Section 5.60.510 (A) or 5.60.620 (A); or

- b. Fails to pay a tax when due.
- 2. The penalty under subsection (A) shall be calculated as:
  - a. Five percent (0.05) of the tax if the failure is for a period less than four (4) months;
  - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more; and
  - c. An additional penalty of 100 percent (1.00) of the tax if the failure is for three (3) or more consecutive tax years.

(B) A penalty shall be assessed if a person:

- 1.
  - a. Fails to file a tax return by the extended due date; or
  - b. Fails to pay the tax liability by the extended due date.
- 2. The penalty under subsection (B) shall be calculated as:
  - a. Five percent (0.05) of the tax if the failure is for a period less than four (4) months; and
  - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.

(C) A penalty shall be assessed if a person:

- 1.
  - a. Fails to pay at least 90 percent (0.90) of the tax liability by the original due date; or
  - b. Fails to pay at least 100 percent (1.00) of the prior year's tax liability by the original due date;
- 2. The penalty under subsection (C) shall be calculated as:
  - a. Five percent (0.05) of the tax if the failure is for a period less than 4 months; and
  - b. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.

(D) A penalty shall be assessed if a person underpays any quarterly estimated tax under Sections 5.60.520 and 5.60.530. The penalty shall be calculated as:

- 1. Five percent (0.05) of the tax if the failure is for a period less than four (4) months; and
- 2. An additional penalty of 20 percent (0.20) of the tax if the failure is for a period of four (4) months or more.

(E) Notwithstanding subsection (D), there shall be no penalty on underpayment of estimated tax if:

- 1. The tax liability of the prior tax year was less than \$1000; or
- 2. An amount equal to at least 90 percent (0.90) of the tax liability for the current taxable year was paid in accordance with Section 5.60.530; or
- 3. An amount equal to at least 100 percent (1.00) of the prior year's tax liability was paid in accordance with Section 5.60.530.

(F) The Administrator may impose a civil penalty of up to \$500 for each of the following violations of the Business Income Tax Law:

- 1. Failure to file any tax return within 90 days of the Administrator's original written notice to file;

2. Failure to pay any fee within 90 days of the Administrator's original written notice for payment; or

3. Failure to provide documents as required by Section 5.60.260 within 90 days of the Administrator's original written notice to provide documents.

(G) The Administrator may impose a civil penalty, under subsection (F) only if the Administrator gave notice of the potential for assessment of civil penalties for failure to comply or respond in the original written notice.

#### 5.60.710 Interest.

(A) Interest shall be collected on any unpaid tax at the rate of .833 percent simple interest per month or fraction thereof (10 percent per annum), computed from the original due date of the tax to the 15th day of the month following the date of payment.

(B) If a person fails to file a tax return on the prescribed date, or any extension thereof granted under Section 5.60.510 (B), the Administrator may determine the tax payable according to the best information available to the Administrator. If the Administrator determines the tax payable under this subsection, the Administrator shall assess appropriate penalties and interest and shall send notice to such person of the determination and assessment.

(C) For purposes of subsection (A) of this Section, the amount of tax due on the tax return shall be reduced by the amount of any tax payment made on or before the date for payment of the tax in accordance with Section 5.60.510 (A).

(D) Interest at the rate specified in subsection (A) of this Section shall accrue from the original due date without regard to any extension of the filing date.

#### 5.60.715 Payments Applied.

Taxes received shall first be applied to any penalty accrued, then to interest accrued, then to taxes due.

#### 5.60.720 Interest on Refunds.

When, under a provision of the Business Income Tax Law, taxfilers are entitled to a refund of a portion or all of a tax paid to the Administrator, they shall receive simple interest on such amount at the rate specified in Section 5.60.710(A), subject to the following:

(A) Any overpayments shall be refunded with interest for each month or fraction thereof for a period beginning four (4) months after the due date or the date the tax was paid, whichever is later, to the date of the refund; and

(B) Any overpayments of estimated tax shall be refunded with interest for each month or fraction thereof for the period beginning four (4) months after the date the amended or final

return was filed. This subsection shall apply to returns that are amended due to a change in the Federal or State of Oregon tax returns.

#### **5.60.730 Criminal Penalties For Violations of Law By County Employees or Agents.**

Violation of Sections 5.60.230 or 5.60.240 is punishable, upon conviction thereof, by a fine not exceeding \$1,000 or by imprisonment for a period not exceeding 12 months, or by both fine and imprisonment. In addition, any County employee convicted for violation of Sections 5.60.230 or 5.60.240 shall be dismissed from employment and shall be barred from employment for a period of five (5) years thereafter. Any agent of the County shall, upon conviction, be ineligible for participation in any County contract for a period of five (5) years thereafter.

#### **5.60.800 Severability.**

If any Section, subsection, paragraph, sentence, clause or phrase of this Chapter is for any reason held to be unconstitutional or otherwise invalid, that decision shall not affect the validity of the remaining portions of this Chapter. The Board of County Commissioners hereby declares that it would have passed each Section, subsection, paragraph, sentence, clause or phrase regardless of the fact that any one or more Sections, subsections, paragraphs, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

#### **5.60.820 Operative Date.**

This chapter shall apply to tax years beginning on or after January 1, 1993.

#### **5.60.840 Participation of Cities.**

To facilitate a unified system of collection and allocation of all county and municipal taxes upon business net income within Multnomah County, any city the territory of which is in whole or in part within Multnomah County may, if authorized by its governing body, participate under and share in the revenue derived from this Chapter, upon such terms and conditions as the County and city may agree by written contract.

**5.60.850      MCC Chapter 5.70. Superseded By MCC Chapter 5.60.**

Effective for tax years beginning on or after January 1, 1993, and while this Chapter remains in effect, MCC chapter 5.70 shall be superseded and given no effect until this Chapter is repealed or otherwise ceases to be effective. However, all obligations and responsibilities required of any persons under MCC Chapter 5.70, as of January 1, 1993 shall remain binding upon those persons, and provided further that all remedies and penalties provided by MCC Chapter 5.70 shall remain applicable to any violations or failures to comply with the requirements of MCC chapter 5.70 which occur on or prior to January 1, 1993.

June 10, 1993

MEETING DATE: JUN 17 1993 JUN 24 1993

AGENDA NO: R-7 R-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

**SUBJECT:** Resolution to consolidate County Business Income Tax with City Business License Program

**BOARD BRIEFING** Date Requested: [redacted]

Amount of Time Needed: [redacted]

**REGULAR MEETING:** Date Requested: June 17, 1993

Amount of Time Needed: 10 minutes

**DEPARTMENT:** MSS **DIVISION:** Finance

**CONTACT:** Dave Boyer **TELEPHONE #:** 248-3903  
**BLDG/ROOM #:** 106/1430

**PERSON(S) MAKING PRESENTATION:** Dave Boyer and Ben Buisman

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The resolution states that BCC adopts Intergovernmental Agreement consolidating the Multnomah County Business Income Tax with the City of Portland's Business License Program. This consolidation would simplify recordkeeping and filing for businesses, and is accomplished with no increase in administrative fee for the County.

Authorizes Finance Director to send notice to the State Department that the County will terminate the Intergovernmental Agreement between the State and County effective January 1, 1994.

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** Dave Higgins

**OR**

**DEPARTMENT MANAGER:** Dave Boyer

\*Note: Shirley Sanders has Original OGA to be signed by Dave Katz. Mayon on 6-28-93

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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

0516C/63 Copy of Resolution 93-233 sent to Dave Boyer + Ben Buisman + picked up by Shirley Sanders on 6-28-93.  
Dave Warren



*Working together for better government*



## MULTNOMAH COUNTY/CITY OF PORTLAND BUSINESS TAX CONSOLIDATION

### SUMMARY

Code conformity and joint administration of the City of Portland Business License program and the Multnomah County Business Income Tax program has been discussed by three different groups over the past three years. First, the Business License Review Committee (1990-91) recommended that joint administration of the programs be studied further to determine the costs and benefits. Second, a joint City/County task force (1991-92) reviewed the issue and made recommendations for code changes to begin the code conformity process. Finally, the Governor's Task Force on Local Government Operations (1992) recommended that the two programs (the only local programs currently in existence) should be brought into conformity and administered by a single department.

As a result of these recommendations, staff from the City's Bureau of Licenses and the County's Finance Division and Budget and Planning Division began meeting in September, 1992 to develop a draft proposal for code conformity and joint administration of the two programs. In the development of this proposal, meetings were held with the Department of Revenue and the Governor's Office, and the Association of Oregon Counties and the League of Oregon Cities was informed of the process and content.

On March 18, 1993, a meeting was held by Multnomah County Commissioner Dan Saltzman, Hank Miggins and City Commissioner Charlie Hales with a business advisory group. At that meeting City and County staff presented a proposal for the consolidation of the Multnomah County Business Income Tax and Portland's Business License Fee program.

The result of the meeting was a consensus that the County and the City should continue their efforts. It was further recommended that the City and County consult extensively with the business community to gather input on the effect of proposed code changes as the two codes were brought into conformity.

In April of 1993, the Board of County Commissioners and the Portland City Council passed resolutions outlining the goals of the consolidation process. Those goals included:

- \* Code conformity between the City and County programs.
- \* Joint administration
- \* A single set of procedures and definitions.
- \* A single form.
- \* Reasonable overall "revenue neutrality".
- \* An effort to solicit comment from those potentially impacted by changes.
- \* Implementation by January 1, 1994.

During the week of June 14, 1993, ordinances and an intergovernmental agreement will be introduced by City Commissioner Gretchen Kafoury and Multnomah County Chair Hank Miggins which will conform the codes of the two programs and provide for their joint administration by the City Bureau of License. This comes at the end of a process that included contact with over 400 local businesses, tax professionals and business organizations.

**Some highlights of the newly conformed code:**

- \* Single set of definitions means only having to keep one set of books for both programs, saving time and costs.
- \* Increase of exemption level from \$10,000 to \$15,000 of gross receipts means approximately 1500 small businesses will be exempted from program.
- \* Increase of quarterly estimated tax threshold from \$500 to \$1000 exempts approximately 1300 businesses from making quarterly estimated tax payments.
- \* Multnomah County joins the City in allowing an exemption for the rental of less than 10 residential dwelling units.
- \* The code changes are revenue neutral.
- \* Single factor sales apportionment without sales throwback.

**Some advantages of the joint administration of the programs under the Bureau of Licenses:**

- \* Projected savings of between \$500,000 and \$750,000 for the City of Portland over the current system, based on the 5 year duration of the intergovernmental agreement.
- \* Local control and increased flexibility for code changes.
- \* Increased local supervision of administration.
- \* Convenient local contact for businesses.
- \* Local access of records and proximity of businesses for enforcement purposes.



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

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PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: Hank Miggins, Acting Chair  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharon Kelley  
Commissioner Dan Saltzman

June 24, 1993

FROM: David A. Boyer, Finance Director  
Ben Buisman, Planning and Budget

SUBJECT: Proposed Review Process for County Business Income Tax and Portland License Fee

In order to determine the results and revenue impacts of the Business Income Tax and Portland License Fee Code changes which will affect taxable years 1993 and later, Finance and Planning and Budget propose the following reporting and review process.

## Progress Report

During July 1994, the City Bureau of Licenses will complete a report which identifies the revenue impacts of the Code changes to tax returns filed through May 31, 1994. This report will be a preliminary "status" report, since only part of the calendar year final tax returns will be filed by this time. A final report, which would include the results of all calendar and fiscal year reports, could be available by July 1995.

## Proposed Code Review Process

A Review Panel, to be jointly appointed by the Multnomah County Chair and the Mayor of Portland, shall conduct a review of the County's Business Income Tax Law and the City's Business License Law, commencing not later than July 1994. This review of the codes should look to the findings and recommendations of any adopted economic development policy of the County Board of Commissioners, City Council and the Bureau of Licenses progress report on the impacts of code conformity, and other pertinent business and revenue studies or information to frame recommendations for changes needed to the County and City codes to achieve overall economic goals for the area. It is important to coordinate this review process with other current review efforts and processes to maximize the overall economic health of Multnomah County, the City of Portland and local business.

A similar review process is also being proposed to the Portland City Council by the City Bureau of Licenses. Please let us know if this is acceptable.

cc: Dennis Nelson, Portland Bureau of Licenses

**BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of consolidating administration	)	
of the Multnomah County Business Income Tax	)	RESOLUTION
and the Portland Business License Fee	)	93-233

WHEREAS the City of Portland has a Business License Fee in place; and

WHEREAS the County currently contracts with the Oregon State Department of Revenue to administer MCBIT; and

WHEREAS the divergence of codes of the City of Portland Business License Fee and MCBIT have placed a burden on businesses subject to both; and

WHEREAS the Multnomah County Finance Division and Planning and Budget Division, in cooperation with the City of Portland Bureau of Licenses, developed similar ordinances to achieve code conformity and consolidation of administration with the Portland Bureau of Licenses; now therefore,

BE IT RESOLVED the Intergovernmental Agreement between Multnomah County and the City of Portland, as shown in Exhibit B, for administration of collection and enforcement of income taxes payable under MCC Chapters 5.60 and 5.70 is approved.

BE IT FURTHER RESOLVED the Finance Director shall send notice to the State Department of Revenue that the County will terminate the Intergovernmental Agreement between the County and the State effective January 1, 1994.

Adopted this 24th day of June, 1993.

BOARD OF COUNTY COMMISSIONERS FOR  
MULTNOMAH COUNTY, OREGON

by   
Hank Miggins, Acting Chair

REVIEWED:

Laurence Kressel, County Counsel

by:   
Assistant County Counsel



EXHIBIT B

MULTNOMAH COUNTY, OREGON  
CITY OF PORTLAND

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT entered into by and between Multnomah County, Oregon, hereinafter "County", and the City of Portland, hereinafter "City", is pursuant to authority of ORS Chapter 190.

WITNESSETH, the parties hereto recite the following reasons for entering into this agreement:

- a. The consolidated administration of the City of Portland's Business License Law and the Multnomah County Business Income Tax would simplify reporting requirements for businesses and reduce administrative costs for both the City and the County;
- b. A consolidated program would allow businesses to follow a single set of procedures and definitions and to file a single reporting form for both the City and the County;
- c. The City and the County have jointly developed a plan to achieve code conformity and consolidated administration;
- d. The City is willing and able to administer the Multnomah County Business Income Tax for the County.

NOW THEREFORE, in consideration of the mutual promises contained herein and as authorized by ORS 190.010 to 190.030, the parties agree as follows:

1. General Administration.

A. The City of Portland's Bureau of Licenses (the Bureau) shall supervise and administer the Multnomah County Business Income Tax Law, imposed by the Multnomah County Code as adopted by the Multnomah County Commission (the County Business Income Tax).

B. The Bureau shall be responsible for all administration of the County Business Income Tax, including, but not limited to, adopting administrative rules, collecting estimated tax payments, auditing returns, assessing and collecting tax deficiencies, including penalties and interest, making refunds, hearing appeals, and taking any other action necessary to administer and collect taxes under the County

Business Income Tax. The County shall be responsible for defending any claims against the County Business Income Tax regarding the legal validity or constitutionality of the County Business Income Tax.

C. In performing its duties under this Agreement, the Bureau may in its discretion determine what action shall be taken to enforce the provisions of the County Business Income Tax and collect the tax imposed thereunder. In exercising its discretion, the Bureau shall provide a level of service comparable to the level of service it provides in the administration of the Business License Law. If the Bureau deems it necessary to vary substantially from this standard, the Bureau shall notify the County of the need and obtain its written consent.

D. The Bureau will begin administration of the County Business Income Tax on July 1, 1993. The County shall provide the Bureau with all information necessary for the administration of the County Business Income Tax on or before September 1, 1993.

E. The Bureau will begin collection of the tax imposed under the County Business Income Tax on January 1, 1994. The Department of Revenue, State of Oregon, (the Department) shall be responsible for collection of all taxes for the tax years prior to that date, under the agreement previously existing between the County and the Department. If the Department is otherwise unwilling or unable to collect taxes for prior tax years, the City and County may enter into a separate agreement to authorize the Bureau to collect taxes under the County Business Income Tax for prior tax years.

F. Appeals Board.

1. The County designates the Business License Appeals Board, as created by the Business License Law, as the body for reviewing taxfiler appeals from final determinations made by the Bureau under the County Business Income Tax.

2. The County Chair shall provide recommendations for appointments to be made by the Mayor to the Business License Appeals Board. The Mayor shall appoint one (1) of the three (3) public members of the Business License Appeal Board from the list of recommendations submitted by the County Chair.

## 2. Payments to the County.

The Bureau shall deposit all taxes collected under this Agreement to a trustee account within the City established on behalf of and for the benefit of the County. The account shall earn interest based on the City's internal interest allocation used for its own funds. The City shall, after deducting its cost of administration, refunds and other credits, remit the balance of the tax collected under this Agreement to the County by the tenth (10th) business day following the close of each month. The Bureau shall maintain a reserve balance of approximately Seventy five thousand dollars (\$75,000). Payments of taxes collected under this Agreement shall be made by the Bureau to the County's Local Government Investment Pool Account No. 4017. Should extraordinary refunds, adjustments, or credits require funds in excess of \$75,000, the County shall transfer necessary funds to the Bureau from its Local Government Investment Pool Account No. 4017 to the City's Local Government Investment Pool Account No. 4002. The Bureau shall prepare monthly reconciliations of deposits made and net revenues collected. The Bureau shall provide a minimum of 10 days prior notice if it requires transfer by the County of an amount equal to or greater than \$500,000.

## 3. Payments to the City.

Effective July 1, 1993, the City shall receive compensation for administering the County Business Income Tax. For fiscal year 1993-94, the County shall pay compensation to the City in the amount of Three hundred fifty thousand dollars (\$350,000). The City is authorized to deduct the first Three hundred fifty thousand dollars (\$350,000) collected in taxes under this Agreement in fiscal year 1993-94 as this compensation. For fiscal year 1994-95, the County shall compensate the City in the amount of Four hundred fifty thousand dollars (\$450,000). For fiscal year 1995-96 and thereafter, the annual compensation for the City for administration services shall be Four hundred fifty thousand dollars (\$450,000), adjusted annually by the greater of three percent (3%) or the Portland Consumer Price Index All Urban Consumers (CPI-U) as issued by the US Department of Labor, Bureau of Labor Statistics during February of each year. Except for the compensation paid in fiscal year 1993-94, the compensation to the City shall be paid in twelve (12) equal payments, deducted from payments to the County as described in paragraph 2. Payments to the City shall be made by the tenth (10th) business day following the close of each month.

4. Notification of Changes.

A. County Business Income Tax Changes. The parties shall cooperate in amending the County Business Income Tax or the Business License Law to ensure uniformity and consistency in these respective codes and in administration. Both parties to this Agreement shall notify the other of any intent to make changes, whether in the law or in the tax or fee rates, at least ninety (90) days prior to adopting the change. If both parties mutually agree to make changes, such changes may take effect in less than the ninety (90) days required.

B. Administrative Rules. The County's Finance Director, or designee, shall be involved in the development of Administrative Rules. The Bureau shall not initiate the public process for review and comment on proposed Administrative Rules until the County's Finance Director and the Bureau mutually agree on the content and substance of the Administrative Rules. The Bureau shall notify the County's Finance Director at least thirty (30) days prior to scheduling any public hearing on proposed Administrative Rules, unless both parties mutually agree to notice of less than thirty (30) days.

5. Reports.

A. The Bureau shall provide a receipts and expenditure report to the County at the close of each of the City's accounting periods. The Bureau will deliver a preliminary report, estimating receipts and expenditures by tax year, to the County by the 10th day of each month. If the 10th day falls on a legal holiday or on a weekend, the preliminary report will be delivered on the following business day.

B. The Bureau shall provide the County with quarterly reports of large potential refunds, due to amended returns, appeals or overpaid estimates. For purposes of the preceding sentence, "large" shall mean an accumulated total of at least \$75,000

C. The Bureau shall provide a written annual summary of the proceeding year to the County, showing the number of tax returns filed and dollars paid by entity type, total revenues collected, refunds paid, administrative costs, and other pertinent information.

D. The Bureau will provide other reports, or may discontinue or combine any of the above reports, as the Bureau

and the County may mutually agree. If the reports requested by the County require extensive programming time, the City and the County may agree upon additional charges to be paid for such additional work under this Agreement.

6. Information.

A. The parties will cooperate in exchanging information and making joint public announcements to promote the effective administration of the County Business Income Tax and the Business License Law. In regard to the County Business Income Tax, all public announcements and all correspondence relating to policy matters and public relations will be the County's responsibility. The Bureau shall promptly notify the County of any matter arising from the administration of the County Business Income Tax that may require any legislative amendments or affect County policy, including any policy relating to the amount of taxes collected.

B. Public Records.

1. All work performed by the City under the terms of this agreement shall be considered to be the property of the County. The County shall own any and all data, documents, plans, working papers and any other materials the City produces in connection with this Agreement. Upon termination of this Agreement, the City shall deliver all materials produced in connection with this Agreement, upon reasonable notice from the County.

2. The Bureau may receive public records requests for County Business Income Tax records obtained by or provided to the Bureau under this Agreement. Any requests for such records shall be forwarded to the County's Finance Director by the following business day. The Finance Director may determine if the requested records exist, and if such records are subject to the public records law. Any determination made by the County under the public records law shall be the County's sole responsibility, including but not limited to any legal defenses of such determinations.

7. Limitations and Conditions.

A. To the extent permitted by Oregon law, the City shall indemnify, within the limits of the Oregon Tort Claims, the County from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from

any of the Bureau's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements or judgments arising from the wrongful acts of the County's officers, agents or employees.

B. To the extent permitted by Oregon law, the County shall indemnify, within the limits of the Oregon Tort Claims, the City from any and all claims, demands, settlements or judgments, including all costs and attorney fees, arising from any of the County's activities under this Agreement, provided, that the County shall not be required to indemnify the City for any such claims, demands, settlements or judgments arising from the wrongful acts of the City's officers, agents or employees.

8. Confidentiality.

A. The information provided by individual taxpayers on tax returns shall be treated as confidential information to the extent permitted under Oregon law. Such information may be disclosed to the County, for purposes of monitoring or overseeing the Bureau's administration of the County Business Income Tax or for County revenue forecasting and budgeting. If authorized by the County's Finance Director, County officers, agents or employees may have access to such information after the execution of a certificate of confidentiality. The certificate shall advise the officer, agent or employee of the penalties for disclosure of confidential information. The County shall obtain and keep on file such certificates for its employees, agents and officers, and will provide a copy of the certificate to the Bureau.

B. When making requests for such information, other than routinely agreed upon reports, the County shall give not less than ten (10) days prior notice to the Bureau, stating the information desired, the purpose of the request and the use to be made of such information.

C. The County may audit the Bureau's administration of the County Business Income Tax, applying generally accepted audit standards. The County shall provide reasonable prior notice of its intent to audit the Bureau. Prior to beginning the audit, all County officers, agents or employees participating in the audit shall execute confidentiality certificates as provided herein.

D. The County's Finance Director may, at the County's expense, request and have installed one "inquiry only" telephone

access line to the Bureau's business database. Access to the database shall be restricted to the Finance Director and any designees. Access to the database shall be protected by restrictions, including but not limited to password access codes and physical lockouts. Prior to the installation of the "inquiry only" line, confidentiality certificates shall be executed by the Finance Director and any designees to be given access to the line.

9. Term.

A. The term of this Agreement shall be five years from the date it is executed by all parties, unless terminated by operation of law or by either party upon six months prior written notice. Prior to the termination date of this Agreement, the County and the Bureau will determine the disposition of pending matters which will not otherwise be completed within the term of this Agreement, and the Bureau will provide the County with such records as are necessary for the County to commence collecting the tax under the County Business Income Tax.

B. At its sole option, the County may extend the term of this Agreement by additional five year increments, beyond the initial five year period.

10. Integration.

This Agreement embodies the whole of the agreement between the parties for the administration of the County Business Income Tax. Any prior written or oral agreements shall be superseded hereby. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties.

11. Severability.

If any provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

12. Notice.

A. Project Managers. The City Project Manager shall be the Director of the City's Bureau of Licenses, or such other person as shall be designated in writing by the Director. The County's Project Manager shall be the County Finance Director, or

such other person as shall be designated in writing by the County Finance Director.

B. Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party specifies in writing:

If to the City: Bureau of Licenses Director  
1120 SW 5th Avenue, Room 1206  
Portland, Oregon 97204

If to the County: Multnomah County Finance Director  
1120 SW 5th Avenue, Room 1430  
Portland, Oregon 97204

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF PORTLAND

MULTNOMAH COUNTY

By Vera Katz  
Mayor  
City of Portland, Oregon

By [Signature]  
Chair  
Multnomah County Board of  
Commissioners

Date signed: 7/29/93

Date signed: 6-24-93

Approved as to Form:

Reviewed by:

Benjamin Walters  
Jeffrey L. Rogers *Deputy*  
City Attorney

[Signature]  
Laurence Kressel  
County Counsel for  
Multnomah County

license\misc.bew\intergov.agr

ORDINANCE NO. 166675

Authorize Intergovernmental Agreement which contracts with Multnomah County for the Bureau of Licenses to administer the Multnomah County Business Income Tax program (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

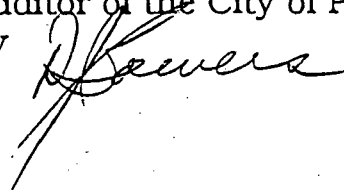
1. Both the City of Portland and Multnomah County have a business license or business tax, assessed on business within their respective boundaries.
2. The City's business license and the County's business income tax are calculated using similiar methods and calculations.
3. Administration of both programs by one jurisdiction will save businesses preparation time and money, and will save taxpayer dollars in administration costs.
4. Administration of both programs by the City of Portland will retain control of the programs at the local level, and provide businesses with a local agency to provide services and responses to questions.

NOW, THEREFORE, the Council directs:

- a. The Mayor is authorized and directed to execute on behalf of the City an intergovernmental agreement with Multnomah County substantially similar to that attached to this ordinance as Exhibit A.

Passed by the Council, JUN 24 1993

Commissioner Gretchen Kafoury  
GK:DN:TK  
June 10, 1993

BARBARA CLARK  
Auditor of the City of Portland  
By  Deputy

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 6/24/93

(Date)

DEPARTMENT Nondepartmental

DIVISION Risk Mgmt/Employee Svcs

CONTACT Dave Warren / Ching Hay

TELEPHONE 3822 / 6672

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

Dave Warren

## SUGGESTED

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

This Budget Modification records \$60,980 of service reimbursements for employees budgeted in the 1992-93 Insurance Fund to comply with the auditor's recommendation that their benefits be shown as expenditures in the Insurance Fund.

(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

Insurance benefits provided to County employees are charged against the budget twice: once against the budget of the organization where the employee works (as a service reimbursement to the Insurance Fund), and the second time in the Insurance Fund where the actual premium is paid for all County employees. Employees in the Insurance Fund have been budgeted without showing the cost of their individual insurance coverage because to do so will overstate the cost of the Insurance fund. These employees' insurance will be recorded twice in one place. However, KPMG Peat Marwick has recommended that the charge be shown twice. The recommended change will cause the Personal Services appropriations in the Insurance Fund to be overspent unless the appropriation for Object Code 5550, Insurance Benefits, is increased to cover the costs now being charged there. This request causes no substantive change to the program or its budget.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

The Insurance Fund will show an increased service reimbursement revenue of \$60,980. This increased revenue balances the increased expenditure.

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of

Date

After this modification

\$

\$

Originated By

Date

David C. Warren

6/17/93

Department Director

Date

Cindy Craghead

6/17/93

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Barry A. Packerson

6-24-93

Sent Original to  
Dave Warren on  
6-29-93.

FBUDMOD1

***NOND 36***

TRANSACTION EB GM [ ]

ACCOUNTING PERIOD

BUDGET FY

TOTAL EXPENDITURE CHANGE	
--------------------------	--

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

TOTAL REVENUE CHANGE

# BUDGET MODIFICATION NO. MCSO 415

(For Clerk's Use) Meeting Date JUN 24 1993  
Agenda No. R-9

REQUEST FOR PLACEMENT ON THE AGENDA FOR June 17, 1993

(Date)

DEPARTMENT Sheriff's Office

DIVISION Services Branch

CONTACT Larry Aab

TELEPHONE 251-2489

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

## SUGGESTED

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

Budget modification requesting authorization to reclassify a MCSO Personnel Analyst position to an Administrative Analyst position.

## (Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will reclassify a MCSO Personnel Analyst position to an Administrative Analyst position effective 9/12/92. The cost for this reclassification is \$628, and will come from a cut in overtime funding. This is a Levy funded position.

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JUN 15 PM 12:16

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

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of \_\_\_\_\_) (Date) \$ \_\_\_\_\_

(Specify Fund)

After this modification

\$ \_\_\_\_\_

Originated By \_\_\_\_\_ Date \_\_\_\_\_

Department Manager

Date

Budget Analyst \_\_\_\_\_ Date \_\_\_\_\_

Personnel Analyst

Date

Board Approval

Date

Chris A. Peterson 6-24-93

Bob Shippen

6/3/93

Shirlee Robertson

6/9/93

2999E/1

Sent Originals to  
Mark Campbell on  
6-29-93.

## EXPENDITURE

TRANSACTION EB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		169	025	3602			5100			470		Permanent
							5500			128		Fringe
							5550			30		Insurance
				3955			5300			(449)		Permanent
							5500			(153)		Fringe
							5550			( 26)		Insurance
											0	Personal Services
		400	050	7531			6580			4		Insurance
TOTAL EXPENDITURE CHANGE										4		TOTAL EXPENDITURE CHANGE

## REVENUE

TRANSACTION RB [ ]

GM [ ] TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	050	7040			6610			4		Svs Reimb. to Ins Fund
TOTAL REVENUE CHANGE										4		TOTAL REVENUE CHANGE

# PERSONNEL DETAIL FOR BUD MOD NO. MCSO 415

## 5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1)	MCSO Personnel Analyst	(26,025)	(7,058)	(4,072)	(37,155)
1	Administrative Analyst	26,612	7,217	4,108	37,937
	TOTAL CHANGE (ANNUALIZED)	587	159	36	782

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Permanent	Cut .8 MCSO Personnel Analyst	(20,820)	(5,646)	(3,257)	(29,723)
	Add .8 Administrative Analyst	21,290	5,774	3,287	30,351
Overtime	Cut to fund above reclass	( 449)	( 153)	( 26)	( 628)
	Total	21	( 25)	4	0

BUDGET MODIFICATION NO. mpso # 16

(For Clerk's Use) Meeting Date

JUN 24 1993

Agenda No. R-10REQUEST FOR PLACEMENT ON THE AGENDA FOR June 17, 1993

(Date)

DEPARTMENT Sheriff's officeDIVISION Enforcement BranchCONTACT Larry AabTELEPHONE 251-2489

\*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

## SUGGESTED

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

Budget-modification cutting funding for Columbia Villa Deputy and Sergeant positions after 5/21/93, and transferring this funding to two CSO positions for the period 1/1/93 - 5/20/93.

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

☒ PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification will extend the funding for two Community Services Officers stationed at Columbia Villa from 1/1/93 to 5/20/93. The funding will come from the elimination of funding for the three Deputy Sheriff positions and one Sergeant position after 5/21/93. A small cut in overtime funding will make up the difference between the cost of the CSOs and the savings from the Deputies and Sergeant.

A new contract is currently being negotiated for the period beginning 5/21/93.

This modification will also make a technical correction to the budget by moving the Housing Authority funding for a third CSO position to the correct organization number.

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

CONTINGENCY STATUS (to be completed by Finance/Budget)

Contingency before this modification (as of \_\_\_\_\_) (Date)

(Specify Fund)

After this modification

JULIUS R. COUNTY, OREGON

JUN 16 11 3:02

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

Carrie A. Parkinson 6-24-93

999E/1

Sent Original to  
Mark Campbell  
6-29-93

TRANSACTION EB [ ]      GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	025	3150		5100			2,102		Permanent
						5300			(1,583)		Overtime
						5500			(1,428)		Fringe
						5550			909		Insurance
						5100			12,754		Permanent
						5500			3,459		Fringe
						5550			3,977		Insurance
				3170		5100			(12,754)		Permanent
						5500			(3,459)		Fringe
						5550			( 3,977)		Insurance
										0	Personal Services
		400	050	7040		6580			909		Insurance
TOTAL EXPENDITURE CHANGE											TOTAL EXPENDITURE CHANGE

TRANSACTION RB [ ]      GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		400	050	7040		6602			909		Sys. Reimb. to Ins. Fund
TOTAL REVENUE CHANGE											TOTAL REVENUE CHANGE

# PERSONNEL DETAIL FOR BUD MOD NO. \_\_\_\_\_

## 5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
	Not applicable				
	TOTAL CHANGE (ANNUALIZED)				

## 6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Permanent	Add 2 x .39 CSOs	20,342	5,517	4,195	30,054
	Cut 3 x .11 Deputy Sheriffs	(12,838)	(4,509)	(2,209)	(19,556)
	Cut .11 Sergeant	( 5,402)	(1,897)	( 990)	( 8,289)
Overtime	Cut to fund above changes	( 1,583)	( 539)	( 87)	( 2,209)
	Total	519	(1,428)	909	0

BUDGET MODIFICATION NO.

MCSO # 17

(For Clerk's Use) Meeting Date JUN 24 1993

Agenda No. R-11

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 24, 1993

(Date)

DEPARTMENT Sheriff's Office

DIVISION All

CONTACT Larry Aab

TELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

## SUGGESTED AGENDA TITLE

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

Transfer \$623,882 From General Fund Contingency to Provide For Costs Associated With Corrections Officers Wage Settlement.

(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 Multnomah County Corrections Officers Association (MCCOA) contract for 1992-95 will be ratified at the BCC's June 17th meeting. This budget modification appropriates a 5% wage increase for Corrections Officers retroactive to July 1, 1992.

The 5% wage settlement totals \$623,882 and will be transferred from the General Fund Contingency.

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

Increase Service Reimbursement to Insurance Fund

\$24,981

1993 JUN 17 PM 1:30  
CLERK OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS (to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification

\$

\$

Originated By

Date

Department Director

Date

Budget/Plng Analyst

Date

Employee Services

Date

Board Approval

Date

\*\*BM\_PG1.XLS\*\*

Sent Original to  
Mark Campbell on  
6-29-93

BUDGET MODIFICATION NO.

MCSO # 17

## EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCTG PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	025	3008			5100			2,301		Permanent
							5500			783		Fringe Benefits
							5550			129		Insurance
				3601			5100			1,822		Permanent
							5500			620		Fringe Benefits
							5550			102		Insurance
				3604			5100			4,067		Permanent
							5500			1,384		Fringe Benefits
							5550			227		Insurance
				3606			5100			1,626		Permanent
							5500			553		Fringe Benefits
							5550			91		Insurance
				3608			5100			4,105		Permanent
							5500			1,397		Fringe Benefits
							5550			229		Insurance
				3810			5100			4,052		Permanent
							5500			1,379		Fringe Benefits
							5550			227		Insurance
TOTAL EXPENDITURE CHANGE												

## REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCTG PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Source Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6600			24,981		General Fund
TOTAL REVENUE CHANGE										24,981		

BUDGET MODIFICATION NO. MCSO # 17

## EXPENDITURE

TRANSACTION EB GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCTG PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	025	3915			5100			366,723		Permanent
							5300			33,102		Overtime
							5400			6,756		Premium
							5500			138,319		Fringe Benefits
							5550			22,728		Insurance
				4112			5100			7,029		Permanent
							5300			254		Overtime
							5500			2,478		Fringe Benefits
							5550			407		Insurance
				4117			5100			15,036		Permanent
							5500			5,115		Fringe Benefits
							5550			841		Insurance
		100	045	9120			7700			(623,882)		GF Contingency
		400	050	7531			6580			24,981		Insurance
TOTAL EXPENDITURE CHANGE										24,981		

## REVENUE

TRANSACTION EB GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCTG PERIOD \_\_\_\_\_ BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE												

BUDGET MODIFICATION NO.

MCSO # 18

(For Clerk's Use) Meeting Date

JUN 24 1993

Agenda No.

R-12

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

June 24, 1993

(Date)

DEPARTMENT Sheriff's OfficeDIVISION Law EnforcementCONTACT Larry AabTELEPHONE 251-2489

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

## SUGGESTED AGENDA TITLE

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

Transfer \$31,063 From General Fund Contingency to Provide For Costs Associated With Columbia Villa SAT.

(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 Sheriff's Office contract with the Housing Authority of Portland (HAP) to provide community policing services at the Columbia Villa housing projects expired on May 21, 1993. It was anticipated that a new contract would be negotiated and would be in place to cover costs of the SAT for the remainder of the current fiscal year. That contract negotiation process has not yet been completed.

This modification will provide a General Fund cash transfer sufficient to cover the projected SAT costs from May 21 - June 30, 1993. When the new contract with HAP is completed the General Fund will be reimbursed for this expense.

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

Increase Cash Transfer From General Fund

\$31,063

General Fund Paid Indirect Costs

2,709

1993 JUN 17 PM 12:32  
CLERK OF  
JUDICIAL DEPARTMENT  
MULTI-COUNTY  
OREGON

## 4. CONTINGENCY STATUS (to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

\$ \_\_\_\_\_

After this modification

\$ \_\_\_\_\_

Originated By

Date

Department Director

Date

Budget/Plng Analyst

Date

Employee Services

Date

Board Approval

Date

\*\*BM\_PG1.XLS\*\*

Sent Original to  
Mark Campbell  
6-29-93.

MCSO # 18

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCTG PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	025	3150			5100			22,240		Permanent
							5500			7,566		Fringe Benefits
							5550			1,257		Insurance
							7100			2,709		Indirect Costs
		100	025	3012			7608			33,772		Cash Transfer - Fed/State
		100	045	9120			7700			(31,063)		GF Contingency
		400	050	7531			6580			1,257		Insurance
TOTAL EXPENDITURE CHANGE										37,737		

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCTG PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Source Code	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	025	3150			7601			33,772		Cash Transfer - GF
		100	045	7410			6602			2,709		Fed/State Fund
		400	050	7040			6602			1,257		Fed/State Fund
TOTAL REVENUE CHANGE										37,737		

**ORIGINAL**

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM****SUBJECT:** IGA between City of Portland and Sheriff's Office**BOARD BRIEFING:** Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR MEETING:** Date Requested: June 24, 1993Amount of Time Needed: 10 minutes**DEPARTMENT:** Sheriff's Office**DIVISION:** Corrections**CONTACT:** Larry Aab**TELEPHONE #:** 251-2489**BLDG/ROOM #:** 313/231**PERSON(S) MAKING PRESENTATION:** Bob Skipper, Sheriff**ACTION REQUESTED:**☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER**SUMMARY** (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

Intergovernmental Agreement between City of Portland and the Sheriff's Office, for City of Portland will provide fingerprint and photographs of individuals arrested for crimes for the fiscal year 1993-1994.

*Sent Originals to Larry Aab  
on 6-29-93.*

**SIGNATURES REQUIRED:****ELECTED OFFICIAL:** Bob Skipper Jr.**OR****DEPARTMENT MANAGER:** \_\_\_\_\_**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800693

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-13</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>

Department Sheriff's Office Division Corrections Date June 14, 1993Contract Originator John Schweitzer Phone 248-5088 Bldg/Room 119/307Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract City of Portland will provide fingerprint and photographs of individuals arrested for crimes.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of PortlandMailing Address Lt. William BenningtonID Division, Bureau of Police1111 SW 2nd, Rm 1240, Portland, OR 97204

Phone \_\_\_\_\_

Employer ID# or SS# \_\_\_\_\_

Effective Date July 1, 1992Termination Date June 30, 1994

Original Contract Amount \$ \_\_\_\_\_

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 471,130.00

## REQUIRED SIGNATURES:

Department Manager John Schweitzer

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel Reginald WhiteCounty Chair / Sheriff Bill Higgins

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

☐ Lump Sum \$ \_\_\_\_\_ ☐ Due on receipt☐ Monthly \$ \_\_\_\_\_ ☐ Net 30☐ Other \$ \_\_\_\_\_ ☐ Other \_\_\_\_\_☐ Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

☐ Requirements Not to Exceed \$ \_\_\_\_\_Encumber: Yes ☐ No ☐

Date \_\_\_\_\_

Date \_\_\_\_\_

Date 6/17/93Date 6/24/93

Date \_\_\_\_\_

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3911			6110			(1992-93)	270,171	
02.	100	025	3961			6110			(1993-94)	200,959	
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

ORIGINAL

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
MULTNOMAH COUNTY AND CITY OF PORTLAND**

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County, and City of Portland (CITY).

1. GENERAL SCOPE

- A. The MCSO maintains within the Multnomah County Detention Center a Reception Unit which fingerprints and photographs individuals arrested and incarcerated for crimes. The City Bureau of Police (hereinafter referred to as Police) maintains an Identification Division which has expertise in fingerprinting and photographing individuals arrested for crimes.
- B. The MCSO requires adequate and proper fingerprinting and photographing of individuals processed through the Reception Unit.
- C. Therefore, the MCSO and the City agree to the following:
  - 1. The MCSO and City agree to maintain an effective identification process for the purposes of fingerprinting and photographing (imaging) arrested persons.
  - 2. The City shall assign one Identification Technician to the Reception Unit each working shift. The Identification Technician shall operate within the Reception Unit on a seven day per week, 24 hour per day basis. The MCSO shall reimburse CITY for wages and fringe

- benefits of 5.4 Identification technicians as outlined in Exhibit A..  
(The City uses a 5.4 FTE for a seven day, 24 hour per day post.)
3. The City shall bill the MCSO \$270,171 for fiscal year 1992-93; this billing shall be in two equal amounts and submitted to the MCSO by May 31, 1993, and June 15, 1993. This figure has been prorated based upon the accounting period and that the COJIN Forcefield II Imaging System has become operational by February 11, 1993. For determination of fees, a staffing figure of 3.8 will be used for 12 months following activation of COJIN. (The last quarter billing is earlier, in order to facilitate payment within the fiscal year.) The MCSO shall send payment within (30) days after receipt of each billing.
  4. The City shall bill the MCSO for \$200,959 for fiscal year 1993-94. This will be based upon the cost of salary and fringe benefits of 3.8 FTE Identification Technicians through February 10, 1994, and 2.7 FTE Identification Technicians for the remainder of the fiscal year. Billings for FY 1993-94 will be based on four equal payments submitted to the MCSO by September 30, December 31, 1993; March 31, and June 1, 1994.
  5. The City shall have administrative authority for the establishment of standards of performance of Identification Technicians, standards for the processing of photographs and fingerprints and other matters that are directly related to the technical aspect of the identification process.
  6. The MCSO shall have the administrative authority for directing the identification process (fingerprinting and photographing) of persons

brought into the Reception Unit of the Multnomah County Detention Center. The Reception Unit shall remain a function of the MCSO and the booking process is a responsibility of the Sheriff.

7. The MCSO shall provide an adequate and safe work environment for the City for the performance of the identification processing including photography (prior to COJIN System being activated as mentioned herein), fingerprint classifying, and telephonic communications.
8. The City shall provide the MCSO with 35MM identification photographs upon request.

## 2. COJIN SYSTEM

- A. When COJIN System is activated the MCSO shall provide and maintain the imaging equipment in accordance with the COJIN Agreement. The MCSO will assume the photography (imaging) responsibilities and will ensure that the photographs (images) captured are posed properly and are of the highest quality possible. The Inmate Management Cards will have all the descriptions correctly completed. All available resources such as PPDS, CPMS, CCH will be utilized to determine identity prior to the fingerprint processing by the Identification Technicians.
- B. When COJIN System is activated the City shall continue to furnish fingerprinting equipment and supplies, and handle administrative duties involving fingerprint cards.

## 3. HOLD HARMLESS

- A. To the maximum extent permitted by law, each party shall hold harmless

and indemnify the other, and the officers, agents and employees of the other, from and against any claims for injury or damage to person or property which may be caused by or arise from its own actions under this agreement.

- B. The County shall not be called upon to assume any liability for the direct payment of any salaries, wages, insurance, or other compensation or indemnity to any police employee for any injury or sickness arising out of his/her participation in this section.
- C. All City Identification personnel assigned to work in the Reception Unit shall remain employees of the Police Bureau. No police employee shall have any county pension or other status rights under the provision of County employment.

4. TERM

This agreement shall extend from July 1, 1992 through, and including, June 30, 1994, unless earlier terminated in accordance with Section 5 of this agreement.

5. TERMINATION

- A. This agreement may be terminated upon 60 days mutual written consent of the parties or upon 90 days written notice by one party.
- B. Termination under any provisions of this paragraph shall not affect any rights, obligations, or liability of the City or MCSO which accrued prior to such termination.

6. MODIFICATION

This agreement may be modified by mutual consent of the parties. Any modification to provisions of this agreement shall be reduced to writing and signed by all parties.

7. INTEGRATION

This agreement contains the entire agreement between the parties and supersedes all prior written or oral agreements.

8. NOTICES

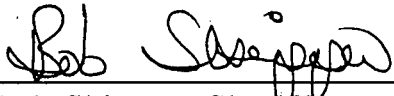
All notices pursuant to the terms of the agreement shall be addressed as follows:

Notices to the City: Tom Potter, Chief  
Bureau of Portland Police

Notices to the County: Bob Skipper, Sheriff  
Multnomah County Sheriff's Office

9. In the event of a dispute between the parties as to the extent and nature of the duties and functions of personnel assigned to the Reception Center the resolution shall be made by the Chief of Police and the Sheriff or their delegated representatives.

MULTNOMAH COUNTY



Bob Skipper, Sheriff

5-26-93

Date

CITY OF PORTLAND



Mayor Vera Katz

5/19/93

Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS

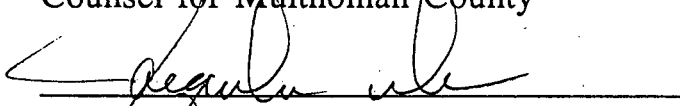
AGENDA # R-13 DATE 6-24-93



BOARD CLERK

Reviewed:

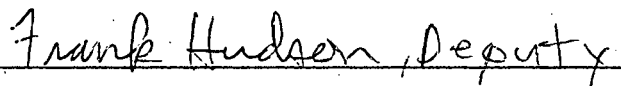
Laurence Kressel, County  
Counsel for Multnomah County


6/17/93

Date

Approved as to Form:

Jeffrey L. Rogers  
City Attorney


5-12-93

Date

## ORDINANCE No. 166534

\*Agreement in the amount of \$471,130 to provide Multnomah County with fingerprinting and photographic services for arrested persons for FY 92/93 and 93/94 (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Multnomah County Sheriff maintains within the Multnomah County Detention Center a reception unit where fingerprints and photographs are taken when arrested individuals are detained and/or booked for criminal activity.
2. The City of Portland, Bureau of Police, maintains an Identification Unit which has expertise in fingerprinting and photographing individuals.
3. The City and the County have mutually cooperated in an agreement under which City Identification Technicians provide fingerprinting and photographic services at the Detention Center reception unit.
4. The City and the County desire to continue that cooperation and to enter into an agreement for FY 92/93 and FY 93/94.

NOW THEREFORE, the Council directs:

- a. The Mayor is authorized to execute an agreement, attached as Exhibit A, with Multnomah County to provide fingerprinting and photographic services at the Multnomah County Detention Center reception unit.

Section 2. The Council declares that an emergency exists because continuity of service is essential to the successful operation of both the Multnomah County Sheriff's Office and the Portland Police Bureau; therefore, this ordinance shall be in force and effect from and after its passage by the Council.

Mayor Vera Katz **MAY 19 1993**  
Lt. William Bennington  
April 28, 1993  
Portland

Barbara Clark  
Auditor of the City of

By

  
Deputy

BUDGET MODIFICATION NO. DCC33(For Clerk's Use) Meeting Date JUN 24 1993Agenda No. R-14

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community Corrections

DIVISION \_\_\_\_\_

CONTACT Tamara HoldenTELEPHONE 248-3701

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

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

THIS BUDGET MODIFICATION REDUCES MATERIALS & SERVICES BUDGET AND INCREASES PERSONAL SERVICES BUDGET FOR THE DEPARTMENT OF COMMUNITY CORRECTIONS.

(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

SHIFTS PERSONNEL EXPENDITURES FOR ADMINISTRATOR OF PAROLE TRANSITION PROJECT (PTP) FROM ENHANCEMENT GRANT REVENUE TO PAROLE TRANSITION REVENUE BY INCREASING PERSONNEL WITH CORRESPONDING REDUCTION IN M & S IN THE PTP BUDGET. THIS WILL ALLOW FOR FULL EXPENDITURE OF 92-93 BIENNIUM STATE MONIES.

## 3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

1993 JUN 15 PM 12:17  
CLERK OF  
COUNTY COMMISSION  
MULTNOMAH COUNTY  
OREGON

## 4. CONTINGENCY STATUS

(to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Sent Original to  
Mark Murray on  
6-29-93.

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCC33

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
					0
					0
					0
0.00	TOTAL CHANGE (ANNUALIZED)	0	0	0	0

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
156-2304	PROGRAM ADMINISTRATOR	(17,332)	(4,772)	(3,014)	(25,118)
156-2340	PROGRAM ADMINISTRATOR	17,332	4,772	3,014	25,118
TOTAL CURRENT FISCAL YEAR CHANGES		0	0	0	0

BUDGET MODIFICATION NO. DCC33

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY. 92-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2340			5100	155,014	172,345	17,331		Permanent
		156	021	2340			5500	52,750	57,522	4,772		Fringe
		156	021	2340			5550	26,767	29,781	3,014		Insurance
											25,118	
		156	021	2340			6060	152,685	110,400	(42,285)		Pass through
		156	021	2340			6120	3,175	1,256	(1,919)		Printing
		156	021	2340			6230	104,530	121,697	17,167		Supplies
		156	021	2340			7100	19,380	21,299	1,919		Indirect
											(25,118)	
TOTAL EXPENDITURE CHANGE												
										0	0	

REVENUE

TRANSACTION EB GM [ ]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		

## 1. REQUEST FOR PLACEMENT ON THE AGENDA FOR \_\_\_\_\_

(Date)

DEPARTMENT Community Corrections

DIVISION \_\_\_\_\_

CONTACT Tamara HoldenTELEPHONE 248-3701

\* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD \_\_\_\_\_

## SUGGESTED

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

THIS BUDGET MODIFICATION REDUCES PERSONAL SERVICES BUDGET AND INCREASES CAPITAL BUDGET FOR THE DEPARTMENT OF COMMUNITY CORRECTIONS.

(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

SHIFTS UNOBLIGATED BALANCE FROM PERSONNEL TO CAPITAL IN DIAGNOSTIC & PROGRAM DEVELOPMENT BUDGET TO ALLOW FOR PURCHASE OF EQUIPMENT FOR DCC MIS OFFENDER TRACKING SYSTEM. THIS WILL ALLOW DCC TO FULLY EXPEND 92-93 BIENNIAL STATE MONIES.

CLERK OF  
COUNTY OF  
MULTNOMAH  
OREGON  
1993 JUN 15 PM 12:17

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

None

## 4. CONTINGENCY STATUS (to be completed by Budget &amp; Planning)

Fund Contingency before this modification (as of \_\_\_\_\_)

Date

After this modification / \$

Originated By

Dianne Smith

Date

6/14/93

Department Director

M. Tamara Holden

Date

6/14/93

Plan/Budget Analyst

Mark Murray

Date

6/14/93

Employee Services

Donald DeWinkley

Date

6/14/93

Board Approval

Cecilia A. Peterson

Date

6-24-93

Sent Original to  
Mark Murray on  
6-29-93.

**BUDGET MODIFICATION NO. DCC34**

**EXPENDITURE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 92-93

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2304			5100			(9,632)		Permanent
		156	021	2304			5500			(2,691)		Fringe
		156	021	2304			5550			(1,841)		Insurance
											(14,165)	
		156	021	2304			8400			14,165		Capital Equipment
											14,165	
<b>TOTAL EXPENDITURE CHANGE</b>										<b>0</b>	<b>0</b>	

**REVENUE**

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
<b>TOTAL REVENUE CHANGE</b>										<b>0</b>	<b>0</b>	

MEETING DATE: JUN 24 1993

AGENDA NO: R-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Sewer System Development Charges for Glendoveer Golf Course

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: June 24, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: DES

DIVISION: Parks

CONTACT: Charles Ciecko

TELEPHONE #: 248-5050

BLDG/ROOM #: Bldg. 425/Parks

PERSON(S) MAKING PRESENTATION: Charles Ciecko/Betsy Williams

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This item is an intergovernmental agreement between Multnomah County and the City of Portland to reimburse the City for sewer system development charges for the Glendoveer Golf Course. Total charges for this service are \$123,031, payable over 20 years. Charges will be paid for from proceeds from Glendoveer Golf Course, in the County's Recreation Fund. Sufficient resources are available in the Recreation Fund to cover this obligation (see attached Affidavit from Finance Division).

Sent Originals to  
Charles Ciecko on  
6-29-93.

SIGNATURES REQUIRED:

ELECTED OFFICIAL:

OR

DEPARTMENT MANAGER:

Betsy H. Williams

1993 JUN 16 PM 4:46  
CLERK OF  
COUNTY COMMISSION  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93



# **CONTRACT APPROVAL FORM** (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # \_\_\_\_\_

Amendment # \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b> AGENDA # <u>R-16</u> DATE <u>6/24/93</u> <u>Carrie A. Parkerson</u> <b>BOARD CLERK</b>

Contact Person Betsy Williams Phone x 5012 Date 6/15/93

Department DES Division Administration Bldg/Room 412/206

Description of Contract Intergovernmental Agreement with the City of Portland to reimburse the City for sewer system development charges for the Glendoveer Golf Course, payable over 20 years from the Recreation Fund.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland

Mailing Address Mid-County Sewer Project

P.O. Box 16887

Portland, OR 97216-0887

Phone \_\_\_\_\_

Employer ID # or SS # \_\_\_\_\_

Effective Date June 30, 1993

Termination Date June 30, 2013

Original Contract Amount \$ 123,031

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 123,031

## **Payment Term**

- ☐ Lump Sum \$ \_\_\_\_\_  
☐ Monthly \$ \_\_\_\_\_  
☒ Other \$ Semi-Annual Installments over 20 years  
☐ Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
☐ Requirements Not to Exceed \$ \_\_\_\_\_

## **REQUIRED SIGNATURES:**

Department Manager Betsy H. Williams

Date 6/15/93

Purchasing Director  
(Class II Contracts Only)

Date \_\_\_\_\_

County Counsel Matthew O. Ryan

Date 6/16/93

County Chair/Sheriff [Signature]

Date 6/24/93

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING    CANARY - INITIATOR    PINK - CLERK OF THE BOARD    GREEN - FINANCE

CITY OF PORTLAND LOAN CONTRACT FOR  
SEWER SYSTEM DEVELOPMENT CHARGES  
(Connection Fee)

The undersigned agree to pay in installments the assesement, plus interest set by the City Council, an amount determined by City Council to be sufficient to pay a proportionate part of the costs of administering the bond assessment program and issuing bonds, and any penalties, billing charges and rebilling charges as set forth in the Terms and Conditions of this contract. Further the undersigned understands that the amount owing shall be a lien against the benefitted property and the lien shall be recorded in the Docket of City Liens.

Prop. Addr: W/14015 NE GLISAN ST

R#: R942351380

Prop. Owner: MULTNOMAH COUNTY(LEASED  
GLISAN ST RECREATION INC

SECTION 35 1N 2E  
TL 300  
1.96 ACRES

Billing Add: 14015 NE GLISAN ST  
PORTLAND OR 972303346

Total Charges	122391.00
Down Payment	0.00
Finance Fee	640.00
* Total	123031.00

\*Stated rates in effect through JUNE 30, 1993

I elect to pay in installments based on the following payment schedule:

- \_\_\_\_\_ 1. Monthly Installments over 5 Years.
- \_\_\_\_\_ 2. Monthly Installments over 10 Years.
- \_\_\_\_\_ 3. Monthly Installments over 20 Years.
- X   4. Semi-Annual Installments over 20 Years.

This contract is submitted in accordance with provisions of ORS 223.205-295, the Charter of the City of Portland, and Chapter 17.14 of the Portland City Code. In consideration and pursuant to these legal provisions, I hereby expressly waive all irregularities and defects, jurisdictional or otherwise, in the proceedings to calculate and assess this system development charge on the property described herein. I have read and agree to abide by the provisions printed on the reverse side of this contract.

PLEASE NOTE: ALL RECORDED OWNERS MUST SIGN. IF CONTRACT PURCHASER, PLEASE ATTACH CONTRACT OF SALE.

Signed: 

Signed: \_\_\_\_\_

Date 6-24-93

Date \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Billing address: \_\_\_\_\_

AFFIDAVIT OF DAVID BOYER

STATE OF OREGON            )  
                                  ) ss.  
County of Multnomah    )

I, David Boyer, being first duly sworn, depose and say:


1. I am the Director of Multnomah County Finance Division.

2. As Finance Director, I am familiar with the status of all the County's various operating funds and accounts.


3. I have reviewed the proposed installment contract between the County and the City of Portland's Mid-County Sewer Project to cover the cost of the sewer system development charges for a portion of the County's Glendoveer Golf Course, more specifically identified as Section 35 1N 2E, Tax Lot 300.

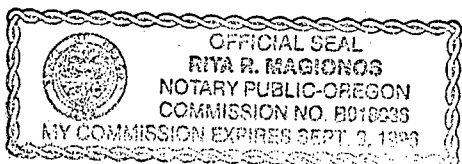
4. Multnomah County's Department of Environmental Services (DES) as of June 12, 1993, had \$687,000 in the DES Recreation Fund that was identified as unreserved and undedicated. This unencumbered money in the Recreation Fund is substantially greater than the \$122,391 obligation the County will incur for Sewer System Development Charges at Glendoveer pursuant to the proposed installment contract with the City of Portland, to which this affidavit is attached.

5. Further, I do not expect the unencumbered money in the Recreation Fund to be reduced by more than \$100,000 for any other purposes prior to the end of this fiscal year on June 30, 1993.

  
\_\_\_\_\_  
David Boyer  
Finance Director

SUBSCRIBED AND SWORN TO before me this 16<sup>th</sup> day of June, 1993.

  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission expires: Sept 3, 1996





# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY • 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: Betsy Williams, DES  
Dick Engstrom, Metro

FROM: Charles Ciecko *C*

DATE: May 20, 1993

SUBJECT: Glendoveer Sewer Assessment

Last Friday I met with Bonnie Morris, of the Mid-County Sewer Project, in order to ascertain the financial liability and timing of sewer projects associated with Glendoveer Golf Course.

As you probably know, Glendoveer consists of five (5) tax lots totalling approximately 232 acres. Since the sewer project is now being financed as a Capital Improvement Project (CIP) rather than a Local Improvement District (LID), properties which will not be serviced by the project are not assessed. In the case of Glendoveer, this means that only Tax Lot 300 (1.96 acres) will be subject to assessment because of the service which will be extended to the Ringside East Restaurant and the Pro Shop/Club House. Should service ever be desired on other tax lots, additional assessments would be made at whatever the prevailing rate is at the time.

At some point in time, service to two (2) other tax lots may be desired. Tax Lot 200 is the site of the driving range. GSR had indicated an interest in constructing a restroom and separate sewer line to this facility. However, after conversation with Joe Hickey, general manager, GSR no longer has short term interest in this option due to the rising cost of sewerage bills. Should this position change, GSR accepts full financial responsibility.

Tax Lot 100 includes the parking area for the Fitness Trail. For some years the notion of a permanent restroom in this area has been discussed. Based on the sewer assessment, monthly service charges as well as the ongoing maintenance and capital development costs, I recommend that we stick with the portable restrooms which have been utilized for the past several years without serious problem.

May 20, 1993  
Page Two

Assuming you concur, our immediate liability, then, is restricted to Tax Lot 300. Based on 1992 water bills and the seating capacity of the restaurant, I have been quoted \$122,391. This figure will be good through June 30, 1993, at which time the cost will increase approximately \$9,000.

We are able to finance over a period of 5, 10 or 20 years at a rate of approximately 7.8%. Final rate will be determined once bonds are sold and should not vary by more than a couple of tenths in either direction. In order to lock into this arrangement, we need to execute the attached loan contract by June 30, 1993.

As far as timing goes, the Burnside Central Project will bring service closest to our existing cesspool. This project is scheduled to begin sometime after January 1, 1994. Once the project is fully completed, we have one (1) year to hook-up. Hook-up will require the construction of a line from the edge of the property to the cesspool and associated plumbing. The costs associated with this aspect are the responsibility of GSR as will be the monthly sewer bills thereafter. Regarding the latter, the minimum estimate is \$1,400/month. Consequently, it is recommended that actual hook-up not occur until the twelfth month.

I hope you find this to be good news. Please let me know what you think about financing. Thanks.

CCRJ0483.MEM

JUN 24 1993

R-17

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 17 1993  
Agenda No. R-18

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [X] POLICY DIRECTION [ ] APPROVAL

Attached is a request for hearing from the Albina Ministerial Alliance following denial of a request to repurchase on contract terms.

*Sent Originals to  
Larry Baxter on  
6-29-93.*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
1993 JUN 11 AM 10:01

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

[X] Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Christy BH Waller

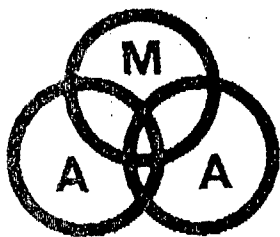
COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

## STAFF REPORT

The attached letter from The Albina Ministerial Alliance to repurchase property at 73 NE Stanton Street, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

It appears that The Albina Ministerial Alliance has the ability to meet minimum requirements of a contract authorized by ORS 275.190, but they do not meet the standards of Multnomah County Ordinance 560, Section 2, A. 1 & 2, because the property is not the primary location of their business and because real property located at 424 NE Wygant, 4794 NE Martin Luther King and 4622 NE Martin Luther King were foreclosed in 1988 for nonpayment of taxes; therefore the request to repurchase on contract was denied.

FEB 01 18:33



## ALBINA MINISTERIAL ALLIANCE

P.O. Box 11243, Portland, Oregon 97211

(503) 285-0493

EXECUTIVE DIRECTOR  
Mrs. Cornetta J. Smith

PRESIDENT  
Bishop A. A. Wells  
Emmanuel Temple FGP  
Portland, Oregon

PRESIDENT EMERITUS  
Rev. John H. Jackson  
Portland, Oregon

1ST VICE PRESIDENT  
Bishop Grace C. Osborne  
Faith Tabernacle Church  
Portland, Oregon

2ND VICE PRESIDENT  
Rev. Terry Allen Moe  
Redeemer Lutheran Church  
Portland, Oregon

FINANCE COMMITTEE CHAIRMAN  
Rev. William F. Adix  
Emmanuel Hospital Medical Center  
Portland, Oregon

TREASURER  
Rev. Paul Spurlock  
Ainsworth United Church of Christ  
Portland, Oregon

MEMBER AT LARGE  
Rev. James Martin  
Mt. Olivet Baptist Church  
Portland, Oregon

SECRETARY  
Fr. Joseph Heuberg  
Immaculate Heart Catholic  
Portland, Oregon

PARLIAMENTARIAN  
Rev. Donald Frazier  
Mt. Sinai Baptist Church  
Portland, Oregon

PRAYER CHAIRMAN  
Rev. Ralph Greenidge  
Maranatha Church  
Portland, Oregon

RELIGIOUS COORDINATOR  
Rev. Denise Ball  
Mallory Avenue Christian Church  
Portland, Oregon

PROGRAM COMMITTEE CHAIRMAN  
Rev. Victor Brown  
Community Church of God  
Portland, Oregon

MEMBERSHIP CHAIRMAN  
Rev. Aaron Hamlin  
Piedmont Friends Church  
Portland, Oregon

Laurence C. Baxter  
Multnomah County Tax Title  
2505 SE 11th Ave.  
Portland, Oregon 97202

RE: Request to purchase Tax Foreclosure Property 73 NE Stanton St. has been denied.

This denial was based on failure to comply with Requirement No.1 and 2.

1. The property must be the primary residence of the owner.
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes.

We are appealing this denial based on the following information.

1. In relation to the property needing to be the primary location of the owners business; AMA plans to provide transitional housing services at this location. (see 501-3 letter and Mult Co. contract) Please note that this property would be our largest facility for housing homeless families.

2. The potential income on this property through our contract with Mult. Co. will insure that these taxes can be paid. This contract has been increased since AMA was previously unable to pay taxes.

If More information is needed please feel free to contact me.

Thank you for your consideration of this request.

Sincerely

Cornetta J. Smith  
Exec. Dir.

Albina Ministerial Alliance

2-1-93

January 22, 1993

Albina Ministerial Alliance  
P.O. Box 11243  
Portland, Or 97211

RE: Request to purchase Tax Foreclosed Property 73 NE Stanton St. (00961-1210)

Your request to repurchase Albina Lot 20, Block 29 commonly known as 73 NE Stanton St has been denied.

Multnomah County Ordinance 560 provides the following:

1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten(10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety(90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 1 and 2 above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This appeal must be sent by February 1, 1993 to:

Laurence C. Baxter  
Multnomah County Tax Title  
2505 SE 11th Ave.  
Portland, Oregon 97202

Sincerely,

Laurence C. Baxter  
Manager, Tax Title Unit

CERTIFIED P 905 209 297

cc: Albina Ministerial Alliance 1425 NE Dekum St Portland, Or 97211-4121

P 905 209 297  
 **Certified Mail Receipt**  
No Insurance Coverage Provided  
Do not use for International Mail  
(See Reverse)

Sent to <i>Alfred Munsterwald</i> <i>alliance</i>	
Street & No. <i>P.O. 11243</i>	
P.O., State & ZIP Code <i>Portland OR 97211</i>	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1990

Pay if requested

Receipt for

handise

ed

97

for fee.

Delivery

e's Address

receive the  
for an extra

RECEIVED

00961-1210

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by 1-21-93

Albina Ministerial Alliance

Name(s)

73 NE Stanton St

Address of Property you wish to repurchase

Albina Lot 20, Block 29

Legal description

00961-1210

Tax Account Number

Address of primary residence

Home Telephone Number

Primary business address

P O BOX 11243 PORT OR 97211

Business telephone number

285-0493

Oregon Driver License Number

If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

901-911 NE ROSELAWN

1334 NE SARATOGA

R-17310-4740

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

                      
YES

  X    
NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

                      
YES

  X    
NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ \_\_\_\_\_ which is ten percent(10%) of the purchase price of \$ 11,431.01 and monthly payments of \$ \_\_\_\_\_ for a period of \_\_\_\_\_ months.

Circle Yes or No to the following and attach copies: N.A. see attachments

Yes\No 1991 income tax return,	Yes\No Current pay check stubs,	Yes\No SSA1099R Pension income,
Yes\No W2G Form,	Yes\No Disability Income,	Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation,	Yes\No Unemployment,	Yes\No Dividends, Interest income,
Yes\No Other income,		

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills. pdc has utility bills

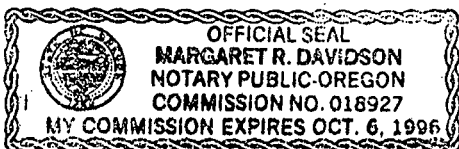
"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Cornetta J. Smith  
Your Signature  
1-19-93  
Date

STATE OF OREGON )  
COUNTY OF MULTNOMAH )

On this 19<sup>th</sup> day of Jan 3 1997, before me, a Notary Public in  
and for said county and state personally appeared the above named \_\_\_\_\_  
Cornetta J. Smith  
who acknowledged the foregoing application to be her voluntary act and deed.

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



Margaret R. Davidson  
Notary Public for Oregon  
My commission expires 10-6-96

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES  
HOUSING AND COMMUNITY SERVICES DIVISION

TERM OF CONTRACT:	From July 1, 1992	To: June 30, 1993
CONTRACTOR NAME:	Albina Ministerial Alliance	TELEPHONE: 285-0493
ADDRESS:	P.O. Box 11243, 1425 NE Dekum Portland, Oregon 97211	IRS NUMBER: 93-0594425

This contract is between Department of Social Services, Housing and Community Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Albina Ministerial Alliance, hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below. For fee-for-service programs, COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below. For cost reimbursement programs, COUNTY agrees to reimburse CONTRACTOR for expenditures made in providing those services up to the amounts specified below and as approved in a line item budget.

Service	Units	Rate	Maximum County Funds
Community Service Center	9 projects	\$4,211.33	\$37,902
Transitional Housing	120 unit months	355.00	42,600
Case Mgmt	3,120 hours	27.78	86,675
STI	3,120 hours	11.83	36,917
Energy Case Mgmt	697 hours	17.54	12,222
LIEAP Intakes	2,356 intakes	18.24	42,982
EHA Trans. Housing	60 unit months	428.00	25,680
EHA Child Care	4,164 hours	1.50	6,246
Rent Assistance (LIHRA)	Requirements	N/A	Rqm'ts
Long Term Case Mgmt	6,240 hours	24.12	150,509
Relocation Assistance	Requirements	30.56*	Rqm'ts
			<u>\$441,733</u>

\*Relocation Assistance includes case management/short term intervention at the \$30.56 rate plus allowances per household for client moving costs.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period. For cost reimbursement programs, all project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

d. CONTRACTOR shall ensure that low income persons (with incomes less than 125% of poverty) or others on their behalf have a right to request information and service.



District Director

Internal Revenue Service

Date:

In reply refer to:

October 5, 1973

FL-1330, Code 428:GWH

FT ID# 93-0594-425

Albina Ministerial Alliance  
4932 N.E. Union  
Portland, Oregon 97211

Our Letter Dated: February 17, 1972

Gentlemen:

In the letter identified above, you were recognized as exempt from Federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code. However, no determination was made regarding private foundation status.

Based on the information you recently submitted, we have classified your organization as one that is not a private foundation as defined in Section 509(a) of the Internal Revenue Code because you are an organization described in Section 170(b)(1)(A)(vi)

This classification is based on the assumption that your operations will continue as stated in your notification. All changes in your purposes, character, or method of operation must be reported to your District Director for consideration of their effect on your status.

Sincerely yours,

Michael Sassi  
District Director



District Director  
Internal Revenue Service

Date: FEB 17 1972  
FL-1155, Code 424 425:MJS  
SEALED 1-14-1970

Albina Ministerial Alliance  
4635 N. E. 9th  
Portland, Oregon 97211

Purpose: Charitable  
File Returns with Internal Revenue Service Center: Philadelphia, Pennsylvania  
Accounting Period Ending: December 31  
Address Inquiries to District Director of Internal Revenue: Seattle, Washington

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Pending issuance of regulations under section 509 of the Code, we are unable to make a determination as to whether you are a private foundation as defined in that section. Upon issuance of the regulations we will evaluate your application and make a determination as to whether you are a private foundation.

If we determine upon issuance of the regulations that you are a private foundation, you will be required to comply with the provisions of section 508(e), which specifies that a private foundation is not exempt unless its governing instrument includes certain provisions set forth in that section and the regulations thereunder. Failure to comply with the requirements of section 508(e) will result in retroactive revocation of this determination.

You are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file a return on time.

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible under sections 2055, 2106, and 2522 of the Code.

If your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your exempt status. Also, you must inform us of all changes in your name or address.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,



District Director

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## MEMORANDUM

**TO:** Hank Miggins, Acting Chair  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

**FROM:** Commissioner Tanya Collier

**DATE:** June 14, 1993

**SUBJECT:** Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams  
Gary Blackmer  
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

## SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
  2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
  3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
  4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
  5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

### SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
  - 1. Within ninety (90) days from date of the notice, the recipient may
    - a. Pay the repurchase price in cash to the County, or
    - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
  - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

BY

Gladys McCoy  
Gladys McCoy, Chair

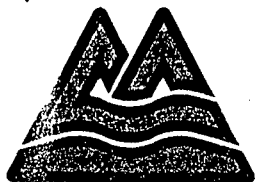
APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

BY

Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

7041/mfw  
081987:2



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

## MEMORANDUM

TO: Carol Kelsey (106/1500)  
Commissioner Collier's Staff

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

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

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

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
  - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
  - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
  - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).
3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey  
June 17, 1993  
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

JUN 24 1993

R-18

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 17 1993  
Agenda No. 229

REQUEST FOR HEARING

SUBJECT: REPORT OF EXCEPTIONAL CASE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached are an appeal letter from Richard A. Hopman, acting in behalf of Melvin Cary, former owner of 2031 NE 59th Avenue, Portland, supporting documents and staff report.

*Sent Originals to  
Larry Baxter on  
6-29-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 11 AM 10:01  
MULTNOMAH COUNTY  
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Christensen BH Wheelia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

## REPORT OF EXCEPTIONAL CASE

The attached letter from Richard A. Hopman to repurchase property at 2031 NE 59th Ave is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 4.

Mr. Hopman lives with Melvin L. Cary, former owner of the property. Supporting documents indicate that Mr. Cary is unable to manage his own affairs. Mr. Hopman has requested that he be allowed to repurchase the property on contract terms in Mr. Cary's place.

Although it appears that Mr. Hopman has the ability to meet the minimum requirements of a contract authorized by ORS 275.190, he is not the former record owner of the property, and therefore cannot buy it under the provisions of ORS 275.180. He would only be eligible to purchase at a public sale. Before the property could be offered at a public sale both Mr. Hopman and Mr. Cary would have to move.

As provided under Ordinance 577, the Department of Environmental Services is suspending efforts to sell the property pending a decision by the Board of County Commissioners.

Richard A. Hopman  
2031 N.E. 59th  
Portland, Oregon  
97213

Laurence C. Baxter  
Manager, Tax Title  
Tax Title Unit  
2505 S.E. 11th. Avenue  
Portland, Oregon 97202

Dear Mr. Baxter;

In response to our recent phone conversations, I've received the property repurchase application and am returning it with the data required plus the additional information concerning Mr. Cary.

I'd like to say again Mr. Baxter, that had I known of the situation concerning the taxes on this residence, I would have taken care of it immediately.

At this point I'd like to add a few comments and a brief background. Mr. Cary has lived here for about forty years and helped his mother purchase the house with his newspaper route money as a boy. After his mother died the stress he suffered put him in Dammasch. Shortly after that episode, in conjunction with the State, it was agreed that he could live at home if I shared his household and assumed responsibility for making sure that things went smoothly. This has worked out well for quite a number of years.

However, one of the manifestations of his illness is that to avoid acute anxiety attacks, which cause him to hear voices, that he doesn't always tell anyone if there is a serious problem. This is a case where that probably happened. Neither his doctor, therapist, nor I had any idea what was going on with him but he was very unstable for the last year or so and has had to be hospitalized.

Now that the problem is understood and being dealt with Melvin is stabilizing and things are getting back to normal.

I've known Melvin for a long time and have lived here with him for the last six years. He's quite a nice fellow with a Masters degree in history and was trained as a navigator in the Air Force. I've also been in the service, have some college background, we're well-read and get along nicely.

The household as it's developed is a viable one. The bills are paid on time, the yard work is kept up and we get along fine with the neighbors.

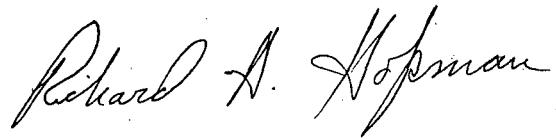
I've always worked hard and am currently employed at Pacific/Hoe as a production machinists while going to school in the evening to bring my machinist skills into the computer age.

I've never filed for bankruptcy, had anything repossessed, and my credit is good.

I'm sorry that this thing got out of control and feel that we can reach an accord that will be satisfactory to the county as well as to all concerned. And it would never happen again.

I appreciate your patience and understanding in this matter and would be willing to meet personally and go into greater detail if necessary, also there is much more information available on Mr. Cary if that is required. Thank-you once again.

Sincerely, Richard A. Hopman

A handwritten signature in cursive script that reads "Richard A. Hopman". The signature is written in dark ink and is positioned to the right of the typed name.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by Nov 17, 1992

Richard A. Hopman  
Name(s)

2031 NE 59TH AVE  
Address of Property you wish to repurchase

Syndicate Add Lot 142 Block 7 (81760-0980)  
Legal description Tax Account Number

2031 N.E. 59TH ave  
Address of primary residence

284-3925  
Home Telephone Number

Pacific / Hoe Saw & Knife Co. 845 NE Col Blvd  
Primary business address

285-7533  
Business telephone number

119145  
Oregon Driver License Number

*mono Beecher for employed  
can only verify  
information  
11/18/92  
[Signature]*

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

                      
YES

                    X                      
NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

                      
YES

                    X                      
NO

If so, provide details on a separate page.

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return by Nov 17, 1992

Attach to this application all documents which you believe prove your present ability to pay ten percent (10%) of the purchase price and monthly payments of 161.24 for a period of 180 months.

Also attach copies of your current water and utility bills.

"I declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

Richard A. Hopman  
Your Signature  
11/14/92  
Date

STATE OF OREGON                   )  
  )  
COUNTY OF MULTNOMAH        )

On this 14 day of November 1992, before me, a Notary Public in  
and for said county and state personally appeared the above named Richard A. Hopman

who acknowledged the foregoing application to be his voluntary act and deed.

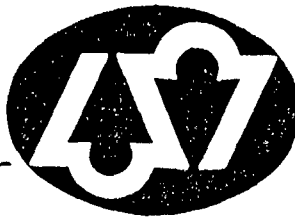
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.

Mary L. Sheaffer  
Notary Public for Oregon

My commission expires 07-24-93

Return completed application to Multnomah County Tax Title, 2505 SE 11th Ave. Portland, Or 97202  
If you have any questions, please call Beverly or Gwen at 248-3590.

**CENTER FOR  
COMMUNITY MENTAL HEALTH**



CONQUEST CENTER  
5305 N.E. Martin L. King Jr. Blvd.  
Portland, Oregon 97211  
(503) 288-8066

**MENTAL HEALTH ASSESSMENT UPDATE**

Date: December 26, 1991

**IDENTIFICATION INFORMATION:**

Name: Melvin Cary	Date of Birth: 6-14-38
Address: 2031 NE 59th/97213	Birthplace:
Telephone: 284-3925	Ethnic Origin: White
Gender: Male	Case #: 000640
Marital Status: Single	Income: Welfare
SSN: 544-38-6369	Payee: Self
Housing: Independent	Insurance: Medicaid SZM8032A
Emergency Contact: Louise Novitsky	EC Phone: 287-4981

**NOTE:** The following information is an update only on previous updates and original assessment. Please read preceding documents for needed information not subject to change within this reporting period.

**CURRENT ISSUES:**

Mel's source of income is in question. Social Security denied him because they claimed Veteran's Affairs should pay him. Recently, Mel has opened a claim for disability income. This is projected to be resolved within 6-8 months.

**MENTAL HEALTH HX:**

Records indicate hospitalizations at OHSU, Holladay Park, Dammasch State Hospital. Recent consecutive hospitalizations include Holladay Park, Providence and Ryles Center. These inpatient interventions were in response to Mel's dramatic decompensation due to severe anxiety, depression, and alcohol use.

**HEALTH HX:**

No significant changes in physical health. Mel continues to monitor his diabetes by diet.

**SUBSTANCE ABUSE/USE:**

Mel's sporadic alcohol use interferes with medication therapy, resulting in decompensation. He currently attends PCR for management of these issues.

**DEVELOPMENTAL:**

Records indicate no developmental issues.

**SOCIAL:**

Mel continues to remain isolative, limiting his social contact to his neighbors and housemate, Dick. He enjoys discussions, world history, and world politics.

MELVIN CARY  
PAGE 2

EDUCATIONAL:

Mr. Cary earned a Master of Arts in history at University of Portland.

VOCATIONAL AND EMPLOYMENT:

Mr. Cary was employed as a Security Guard at University of Portland in 1977.

LEGAL:

Mel has no present involvement with the judicial system.

MENTAL STATUS EXAM:

Except for his recent bout with decompensation and 3 consecutive hospitalizations, Mel's mental status continues to remain stable. He denies current depression or psychotic symptoms. However, he does appear more anxious and preoccupied about his financial situation; given the circumstances, this is normal.

FUNCTIONAL ASSESSMENT:

He will be monitored to prevent decompensation. Mel continues to live independently and is highly functional when he stays on his medication and abstains from alcohol. His areas of weaknesses are housekeeping and loneliness. His housemate Dick provides good company and emotional support for Mel.

SUMMARY/CLINICAL IMPRESSIONS:

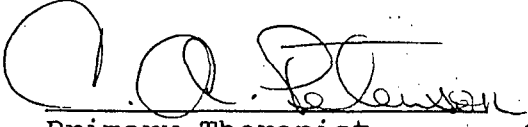
In spite of his financial situation, Mel is stable, does well, and remains highly functional. Once his source of income is no longer an issue, life will be relatively stress free for him.

DSM III-R DIAGNOSIS:

Axis I: Major depression, recurrent with psychotic features  
Axis II: Deferred  
Axis III: Diabetes  
Axis IV: 3-Moderate, financial problems  
Axis V: Current GAF: 68  
Highest GAF in past year: 72

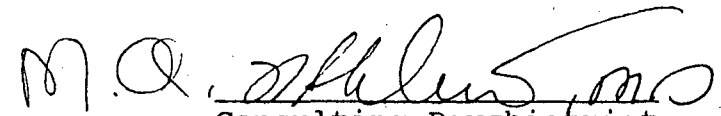
TREATMENT RECOMMENDATIONS & DISPOSITION:

Melvin should continue treatment at Conquest Center.

  
Primary Therapist

Date:

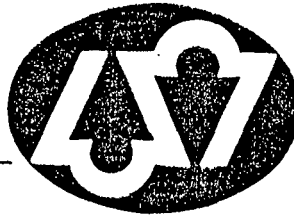
1/1/92

  
Consulting Psychiatrist

Date:

1/1/92

**CENTER FOR  
COMMUNITY MENTAL HEALTH**



**CONQUEST CENTER**  
7036 N.E. Union Avenue  
Portland, Oregon 97211  
(503) 283-4616

July 23, 1987

MELVIN CARY

INTAKE INFORMATION

DIAGNOSIS: Major depression, recurrent w/psychotic features

MEDICATIONS: Navane, Desipramine

Melvin was in the USAF and was trained as a navigator, but never flew commercial flights. He has held jobs, the last being in 1976 as a security guard.

He was born in Wisconsin and graduated from the U of P with a Masters degree in 1977. Both parents are deceased.

Melvin did very well on the testing, was somewhat anxious but cooperative. He was pleasant with no abnormal motor movements observed. He displayed slight tremors and denied drug or alcohol abuse. He is slightly obese, casually dressed and unshaven. He admits to auditory hallucinations and denies current suicidal/homocidal ideation.

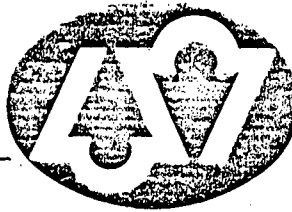
Melvin wants more structure in his life, including socialization and medication management. He is appropriate and was accepted.

Melvin is a 49 year old single white male who lives with a friend. He has been hospitalized numerous times in the past at DSH, Woodland Park and OSH. He recalled one suicide attempt in 1980, by throwing himself into the Columbia River.

(Receives funds from GA.)

CLAIRE CAVANAUGH, RN

**CENTER FOR  
COMMUNITY MENTAL HEALTH**



CONQUEST CENTER  
7036 N.E. Union Avenue  
Portland, Oregon 97211  
(503) 283-4616

October 19, 1987

ASSESSMENT

MELVIN CARY

Identifying Information:

Name: Melvin L. Cary  
DOB: 6-14-38  
Sex: Male  
Race: White  
Marital Status: Single  
Referral: Mt.Hood Mental Health Center

Presenting Problem:

Mr. Cary has been diagnosed as having a major depression, which he has been hospitalized for. His last hospitalization ended in January, 1987. The reason for admission was stated as, "subject was found lying on the sidewalk in front of his house, he was shaking and unresponsive, he could not give me the time of day and thought the month was July. He smelled foul, and when his home was checked, it was found dirty and magazines stacked all around, dirty clothes, the kitchen was filthy with burned food all around the stove. Subject stated that he had not eaten, and slept poorly. He then became totally uncommunicative".

Current Functioning:

Mr. Cary currently can use the bus system and schedule to travel around the City. He is currently responsive and cooperative. He attends Conquest Center one/two times per week.

Mr. Cary has a sister who lives in Hawaii, and a nephew who lives in the state, and is concerned about him. Mr. Cary's mother is deceased and he currently lives with a housemate.

Mr. Cary's occupational status is unemployed. Mr. Cary expects to become qualified with SSD now that he has moved back into his own home. The record shows that Mr. Cary was denied his SSD because it was not expected that his mental condition would remain severe enough for 12 months in a row to keep him from working.

Mr. Cary has interests in history and received academic credentials in that area. His sleeping and eating habits, at the present time, are much improved relative to the time when he was hospitalized in January.

Mr. Cary is attempting to reapply for SSD benefits.

Psychosocial History:

There is limited information regarding the family of origin. As previously stated, there is a sister living in Hawaii and a concerned nephew living in the states. Mr. Cary's mother died several years ago and he currently lives alone. There is very little early life experience and history regarding this 49 year old man.

This client has not been employed for a long time. He has applied for SSD benefits, but has been denied. The reason for denial is conflicting between the client and the SSA. Social Security Administration reports that he was denied because they feel he could work within the next 12 months. The client feels he was denied because he was not living in his own home, and presently is in Adult Foster Care, thereby having too many assets, because he did own a home. This client has a master's level degree in History, there are no current legal involvements regarding this client at this time.

Psychiatric History:

Numerous admissions to hospitals. Mr. Cary was hospitalized at Dammasch State Hospital between the dates of 10/10/86-1/5/87. He was in Oregon State Hospital between 7/11/75-1/23/76. Mr. Cary was at the Oregon Training Center and received treatment on 12/18/86. Mr. Cary was a client of N/NE Community Mental Health Center between 1980 and 1986. Please refer to the documentation from Dammasch State Hospital, which is located in the Psychosocial section of the case record. In the Mental Health Status Exam, conducted by Claire Cavanaugh, R.N., listed that Mr. Cary had been in Dammasch State Hospital on two admissions since 1980, and Woodland Park Hospital 10 years ago. and at Oregon State Hospital. Please refer to the Mental Health Status Exam in the Assessment Section of the case record.

Mental Status:

Please refer to the Mental Status Examination completed by Claire Cavanaugh, R.N. in the Assessment Section of the case record.

Medical History:

It was reported in the case history that Mr. Cary has an adult onset of Diabetes. This is being treated by Dr. Bolger.

Diagnostic Impressions:

It is my impression that this client will a) respond to medication, b) is cooperation and c) wants to improve the situation. The client's weaknesses are a) does not participate readily, and b) does not have clear goals.

Based upon the case history I would conclude that this client has a poor prognosis for employment. He has had numerous hospitalizations over the last ten years, which tend to indicate a stable level of poor functioning.

Mr. Cary is cooperative and does wish to improve his situation.

Provisional DSM III-R Diagnosis:

Axis I	Major Depression, recurrent w/psychotic features
Axis II	Deferred
Axis III	Diabetes, moderate
Axis IV	Moderate
Axis V	Grossly impaired

Treatment Plan:

Please see the Treatment Plan in the Progress Note section of the case record.

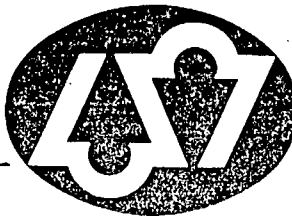


JERRY SAYERS, RCSW  
PRIMARY THERAPIST



NEMECIA S. DARIO, MD.  
CONSULTING PSYCHIATRIST

**CENTER FOR  
COMMUNITY MENTAL HEALTH**



**CONQUEST CENTER**  
5305 N. E. Martin L. King Jr. Blvd.  
Portland, Oregon 97211  
(503) 288-8066 FAX (503) 288-8168

11/13/92

Mr. Baxter,

These records are accurate  
of detail - at least in part -  
Mr. Lang's mental illness, history,  
& pattern. Further records  
available upon request.

C. A. Peterson, M.A.

**CENTER FOR  
COMMUNITY MENTAL HEALTH**

**CHERIE A. PETERSON, M.A.**  
Therapist/Case Manager

**CONQUEST CENTER**

5305 N.E. Martin L. King Jr. Blvd.  
Portland, Oregon 97211

TELEPHONE  
(503) 288-8066

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## MEMORANDUM

TO: Hank Miggins, Acting Chair  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases.

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams  
Gary Blackmer  
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

## SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
  2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
  3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
  4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
  5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

### SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
  - 1. Within ninety (90) days from date of the notice, the recipient may
    - a. Pay the repurchase price in cash to the County, or
    - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
  - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy  
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

7041/mfw  
081987:2



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

## M E M O R A N D U M

TO: Carol Kelsey (106/1500)  
Commissioner Collier's Staff

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

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

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

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
  - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
  - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
  - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).
3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds, in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey  
June 17, 1993  
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

JUN 24 1993

R-19

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 17 1993  
Agenda No. R-10

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached is a request for hearing from Teen Challenge of Oregon following denial of request to repurchase on contract terms.

*Sent Originals to  
Larry Baxter on  
6-29-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 11 AM 10:02  
MULTNOMAH COUNTY  
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Robert Chenail BH Willia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

#### STAFF REPORT

The attached letter from Teen Challenge of Oregon to repurchase property at 125 SE 11th Avenue, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

Teen Challenge purchased the property from a bankruptcy estate during the redemption period. The property was abandoned at the time and but for the bankruptcy would have been subject to early forfeiture. Largely through volunteer efforts the house has been restored.

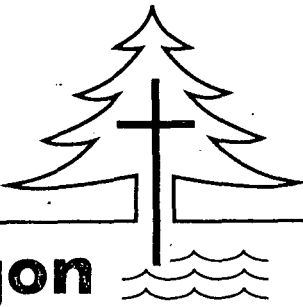
It appears that Teen Challenge of Oregon has the ability to meet minimum requirements of a contract authorized by ORS 275.190, but because there is an adjacent building which is their primary place of business, they do not meet the standards of Multnomah County Ordinance 560, 2. A. and the request to repurchase on contract was denied.

BOARD OF  
COUNTY COMMISSIONERS

1993 JAN 19 PM 4:29

Offering hope and healing to those with life-controlling problems

MULTNOMAH COUNTY  
OREGON



# Teen Challenge of Oregon

*Serving Oregon, Washington, and Northern Idaho*

January 18, 1993

Clerk of the Board  
Multnomah County Commissioners  
1120 SW fifth Avenue, Suite 1510  
Portland, OR 97204

re: tax acct. no. 22651-4580 Exc Pt in St, S 1/2 of Lot 6, Block 225

Dear Commissioners,

I am writing to place a formal appeal to address the denial of our application to repurchase the property through county contract as per the letter we received on 1-9-93.

May I first say that the Teen Challenge program offers residential space and training without charge to those who want to recover from life controlling problems and become productive citizens building for their future. To date we've had nearly 150 men enter our program from the Portland area, Oregon and the Pacific Northwest.

The former drug house in question was next door to our first building with adjoining properties and a real mess when we were able to purchase it for \$5,000.00 in the early part of 1991. We were informed of the back taxes and had agreed to take care of them, understanding that we had some time. As a non profit 501 (c) 3 organization we then set about to raise the support to meet the purchase price and then handle the multitude of repairs and renovation. This was above and beyond maintaining the daily support to keep the doors open and operate. We also were able to remove this property from the tax rolls and have since filed an appeal with the Dept. of Revenue to reconsider the overvalue of taxes based on the depressed condition of the property. (The sale price testifies to that.) All of this took a lot of cooperation and effort from our staff, students and the many volunteers representing several churches and business across the community who worked hard to complete it and it looks great. Teen Challenge uses the additional space for program staff residence, shop space, laundry space and equipment/food storage as the kitchen is being finished for use for meals and meetings.

Executive Director  
Rev. Mike Hodges

State Administration  
Office and Public  
Relations  
75 W. Morton St.  
P.O. Box 609  
Lebanon, OR 97355  
Ph. (503) 259-3401  
FAX: (503)  
451-3606

Men's "Christian  
Growth Program"  
75 W. Morton St.  
P.O. Box 609  
Lebanon, OR 97355  
Ph. (503) 259-3401

Women's "Christian  
Growth Program"  
P.O. Box 582  
Klamath Falls, OR  
97601  
Ph. (503) 882-5775

Portland Metro  
Center  
123 S.E. 11th Ave.  
P.O. Box 14886  
Portland, OR 97214  
Ph. (503) 230-1910

Thrift Store -  
Lebanon  
846 Main St.  
Lebanon, OR 97355  
Ph. (503) 258-2584

Thrift Store -  
Klamath Falls  
601 E. Main  
Klamath Falls, OR  
97601  
Ph. (503) 884-5180

Thrift Store -  
Portland  
123 S.E. 11th  
Portland, OR 97214  
Ph. (503) 230-1910

Thrift Store -  
Portland  
8001 N.E. Glisan  
Portland, OR 97213  
Ph. (503) 253-5004

Thrift Store - Salem  
3046 Portland Rd. N.E.  
Salem, OR 97303  
Ph. (503) 585-2226

*"He is like a tree planted by streams of water" Psalms 1:3*

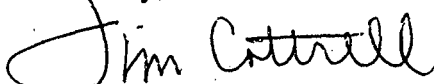
When we received a visit from a political figure, he said that he would look into the potential of clearing up the back taxes, so we made the erroneous assumption that something was being done to help us in this matter. *I would like to underscore the thought that the assumption was our mistake and we should have not relied on such an assumption.* Through 1992 we never heard anything that I can remember, even over the final months before the foreclosure was finalized, so you can imagine our surprise to get the notice letter of foreclosure.

I placed a request to repurchase the property through a loan from the county and received the denial. In the letter it was indicated that the denial was based on the fact that the property must be the primary residence of the owner or the primary location of the owner's business. *Teen Challenge is the owner of the property. The staff, interns and students are the program.*

This is where the appeal has basis in that the program interns and staff personnel have their personal living space at 125 SE 11th and these two properties, adjoining together, are heavily used by both staff and students alike. I don't see any way that this program could meet it's objectives and goals with the loss of the building and the primary use shared by both buildings. (These two buildings are only four feet apart!) These properties adjoin and make up the full lot originally laid out. I do feel that such a loan will greatly help us to continue to go forward in helping the many members of the community who come to us for help without any cost to them or to the county taxpayers. This effort has support across the city and we could handle the payments recommended easily until such a time as we sell, pay off the remaining balance of the loan and relocate to a larger facility. This is our project plans for the immediate future as we look into 1993.

I want to thank you for reconsideration of this issue and appeal and I do hope you can help us reach a beneficial conclusion while we work to help others who are casualties in the war on drugs.

Sincerely,



Jim Cottrell

Program Director/Portland Metro Center  
Teen Challenge of Oregon  
230-1910

# Teen Challenge workers renovate house

Christian group refurbishes den of drugs, prostitution to become rehabilitation site

By LINDA CARGILL

Correspondent, The Oregonian

Workers at Teen Challenge, an in-patient drug and alcohol rehabilitation program, watched the comings and goings of the small, ramshackle house next to their larger house on 123 S.E. 11th Avenue for more than a year.

They knew it was the scene of prostitution and drugs, that its rickety structure was decaying fast. After a fire almost destroyed it last November, the Christian-based crisis center bought it in February and has been fixing it up ever since.

"The house was used extensively as a squat, it was abandoned and the prostitute who was living here had no water or electricity," said the Rev. Jim Cottrell, director of the non-profit free crisis center that houses five male alcoholics and addicts at a time. "We began praying that the Lord would open the door for that building. The guy living with her got mad and torched the building. We almost lost everything."

Cottrell, a former street minister who started the center because he was "unaware of any Christ-centered residential options in Portland," said the fire department saved his building, although the smaller house next door suffered heavy damage. In February, Teen Challenge bought the house through a sheriff's sale for \$5,000 and still owes \$4,000 in back taxes.

"If the city would waive those back taxes it could be a great help to us," said Cottrell, who lives with his wife and four children on Southeast 16th Avenue off Division Street.

Working with students from their own center, as well as volunteers from churches in the area, Cottrell and his five-member staff started refurbishing the house and hope to finish it by the end of May. Then they'll double the bed space of the center by adding five more beds.

The staff, students and volunteers worked a week-and-a-half cleaning up the garbage and burn damage.

"It was unbelievable," Cottrell said. "Clothes are all over, 45 hypodermic needles, blood was all over and filth. We took 2 tons of garbage out the main floor and 2½ tons out of the basement."

Miller Paint donated paint for the old building and plans to donate materials for the new. Various churches sent volunteers to paint different rooms — four rooms, a bath and the basement.

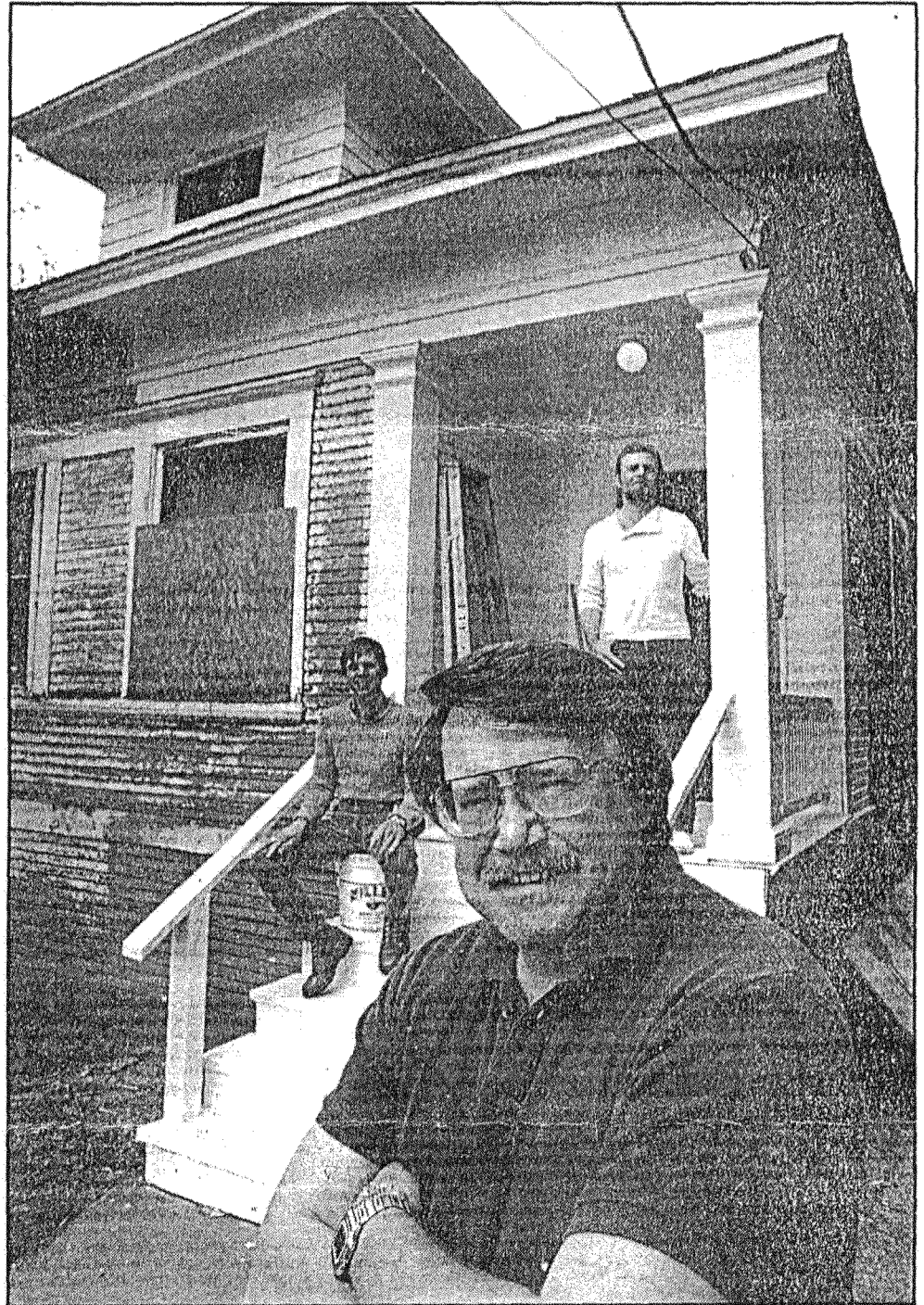
"A rural church helped lay the sheet rock," Cottrell said, pointing to the white slabs donated by Georgia Pacific that covered the interior walls. "The building is structurally sound. It mostly needs plaster and paint. If we can tackle it in a few odd work parties, it will be complete."

His group needs donations of appliances and bins for the new kitchen. They also need replacement window frames and glass.

"That's going to cost us \$1,500," he said of the windows. "We're appealing to the community to help us."

Cottrell, who recovered from drugs himself through a Christian-based program, spends about 70 hours a week working with the men in the center and restoring the house.

Cottrell said about a third of the funding for the center comes from the thrift store attached to the front of the large house, a third from local churches and a third from individuals. "We're able to operate on about \$6,500 a month," he said.



HILLARY SLOSS

The Rev. Jim Cottrell stands in front of the house his crew is fixing up to add more beds space to Cottrell's recovery program. Volunteers David Bailey (left) and Bruce Hirschhorn are among those helping to restore the building.

"With doubling the student size, we'll have to increase our support."

Teen Challenge is one of 110 centers nationally — nine of which are for women — started by David Wilkerson, a minister who worked with New York gang members in 1958.

The men, from 18 through their 50s, spend one or two months at the center, then move to an induction center in Lebanon, then to a training center in Riverside, Calif. The entire program takes about 14 months. In time, the center hopes to serve adolescents as well, but that would require more funding and a separate facility.

During the last 16 months the new Portland

center has helped 55 men recover.

"It's been a fantastic year," Cottrell said. "A lot of hours, but we've seen a lot of rewards. I feel like in the not-too-distant future this will develop into a 20- or 30-bed facility. We get a lot of referrals from the suburban areas — Hillsboro, Gresham, Wilsonville."

"By helping us, the Christian community is able to provide this rehabilitative option without any charge to the taxpayers, and we receive no state or federal funds," he said. "We handle a heavy counseling load and do a lot of phone counseling, and we're always enlisting help to meet the growing need of casualties in the war on drugs."



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

January 8, 1993

Teen Challenge of Oregon  
125 SE 11th Ave  
Portland, OR 97214

RE: Request to Purchase Tax Foreclosed Property on Contract

Dear Rev. Cottrell:

Your request to repurchase East Portland; Exc Pt in St, S 1/2 of Lot 6, Block 225 Tax Account Number 22651-4580, on contract has been denied.

Multnomah County Ordinance 560 provides the following:

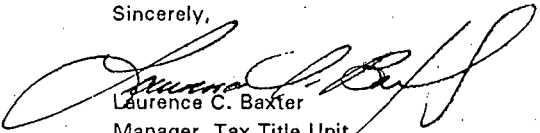
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten (10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 1. above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This notice must be sent by January 20, 1993 to:

Clerk of the Board  
Multnomah County Commissioners  
1120 SW Fifth Avenue, Suite 1510  
Portland, OR 97204

Sincerely,

  
Laurence C. Baxter  
Manager, Tax Title Unit

CERTIFIED P 794 840 243

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## MEMORANDUM

TO: Hank Miggins, Acting Chair  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams  
Gary Blackmer  
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

## SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
  2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
  3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
  4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
  5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

### SECTION 3 - IMPLEMENTATION.

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
  - 1. Within ninety (90) days from date of the notice, the recipient may
    - a. Pay the repurchase price in cash to the County, or
    - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
  - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

BY

Gladys McCoy  
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

BY

Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

7041/mfw  
081987:2



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

## MEMORANDUM

TO: Carol Kelsey (106/1500)  
Commissioner Collier's Staff

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

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

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

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
  - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
  - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
  - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).
3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey  
June 17, 1993  
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

JUN 24 1993

R-20

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 17 1993  
Agenda No. 13-41

REQUEST FOR HEARING

SUBJECT: REPORT OF EXCEPTIONAL CASE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(S) OF PERSON(S) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☒ POLICY DIRECTION ☐ APPROVAL

Attached are an appeal letter from Michael James McCoun, tenant at 4837 NE 33rd Avenue, and a staff report documenting facts.

*Sent Originals to  
Larry Baxter on  
6-29-93.*

11:20 AM  
COUNTY COMMISSIONERS  
1993 JUN 11 AM 10:02  
MULTNOMAH COUNTY  
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER:

*Robert Christensen BH Willia*

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

## REPORT OF EXCEPTIONAL CASE

The attached letter is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 4.

Mr. McCoun is the tenant at 4837 NE 33rd Avenue in Portland. Marvin Albaugh, the former owner of the property failed to repurchase it during the 90-day grace period which ended February 15, 1993.

Mr. McCoun is requesting to be allowed to buy the property. He is not eligible under the provisions of ORS 275.180. He would only be eligible to purchase at a public sale. Before the property could be offered at a public sale he would have to move. The Board may consider allowing him to continue to rent the property from the County; however, there is considerable liability involved which should not be disregarded. (See Enclosures 2 & 3).

As provided under Ordinance 577, the Department of Environmental Services is suspending efforts to sell the property pending a decision by the Board of County Commissioners.

Mr. Commissioner:

On July 17, 1953 my dad, Raymond James McCoun, was killed in action in the Korean War. On July 27, 1953, I was one year old.

On January 21st, 1971, I was in Fort Ord, California, being prepared to serve two years in Germany. I joined the Army during the Vietnam War, even though I am a Sole Surviving Son. I was sent to Germany instead of Vietnam because of that.

Since August of 1973, when I was honorably discharged, I have resided here in Portland.

I am now a self-employed carpenter with 17 years of experience. It seems I have never quite had it together enough to buy my first house. It seems ironic because I can build you a beautiful home, yet I am still renting.

I was told by (Richard O. Carpenter) that eventually, with a downpayment, that I could buy the house. I did not know (Marvin Albaugh) is the real owner, until Wednesday, January 20, 1993. I called the Water Bureau to ask for an extension on my due date. It was then that the employee, (Carol S.) told me a new owner was listed on her files. Were it not for her, I would not know that Multnomah County Tax & Title have assumed ownership, pending payments due from back taxes and liens. I also would be unaware of the fact that on February 15, 1993, the day of the deadline for any and all monies due on the residence I reside in, that I am to receive a thirty day notice for me to move.

This would literally be like putting me and my son on the streets.

I would need a suitable home in this same area. The moving costs today are astronomical!!! The stress on my son as well as myself would be very difficult to handle.

I am a single parent. My son, Jesse McCoun, is eleven years old. He attends "Joseph Meek Elementary". He loves his school, and his friends, and his teacher! He has attended this school since the second grade, and he is now in the fifth grade. I believe re-locating in such a big city could change our lives drastically. All of this based on information, available in any library, pertaining to a child's security, or roots, and their development.

If the current owner fails to resecure this home, I ask you sir, please! Please allow me to buy this home.

I believe if this great city would give me a chance, and some time, I could buy a home I might not ever have a chance to buy.

I have a low income status, but I believe that my kind of work is going to start picking up. I would even work an extra job, if necessary, to pay the back payments that are owing.

This suddenly unexpected situation needs to be handled with care, as this home could become my greatest opportunity, or sudden disaster.

Sincerely,  
Michael James McCoun  
4837 NE 33rd Ave  
Portland, OR 97211  
331-1271 (eves.)

*End*

1  
MR. COMMISSIONER:

On July 17, 1953 my Dad, Raymond Ernest McClure, was killed in action in the Korean War. On July 27, 1953 I was one year old.

On January 21<sup>st</sup>, 1971, I was in Fort Ord, California, being prepared to serve 2 years in Germany. I joined the Army during the Vietnam War, even though I was a Sole Surviving Son. I was sent to Germany instead of Vietnam because of that.

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I believe if this great city would give me a chance, and some time, I could buy a home I might not ever have a chance to buy.

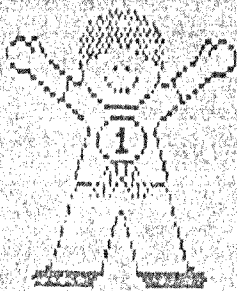
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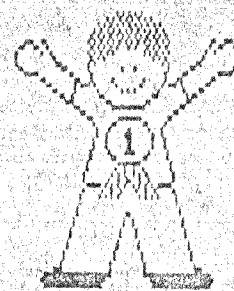
Sincerely,  
Michael James McNeal

4837 N.E. 33<sup>rd</sup> Ave.

Port. OR. 97211



# STUDENT OF THE MONTH



Dear Mr. and Mrs. McCoun

Your child, Jesse, has been selected  
(Name)

Student of the Month for Improvement  
(Theme)

There will be a special awards assembly on Thursday Jan 28  
(Date)

at 10:30 a.m.  
(Time)

Please come to the assembly and help us acknowledge your child's achievement.

Pictures of the children will be taken following the assembly.

I look forward to seeing you at the assembly.

Sincerely,

*Lusia Anderson*



# MULTNOMAH COUNTY OREGON

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

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

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 4
To: Bob Oberst	From: Matt Ryan	
Co: Property & Facilities Management	Co: County Counsel	
Dept: DES	Phone #: 248-3138	
Fax #: 248-5082	Fax #: 248-3377	

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

## MEMORANDUM

TO: Bob Oberst, Property and Facilities Management  
FROM: Matt Ryan, Assistant County Counsel *Matt Ryan*  
DATE: December 4, 1992  
SUBJECT: Legal Issues Involving the Renting of Tax Foreclosed Properties

### Introduction

You have asked of this office to explain the obligations the County would assume if a proposal to rent out tax-foreclosed properties was adopted by the Board of County Commissioners. The following discussion will briefly outline those obligations which for the most part are required by statute. First off is the Residential Landlord and Tenant Act (RLTA) found at ORS 90.100 to 90.940. Closely related to OLTA are the statutes controlling tenant eviction procedures found at ORS 105.105 to 105.165 which of course the County as a landlord would be subject to.

Worth mentioning at the outset, but not further discussed herein, are two areas of law which may apply to the County if it were to act as residential landlord. First of all, both federal and state law place requirements on local governments to provide relocation assistance to tenants displaced by government projects. See 42 USC § 4601 et. seq. and ORS 281.045 to 281.105. It's conceivable that if the residential properties were transferred for some other project the former tenants may have a claim for assistance. Secondly, the Americans With Disabilities Act (ADA) might impose obligations on the County to make these properties accessible to people with physical disabilities.

DiscussionA. The Residential Landlord and Tenant Act

The Oregon Residential Landlord and Tenant Act (RLTA) is codified at ORS 90.100 to 90.940. To begin with, ORS 90.240 to 90.265 cover the contents of residential rental agreements. ORS 90.245 prohibits any agreement providing for the waiver of statutory rights or containing indemnification clauses for the other party's negligence. Often County Personal Service Agreements have such a clause. ORS 90.255 provides the right to collect attorney fees by the prevailing party in any legal action on a rental agreement.

The next pertinent subset of statutes is ORS 90.300 to 90.320 which covers "Landlord Obligations." Here we find the most specific detailed legal obligations of the landlord.

Under ORS 90.318, the landlord may have to provide recycling services to facilities that have five or more units.

ORS 90.320 provides the main thrust of tenants' rights with respect to the physical structure of a dwelling unit. This statute requires the landlord to maintain the dwelling unit in "habitable condition." ORS 90.320 provides in part:

**"90.320 Landlord to maintain premises in habitable condition; agreement with tenant to maintain premises. (1) A landlord shall at all times during the tenancy maintain the dwelling unit in a habitable condition. For purposes of this section, a dwelling unit shall be considered uninhabitable if it substantially lacks:**

(a) Effective waterproofing and weather protection of roof and exterior walls, including windows and doors;

(b) Plumbing facilities which conform to applicable law in effect at the time of installation, and maintained in good working order;

(c) A water supply approved under applicable law, which is:

(A) Under the control of the tenant or landlord and is capable of producing hot and cold running water;

(B) Furnished to appropriate fixtures;

(C) Connected to a sewage disposal system approved under applicable law; and

*Encl 26*

(D) Maintained so as to provide safe drinking water and to be in good working order to the extent that the system can be controlled by the landlord;

(d) Adequate heating facilities which conform to applicable law at the time of installation and maintained in good working order;

(e) Electrical lighting with wiring and electrical equipment which conform to applicable law at the time of installation and maintained in good working order;

(f) Building grounds and appurtenances at the time of the commencement of the rental agreement in every part safe for normal and reasonably foreseeable uses, clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, and all areas under control of the landlord kept in every part safe for normal and reasonably foreseeable uses, clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin;

(g) (A) An adequate number of appropriate receptacles for garbage and rubbish in clean condition and good repair at the time of the commencement of the lease or rental agreement, and the landlord shall provide and maintain appropriate serviceable receptacles thereafter and arrange for their removal unless the parties by written agreement provide otherwise; and

(B) In addition to the provisions of subparagraph (A) of this paragraph, in a city with a population of over 250,000 people, garbage removal service at least once a week for containers that allow for 30 gallons accumulation a week;

(h) Floors, walls, ceilings, stairways, and railings maintained in good repair;

(i) Ventilating, air conditioning and other facilities and appliances, including elevators, maintained in good repair if supplied or required to be supplied by the landlord.

(j) Safety from the hazards of fire; or

(k) Working locks for all dwelling entrance doors, and, unless contrary to applicable law, latches for all windows, by which access may be had to that portion of the premises which the tenant is entitled under the rental agreement to occupy to the exclusion of others and keys for such locks which require keys.

If the rental property substantially lacks in any of the above listed categories, the property could be declared uninhabitable.

ORS 90.360 to 90.385 are the statutes that provide for the tenant's remedies against landlords including violations of ORS 90.320. ORS 90.360(2) provides the tenant may recover damages and obtain injunctive relief against landlord not in compliance with ORS 90.320. ORS 90.365 provides the tenant may after giving notice to landlord procure repairs or services pass for violations of ORS 90.320 and pass the costs onto the landlord.

B. ORS 105.105 TO 105.165, Forcible Entry and Detainer (FED)

In any residential tenancy wherein the tenant does not voluntarily leave at the end of the tenancy, the landlord is forced to file an action for Forcible Entry and Detainer (FED) against the holdover tenant. In Oregon the procedures covering FEDs are set forth at ORS 105.105 to 105.165. Strict compliance with the statutory procedures with respect to notice and hearing is required. FEDs are relatively quick. ORS 105.137 provides the actual trial could be set up to 15 days after the initial court appearance in the matter. Further, the tenant has the ability to request the matter be placed in arbitration which could further postpone the final outcome of the proceeding. See ORS 105.138.

The bottom line is the eviction of a recalcitrant tenant can be time consuming and costly.

matt\wp51\lb

cc: John DuBay  
Jean Miley

*Emel 2d*



# MULTNOMAH COUNTY OREGON

GLADYS MCCOY  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TOD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: Bob Oberst, Property Management Manager  
Facilities Management Division

FROM: Jean M. Miley, Risk Manager *JMM*

DATE: December 3, 1992

SUBJECT: Risks Associated with Renting Tax Title Property

Recently, we discussed a proposal to rent unoccupied Tax Title residential property to interested parties. You have asked John DuBay of County Counsel's Office and me to provide comments about any risks and legal concerns about this proposed new program.

In a forthcoming memo, John will address the particular legal obligations inherent in a landlord-tenant relationship. Based on my discussions with John, it is possible that his memo will identify such significant obligations for the County as landlord that the proposal will be withdrawn. However, if further consideration is given to this matter, there are a number of possible liability exposures to consider.

The first liability to consider is that of the other taxing jurisdictions. Before embarking on any program that might delay or eliminate those jurisdictions receiving proceeds from the sale of these properties, it would be important to receive those jurisdictions' approval for our actions. It is possible -- perhaps even likely -- that this use of this property would decrease the taxing jurisdictions' revenues from these properties; if the occupants damaged or destroyed the property, it would presumably command less when sold or require additional expenditures for repair prior to sale. To avoid a claim from the jurisdictions for these kinds of losses, we would want to have their sign-off prior to beginning the program. It would also be important for the jurisdictions to approve the use of any of their potential revenues for our operating expenditures associated with this program.

The second consideration is that of our general liability. In general, we would be held to the same standard of care as any other property owner. As with any liability claim, in order to succeed with a claim against us, an injured party would have to demonstrate

that 1) a dangerous condition existed in/on our property, 2) this condition caused injury and 3) created the foreseeable risk of injury of the type incurred and 4) the dangerous condition was either created by the negligence of our employee or we knew of the dangerous condition in time to remedy it prior to the injury occurring.

Because of what you have told me about the condition of these properties (i.e., that these are generally the least desirable of the Tax Title properties and not in very good condition), I would be concerned that the claimant could easily demonstrate that we have already met two of the tests mentioned above -- #1 and #4. The claimant would then only have to prove the second and third tests were met. We would not have any opportunity to use the defense of discretionary immunity, because the kinds of claims we would likely get under this program would be for operational activities, rather than policy questions. If someone were successful in filing a claim against us, we would likely be liable for all the costs normally associated with a personal injury claim like medical expenses, pain and suffering, etc. The limits of our liability will be those specified under the Oregon Tort Claims Act (\$50,000 for property damage, \$100,000 personal injury per person and \$500,000 total damages per occurrence).

We could theoretically transfer some of this liability either by purchasing insurance or contracting with another entity to provide property management services. If we didn't transfer the liability, we would have to determine a method of paying for the claims we might incur. I would be reluctant to expose the County's insurance fund to these kinds of claims, because of the way the fund is structured. If this is being considered, I would like an opportunity to discuss this with you further. In addition, we would need to consider the fact that the property in question is not insured for property damage. It would be possible to purchase property insurance, but it would be more expensive than the County's property coverage. Self-insurance for property damage is another option; that would have to be considered in light of the other taxing jurisdictions' interests.

This program presents a number of a potentially complex liability issues. Before the County undertakes this program, it would be important to be sure the benefits to the County outweigh the risk and potential costs.

c: John DuBay  
Matt Ryan  
Wayne George

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## MEMORANDUM

TO: Hank Miggins, Acting Chair  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams  
Gary Blackmer  
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

## SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
  2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
  3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
  4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
  5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

### SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
  - 1. Within ninety (90) days from date of the notice, the recipient may
    - a. Pay the repurchase price in cash to the County, or
    - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
  - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES.

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

By

Gladys McCoy  
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By

Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

7041/mfw  
081987:2



# MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL  
1120 SW FIFTH AVENUE, SUITE 1530  
P.O. BOX 549  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

## M E M O R A N D U M

TO: Carol Kelsey (106/1500)  
Commissioner Collier's Staff

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

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

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

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
  - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
  - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
  - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).

3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey  
June 17, 1993  
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.

R-20  
Regular Meeting  
6-24-93

PRELIMINARY SURVEY

IDENTIFICATION: 24230-1630

DATE: June 22, 1993

ADDRESS: 4837 N.E. 33rd.  
Portland Oregon

DWELLING TYPE: Single Family w/ detached garage  
DATE BUILT: 1906  
STORIES: Two with one bath  
LIVING AREA: 1526 sq. ft.  
LOT AREA: 4000 sq. ft.  
NEIGHBORHOOD: Concordia  
ARCHITECTUAL STYLE: Bungalow

ITEM:	COMMENT:	EVALUATION:
FOUNDATION:	<u>Full concrete basement-dry. Newer oil furnace, hot water heater, washer &amp; dryer hook up</u>	<u>GOOD</u>
PORCH:	<u>Partial, covered</u>	<u>GOOD</u>
EXTERIOR SIDING:	<u>Beveled cedar</u>	<u>GOOD</u>
EXTERIOR PAINT:	<u>Some peeling and flaking</u>	<u>POOR</u>
WINDOWS:	<u>Wood double hung with storms</u>	<u>GOOD</u>
DOORS:	<u>Wood</u>	<u>FAIR</u>
FACIA:	<u>Wood</u>	<u>GOOD</u>
ROOF:	<u>Composition three tab, newer. A few shingles need replacement.</u>	<u>GOOD</u>
GUTTERS:	<u>K Type, with good downspouts.</u>	<u>GOOD</u>
MASONRY:	<u>Brick chimney</u>	<u>GOOD</u>
ELECTRICAL:	<u>Updated - need G.F.I. in kitchen</u>	<u>GOOD</u>
PLUMBING:	<u>Interior vents</u>	<u>GOOD</u>

NOTES: House assessed value is \$38,300.00. Market  
value is \$50,000.00 to \$60,000.00.  
Market rent is \$650.00 pr/month.

IMMEDIATE ATTENTION: Rear deck is badly rotted and needs  
immediate removal. Heavy overgrowth needs to be removed  
for clear site lines into property. Yard needs maintenance work.

EVALUATION: House is basically in original but excellent condition.  
Concrete foundation and lath and plaster are of good original  
composition and have held up exceptionally well. Most light  
fixtures are original. The kitchen has been updated with solid  
oak cabinets, Jenn Air range, dish washer.

PICTURES:

- 1) REPLACE
  - 2) POOR
  - 3) FAIR
  - 4) GOOD
- N.A. NOT EVALUATED

P.L.J. 7/02/91  
TAX TITLE

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6-24-93

**NAME** Janet Maxwell

**ADDRESS** 6701 Missouri Drive

**STREET** Van-Wa 98661

**CITY** **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** R-21

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

Original

JUN 24 1993

R-21

DATE SUBMITTED \_\_\_\_\_

(For Clerk's Use)  
Meeting Date JUN 17 1993  
Agenda No. R-21

REQUEST FOR HEARING

SUBJECT: APPEAL OF DENIAL TO REPURCHASE

INFORMAL ONLY\* \_\_\_\_\_ FORMAL ONLY \_\_\_\_\_

DEPARTMENT Chair's Office DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

\*NAME(s) OF PERSON(s) MAKING PRESENTATION TO BOARD Larry Baxter

BRIEF SUMMARY Should include other alternatives explored, if applicable, and clear statement of rationale for the action requested.

[ ] INFORMATION ONLY [ ] PRELIMINARY APPROVAL [X] POLICY DIRECTION [ ] APPROVAL

Attached is a request for hearing from Janet Lee Maxwell, representing herself and Walter L. Maxwell, Jr, Juanita Maxwell and Walter Allen Maxwell, following denial of request to repurchase.

*Sent Originals to  
Larry Baxter on  
6-29-93.*

BOARD OF  
COUNTY COMMISSIONERS  
1993 JUN 11 AM 10:01  
MULTNOMAH COUNTY  
OREGON

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

[X] FISCAL/BUDGETARY

[X] General Fund

[X] Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: [Signature] BH Willia

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contracts) \_\_\_\_\_

## STAFF REPORT

The attached letter from Janet Lee Maxwell to repurchase property at 5812 NE 14th Avenue, Portland on contract is forwarded for consideration and direction under the provisions of Multnomah County Ordinance 577, Section 3. E.

When this property was first received by Multnomah County in July 1991, Ms. Maxwell's father was in the VA Hospital undergoing treatment for cancer. Although he was released in the fall of 1991, he was not well enough to take care of this. Mr. Maxwell died April 15, 1992. On April 26, 1992, we entered into an agreement with his children to sell the property. This sale was contingent upon their sale of the property to a third party. This sale did not occur. In January, Ms. Maxwell, her sister and brothers have again requested that they be allowed to repurchase the property.

The second request was denied because it does not meet the requirements of Ordinance 577, 2. B.

Janet L. Maxwell  
6701 Missouri Drive  
Vancouver, Wa 98661  
206-693-5295

Jan-27-93

Clerk of the board/  
Multnomah County Commissioners  
1021 SW 5<sup>th</sup> Avenue, Suite 1510  
Portland, Or 97204

Dear Sirs,

This letter is in regards to the denial  
of the request to purchase tax foreclosed  
property, Oakhurst, Lot 1, Block 10, acct. #  
62230-2180.

I would like this letter to act as an appeal  
for the decision.

We acquired this property from my father  
Walter Lee Maxwell, whom had a Life -  
Estate interest in this property. When the  
first deal was being put together my half  
brother Richard Maxwell was trying to  
accomplish this, he was acting as power of  
attorney for our father. Once it was

established that he (dad) had only a Life Estate interest & Richard had no authority to complete the transaction, he backed out of the negotiations all together. The four children whose names are the deed were not involved in any negotiations until after my father was expired, & it was determined that he was only a life Estate interest in the property and the children had the responsibility to discard the property. Once this happened we signed off for the home with a potential purchaser through Chicago Title. Well because of communication problems, or should I say lack of communication between Chicago Title, the buyer, & ourselves, the deal fell through & the buyer terminated the earnest agreement contract. But this knowledge was not known to me until I was notified by an alan Brickley, legal counsel for Chicago title, asking me what I wanted done with the earnest

money being held from the first purchaser negotiations. Communication problems began again when only one or two of the children on the deed were being notified of what was going on. There are 2 Walter Maxwell's on the deeds. Walter Lee JR. & Walter Allen. The correspondances were being sent to Walter Lee but they were going to Walter Allen's address. So Walter Lee or myself (Janet) were not receiving the correspondances because they were being sent to Juanita & Walter Allen. I feel if I had been being informed, things may have been handled in a more timely matter.

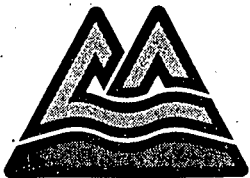
I would ask that the decision made by the Tax Title department be reversed. We have a new buyer whom is very interested in the property & we would like to get the deed back to complete this transaction. The property was left to us because of my father defaulted Child Support payments when

(4)

We were children. We would very much like to sell this property, pay the back taxes, & receive our equivalent shares from the proceeds.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely yours  
Janet Lee Maxwell



# MULTNOMAH COUNTY OREGON

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

GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

January 20, 1993

Walter L. Maxwell, Jr, Janet Lee Maxwell, Juanita Maxwell  
Walter Allen Maxwell and Walter L. Maxwell LE  
1200 NE Highland  
Portland, Or 97211

RE: Chicago Title Escrow 300045422EP-Request to purchase Tax Foreclosed Property

Dear Juanita Maxwell,

Your request to repurchase Oakhurst; Lot 1, Block 10 Tax Account Number 62230-2180 has been denied.

Multnomah County Ordinance 560 provides the following:

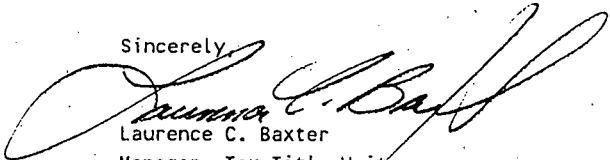
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of ten(10) percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety(90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

This denial is based on failure to comply with Requirement No. 5 above.

You may appeal this denial to the Board of County Commissioners. Your appeal must be in writing, recite the facts forming the basis for appeal, and reflect the reasons the petitioner believes the Board should reverse Tax Title's decision. This appeal must be sent by February 1, 1993 to:

Clerk of the Board  
Multnomah County Commissioners  
1021 SW 5th Avenue, Suite 1510  
Portland, Oregon 97204

Sincerely,

  
Laurence C. Baxter  
Manager, Tax Title Unit

CERTIFIED P 905 209 296

cc: Chicago Title 9011 SW Beaverton-Hillsdale Hwy Portland, Or 97225  
cc: Walter Maxwell 4107 N. Kerby Portland, Or 97217

**Certified Mail Receipt**

No Insurance Coverage Provided

Do not use for International Mail

(See Reverse)

Sent to

*Juanita Marquez Estal*

Street &amp; No.

*1200 NE Highland*

P.O., State &amp; ZIP Code

*Portland OR 97211*

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing  
to Whom & Date DeliveredReturn Receipt Showing to Whom,  
Date, & Address of DeliveryTOTAL Postage  
& Fees

\$

Postmark or Date

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Return this form with Money\*\* by

Janet Lee Maxwell

Name(s)

5812 NE 14<sup>th</sup> Ave Portland

Address of Property you wish to repurchase

Oakhurst Lot 1, Block 10

62230-2180

Legal description

Tax Account Number

6025 NE 35<sup>th</sup> Ave Portland, Or 97211

Address of primary residence

503-284-0069

Home Telephone Number

204 SE Stonemill Drive Van. Wa 98661

Primary business address

206-253

Business telephone number

2047577

Oregon Driver License Number

\*\*If this transaction is to close in escrow, attach a payoff request from the Title Company to us.

List all other real property in Multnomah County in which you have an interest, directly or indirectly, as owner or contract purchaser, either in your name alone or with other persons or business entities.

ADDRESS

TAX ACCOUNT NUMBER

Since you acquired an interest in those properties, have any of them been or are any of them currently subject to foreclosure proceedings for nonpayment of taxes?

YES

NO

If so, provide details on a separate page.

Have you previously defaulted on a repurchase agreement with Multnomah County, requiring cancellation of such agreement?

YES

NO

If so, provide details on a separate page.

Repurchase Application

Page one

APPLICATION TO REPURCHASE PROPERTY  
ACQUIRED THROUGH TAX FORECLOSURE

Attach to this application copies of any of the following documents relating to the amounts and source(s) of your household income which you believe will prove your present ability to pay \$ X which is ten percent(10%) of the purchase price of \$ 12,269.67 and monthly payments of \$ X for a period of X months.

Circle Yes or No to the following and attach copies:

Yes\No 1991 income tax return,	Yes\No Current pay check stubs,	Yes\No SSA1099R Pension income,
Yes\No W2G Form,	Yes\No Disability Income,	Yes\No Veteran's Benefits Pension,
Yes\No Workers Compensation,	Yes\No Unemployment,	Yes\No Dividends, Interest income,
Yes\No Other income,		

Name of current employer, address, phone #, hourly or monthly wages, how long with this employer? If less than 3 years, list other employers for the past 3 years.

Also attach copies of your current water and utility bills.

"I/We declare under penalty of perjury that the information provided in this application is complete, true and correct. I understand that provision of false or misleading information will disqualify me from repurchase."

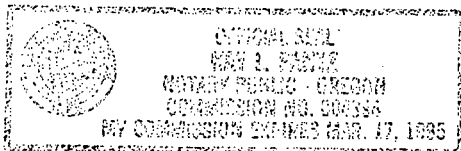
Janet Lee Maxwell  
Your Signature (MUST BE NOTARIZED) see below  
1-29-93  
Date

STATE OF OREGON )  
COUNTY OF MULTNOMAH )

On this 29th day of January 1993, before me, a Notary Public in  
and for said county and state personally appeared the above named JANET LEE MAXWELL

who acknowledged the foregoing application to be a voluntary act and deed.

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



Kay L. Lang  
Notary Public for Oregon  
My commission expires 3-17-95

# CHICAGO TITLE INSURANCE COMPANY

9011 S.W. BEAVERTON—HILLSDALE HWY., PORTLAND, OREGON 97225 (503) 297-4941 — FAX NO. (503) 297-5172



January 15, 1993

Multnomah County Oregon  
Department of Environmental Services  
Division of Facilities and Property Management  
Tax Title Unit  
2505 S.E. 11th Avenue  
Portland, Oregon 97202  
Attn: Laurence C. Baxter  
Manager, Tax Title Unit

Re: Escrow 300045422 EP  
Tax Account # R62230-2180  
Lot 1, Block 10, Oakhurst, City of Portland

Dear Mr. Baxter:

Last year an escrow was open concerning the above referenced property. As you are aware, that transaction cancelled and the Deed was returned to you from our attorney, Alan Brickley.

We now have a new escrow open involving the same property with a new buyer. The transaction is to close with Esther Parrish who is now in the Beaverton Office.

Please provide escrow with a payoff amount due plus a daily per diem if applicable. Please also prepare a Deed from Multnomah County to Maxwell as previously done.

If you have any questions, please don't hesitate to call. Thank you for your cooperation and prompt attention to this matter.

Sincerely,

*K. Gwilliam*  
Karen Gwilliam  
Escrow Assistant

klhg

Enclosure

*1/20/93 per Karen no address in file from their atty, will  
check & call back per  
Juanita Maxwell 1200 N.E. Highland 97211*

TANYA COLLIER  
Multnomah County Commissioner  
District 3



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

## MEMORANDUM

TO: Hank Miggins, Acting Chair  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: June 14, 1993

SUBJECT: Foreclosure repurchases of previously foreclosed repurchases

After my review of the consent calendar for last weeks agenda, and my request to move C-24 and C-25 to the regular agenda for the purpose of discussing the issue of repurchasing for the second or third time, I did some further research.

This memo is for the purpose of sharing some of the information that I have gathered that is relevant to the repurchase of foreclosed properties. The Board seems to be in agreement that we need clear policies established to improve the County's tax foreclosure program. However, I don't feel comfortable about the manner in which we are currently handling the repurchase of foreclosed property that is in foreclosure for at least the second time until we revisit ORD 560. I'm calling these situations "repurchase of a repurchase".

Ordinance 560 was adopted August 27, 1987, and specifically sets out the procedures and standards by which the County will enter into repurchase agreements with property owners on properties that have been foreclosed. Section 2, sub a(3) of ordinance 560 sets the following standards that must be satisfied to repurchase foreclosed property on a contract: "The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement;"

The Board has the authority to make what ever exceptions it chooses to Ordinance 560, but I think it should do so with specific circumstances and information as to why a property owner should be exempted from the standards in Ordinance 560. The Board action that was taken on June 10, 1993, approving the repurchase of repurchase contracts on C-24 and C-25, with no information, and without consideration of Ordinance 560, should not be repeated.

There are repurchases of repurchases again on next weeks agenda and I think they should be pulled from the agenda. Any negotiations with property owners regarding contracts of this nature on behalf the county should be stopped until the Board specifically revisits Ordinance 560.

I recommend the following:

- Schedule a briefing on Ordinance 560 as soon as possible;
- Establish Board policy relating to repurchase procedures and standards;
- Postpone all repurchases coming before the Board until a policy is established; and
- Enter into no negotiations regarding repurchases until this policy is established.

I hope to hear from you on this issue as soon as possible.

Thank you.

cc: Betsy Williams  
Gary Blackmer  
Sandy Duffy

BEFORE THE BOARD OF COMMISSIONERS

FOR THE COUNTY OF MULTNOMAH

ORDINANCE NO. 560

An ordinance establishing standards for former record owners and contract purchasers of tax foreclosed property to repurchase their property on contract, providing for appeals to the Board of County Commissioners and guiding the Sheriff in the management and disposition of properties deeded to the County following judicial foreclosure of ad valorem tax liens.

Multnomah County ordains as follows:

SECTION 1 - FINDINGS

The Board of County Commissioners finds that:

- A. State law requires judicial foreclosure by the County of its ad valorem tax liens on all real property accounts maintained by the assessor for which taxes are delinquent after a period of three years. After foreclosure and expiration of a one year redemption period, the title to such property passes to the County.
- B. The principal purpose of foreclosure is to permit the County to sell such properties to recover delinquent taxes for the benefit of the County and all taxing districts within the County.
- C. The interest of the County and its residents is best served when taxpayers are restored to their property and the delinquent taxes recovered.
- D. State law permits the Board to make such rules as are necessary or convenient for the protection, administration, operation, conveyance, leasing and acquisition of all lands acquired by the County by the foreclosure of delinquent tax liens.
- E. Abuse of the tax law exists when some taxpayers deliberately avoid payment of taxes as a business expedient, expecting to repurchase on contract from the County following foreclosure. Such practice places the County in the position of lending credit contrary to interests of the general taxpaying public.

## SECTION 2 - STANDARDS

- A. Former record owners or contract purchasers ("owner" hereinafter) of improved real property acquired by the County through tax foreclosure, pursuant to ORS 312.010, may repurchase such property on contract upon satisfying the following standards:
1. The property must be the primary residence of the owner or the primary location of the owner's business; and
  2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
  3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
  4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
  5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.
- B. If the standards specified in paragraph A are not met, the former record owner or purchaser shall have no more than ninety (90) days from date of notification from the County to repurchase said property by payment in full of the repurchase price.
- C. The repurchase price shall be the equivalent of all taxes accrued to the date of foreclosure, plus additional taxes as would have been levied thereafter but for the foreclosure, statutory interest and penalties, any municipal liens and administrative expenses which shall include, but not be limited to, cost of maintenance of foreclosed properties and improvements, any nuisance abatement expense, payment of any water services liens and expense of document preparation and recording fees.

### SECTION 3 - IMPLEMENTATION

- A. The Sheriff shall be responsible for the inventory, management and sale of all tax foreclosed property.
- B. Upon receipt of tax foreclosed properties, the Sheriff shall send a notice by certified mail to former record owners or contract purchasers of tax foreclosed property following completion of the Sheriff's evaluation of each parcel, which notice shall advise the recipient that:
  - 1. Within ninety (90) days from date of the notice, the recipient may
    - a. Pay the repurchase price in cash to the County, or
    - b. Repurchase the property on contract if the standards of this ordinance are satisfied. The standards for repurchase on contract shall be stated in the notice; and
  - 2. Failure to either repurchase in cash or to qualify to repurchase by contract within the time provided shall result in the property being disposed of in accordance with the law.
- C. Upon receiving a request to repurchase by contract, the Sheriff shall process the application to assure that all standards are satisfied. If the standards are satisfied, the Sheriff shall prepare documents associated with said repurchase agreement.
- D. Should the Sheriff deny a former record owner or contract purchaser an opportunity to repurchase on contract, the Sheriff shall advise of the reason therefor in writing, and further, that the decision of the Sheriff may be appealed to the Board of County Commissioners.
- E. Within ten (10) days of the date of the denial, the applicant may either repurchase the property for cash or appeal the denial to the Board of County Commissioners.
- F. The appeal provided for in paragraph E shall be in writing, recite the facts forming the basis for appeal and reflect the reasons the petitioner believes the Board should reverse the Sheriff's decision.

- G. After the filing of an appeal, the Board shall schedule a hearing therein and shall rule on the appeal. The petitioner may waive a hearing and request a decision based solely on the petition filed with the Board.
- H. The Sheriff shall provide the Board a copy of his reasons for denial prior to the appeal hearing and the Board shall decide whether the standards in Section 2 of this ordinance have been satisfied by the owner.

SECTION 4 - REPORT TO BOARD OF EXCEPTIONAL CASES

The Sheriff shall report to the Board upon determining that property acquired by the County through foreclosure is occupied by any person without economic or other resources to acquire alternative housing. After submitting the report, the Sheriff shall suspend efforts to sell the property pending further direction from the Board.

ADOPTED this 27th day of August, 1987, being the date of its second reading before the Board of County Commissioners of Multnomah County.

BOARD OF COUNTY COMMISSIONERS

(SEAL)

BY

Gladys McCoy  
Gladys McCoy, Chair

APPROVED AS TO FORM:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

BY

Paul G. Mackey  
Paul G. Mackey  
Assistant County Counsel

7041/mfw  
081987:2



# MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

## M E M O R A N D U M

TO: Carol Kelsey (106/1500)  
Commissioner Collier's Staff

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

DATE: June 17, 1993

SUBJECT: Tax Title Resolution

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

My comments on your comments of June 10 are as follows:

1. You refer to developing policies and procedures outlining the tax collection process with timelines that include foreclosure as the last resort. Foreclosure is a mandatory state statutory scheme that the County cannot affect. More appropriately, you might refer to eviction as a last resort as County policy.
2. The County does not have much leeway in effecting a shortening of time between a tax delinquency, foreclosure, and County ownership since the timelines are set by state statute. The time periods we can alter are:
  - a) The redemption period by creating more specificity as to what constitutes waste or abandonment.
  - b) The redemption period by having A&T ready to record title on the day that the redemption period expires. I understand this process sometimes takes a couple months. There are cases which have held that the redemption period continues until the County deed is recorded. I also know that Larry Baxter does not send out the Repurchase letters until after the deed has been recorded. Such a wait is not necessary. Both processes could proceed simultaneously.
  - c) The repurchase period by requiring an application to repurchase within 30 days of the date of the notice of

right to repurchase, and executing the deed or contract within 90 days.

- d) The contract period by cancelling contracts that have been breached by nonpayment of contractual payments; delinquency of new accruing taxes; waste or abandonment; allowing liens to be placed against the property (or any other provisions in abrogation of the contract terms).

3. Defining "waste" and "abandonment" is addressed in section 2(a) above.
4. "Assessment of foreclosed properties to avoid liability problems" needs some clarification. There are two time periods at issue here and our (County) rights differ significantly. During the redemption period the former owner has a right of possession. However, when there are city code violations or nuisance problems the County is notified and expected to cure the problem even though we don't have a right to possession. This could trigger a shortening of the redemption period under the "waste" or "abandonment" criteria. After the redemption period expires and the County has complete title, we probably have a duty to make sure the property is safe and could be liable if it were not. The issue of rents being paid to former owners or to the County has been addressed in the past. Policies need to be developed weighing the benefit of the income against the burden of assuming landlord liability.
5. Categorizing properties and establishing disposal timelines is appropriate.
- 6&7. No comment.
8. The County does have a legal obligation to maintain properties to which it has title. Statutes provide that the County can recoup those costs of maintenance from the proceeds of sale. The County needs to develop policies on the level of maintenance. Minimal maintenance could result in loss of value but a high level of maintenance even to the extent of improving properties could result in maximizing proceeds. However, under an IGA we now have with the City of Portland, if there is a City lien, the City gets all the proceeds in excess of taxes, interest, penalties, fees, costs of maintenance and costs of sale.

Carol Kelsey  
June 17, 1993  
Page 3

ADDITIONAL COMMENTS:

- A. I would like to see "financial ability" in Ordinance 560 defined to include that anyone in a bankruptcy proceeding is per se not financially able. A property can languish an additional six years in bankruptcy court.
- B. Clear guidelines need to be established as to what triggers a cancellation of a contract. A breach of any term of the contract (including non-payment of newly accruing taxes) should result in cancellation. Timelines need to be set, for example, any payment more than 30 days late or breach of any term of the contract not cured within ten days of a written notice of breach. Additionally, you could provide that after three notices of a breach which has been cured, a forth notice would simply be a Notice of Intent to Cancel Contract. This would end the chronic breaches occurring for months and for years at a time.



*Carrie* *Original* **MULTNOMAH COUNTY OREGON**

**RECEIVED**  
JUN 22 1993  
GLADYS McCOY  
MULTNOMAH COUNTY CHAIR

OFFICE OF COUNTY COUNSEL  
1120 S.W. FIFTH AVENUE, SUITE 1530  
P.O. BOX 849  
PORTLAND, OREGON 97207-0849  
(503) 248-3138  
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BOARD OF COUNTY COMMISSIONERS  
GLADYS McCOY, CHAIR  
TANYA COLLIER  
DAN SALTZMAN  
GARY HANSEN  
SHARRON KELLEY

*Unanimous Consent Item - Ordinance*

**M E M O R A N D U M**

TO: Board of County Commissioners  
FROM: Laurence Kressel (106/1530) *LK*  
County Counsel  
DATE: June 22, 1993  
SUBJECT: Draft Amendment to Ordinance 560 (sale of  
tax foreclosed property to former owners)

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

At last week's public hearing, the Board asked us to prepare an emergency amendment to ordinance 560 in order to authorize contract sale of tax foreclosed property to former owners qualifying as non profit organizations. Enclosed is a draft of the emergency ordinance. You will need unanimous consent to place it on this week's agenda.

Adoption of this ordinance Thursday will permit approval of two carryover items (R-17 and R-19) on the Thursday agenda. The other carryover items relating to tax title (R-18, R-20 and R-21) will require other treatment. Staff is working separately on them.

Bear in mind that this ordinance deals only with one topic: non-profit organizations wishing to repurchase tax foreclosed property where the organization is the former owner of the property. State law does not allow repurchase by persons who are not record owners or contract purchasers of record. ORS 275.180. Renters are not in this category.

Please contact John DuBay or me ASAP if you want to make changes to the enclosed draft.

cc Betsy Williams  
Bob Oberst

*Sent Copies of Ordinance 769 to  
John DuBay, Bob Oberst, Larry  
Barker & Lutz on 6-28-93. Also  
sent Copies to Ordinance Sub List on  
6-28-93.*

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 769

An ordinance amending Ordinance No. 560, relating to sale by contract sale to former owners, of real property acquired by the County through foreclosure of property taxes and declaring an emergency.

(Shaded language is to be deleted; underlined language is new)

Multnomah County ordains as follows:

Section I.      Findings.

1. Ordinance 560, as modified by Ordinance 577, provides procedures and standards for sale on contract to certain persons, of real property acquired by the County through tax foreclosure.
2. Section 2.A.1. of Ordinance 560 restricts contract sales to situations where the property is the primary residence of the former owner or the primary location of the former owner's business.
3. The Board is aware that non-profit organizations using tax foreclosed property to provide social services or residential treatment currently do not qualify as repurchasers under the criteria of Section 2.A.1.
4. Allowing contract sale of tax foreclosed property to such non-profit organizations will further important public purposes,

06/22/93:1

1 permitting continuation of valuable social programs in the  
2 community. This ordinance amendment is designed to authorize  
3 such contracts.

- 4 5. The Board is aware that other changes to Ordinance 560 and the  
5 procedures for managing and disposing of tax-foreclosed  
6 property will be needed. However, the change made by this  
7 ordinance has been given top priority in order to permit  
8 uninterrupted operation of certain valuable programs operated  
9 by non-profit organizations.

10  
11 Section 2. Amendment

12 Section 2.A. of Ordinance 560 is amended to read as follows:

13 A. Former record owners or contract purchasers ("owner"  
14 hereafter) of improved real property acquired by the  
15 County through tax foreclosure, pursuant to ORS 312.010,  
16 may repurchase such property on contract upon satisfying  
17 the following standards:

- 18 1. The property must be the primary residence of the  
19 owner or the primary location of owner's business;  
20 and:

- 21 (a) The primary residence of the owner, or  
22 (b) The primary location of owner's business, or  
23 (c) Used as an integral part of residential  
24 treatment or social services program sponsored  
25 by the owner, if the owner is a non-profit  
26 organization exempt from federal taxes under

06/22/93:1

IRC § 501(C)(3); and

2. The property and any other real property of the owner in Multnomah County has not been foreclosed in the current year or any prior year for nonpayment of taxes; and
3. The owner has not previously defaulted on any repurchase agreement with Multnomah County, requiring cancellation of such agreement; and
4. The owner must demonstrate a present ability to meet the minimum requirements of any contract authorized by ORS 275.190 including a payment of 10 percent of the repurchase price in cash; and
5. The owner must accept in writing the County's offer to enter into any repurchase transaction within ninety (90) days of said offer. Failure to accept shall result in the property being disposed of as provided by law.

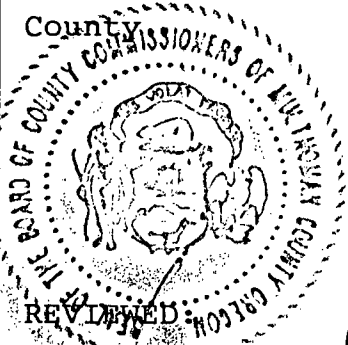
Section 3. Emergency Clause

This Ordinance, being necessary for the health, safety, and welfare of the people of Multnomah County, an emergency is declared, and the Ordinance shall take effect upon its execution by the County Chair, pursuant to Section 5.50 of the Charter of Multnomah County.

Adopted this 24th day of June, 1993, being the date of its

06/22/93:1

1 first reading before the Board of County Commissioners of Multnomah



BOARD OF COUNTY COMMISSIONERS

By:

*H. G. Miggins*  
H. G. Miggins, Acting Chair

By

*Laurence Kressel*  
Laurence Kressel, County Counsel  
For Multnomah County, Oregon

D:\WPDATA\FIVE\506JLD.ORD\mw

06/22/93:1

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

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6-24-93

**NAME** MURIEL GOLDMAN

**ADDRESS** 01280 SW MARY FAYLING DR

**STREET**

PDX

97219

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** BUDGET

**SUPPORT** \_\_\_\_\_ **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

2 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6/24/93

**NAME**

RUTH CURRIE

**ADDRESS**

10630 SW LANCASTER  
**STREET**

PORTLAND  
**CITY**

97219  
**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

CmCOA

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

3 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6/24/93

**NAME**

STERLING WILLIAMS

**ADDRESS**

**STREET**

**CITY**

2600 N WILLIAMS

PTLD

**ZIP CODE**

97227

**I WISH TO SPEAK ON AGENDA ITEM #**

PNCoA

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

4 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6-24-93

**NAME** Deborah Wood

**ADDRESS** Central City Concern 709 NW Everett

**STREET**

Portland

**CITY**

97209  
**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Hooper Budget

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

5/

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24-93

**NAME**

LARRY SANCHEZ

**ADDRESS**

9620 SW Barber BLVD

**STREET**

**CITY**

PORTLAND, OR 97005

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM**

Hispanic Issues #102500

**SUPPORT**

X

**OPPOSE**

**SUBMIT TO BOARD CLERK**

✓  
**PLEASE PRINT LEGIBLY!**

MEETING DATE 6-24-93

NAME WILLIE C HARPER

ADDRESS 6323 N. OBERLIN

**STREET**

PORTLAND

**CITY**

97203

**ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM #                     

SUPPORT PMCOA OPPOSE                     

**SUBMIT TO BOARD CLERK**

2/

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6/24

**NAME**

Licki Smead

**ADDRESS**

~~87~~ 718 W. Burnside #316

**STREET**

Portland

**CITY**

97209

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

Budget

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

8/

**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24

**NAME**

Paul Sunderland

**ADDRESS**

~~211~~ 211 SE 80<sup>th</sup>

**STREET**

Portland, Ore

**CITY**

97215

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

OSU Ext Add  
Pkg.

**SUPPORT**

☒

**OPPOSE**

**SUBMIT TO BOARD CLERK**

9 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24

**NAME**

Ron Mobley,

**ADDRESS**

15210 NE Miley Rd  
**STREET**

Hurwa, de  
**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

OSUE & N Adpky

**SUPPORT**

✓

**OPPOSE**

**SUBMIT TO BOARD CLERK**

10 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24

**NAME**

Jan Schroeder

**ADDRESS**

712 NW 4<sup>th</sup>

**STREET**

Connelly, Ore

**CITY**

97331

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

On Ext. Agenda

**SUPPORT**

✓

**OPPOSE**

**SUBMIT TO BOARD CLERK**

11 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24-92

**NAME**

Anne Kelly Feeney

**ADDRESS**

Loaves & Fishes Center Inc.

**STREET**

**CITY**

Portland, Ore.

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

SE. Senior Center

**SUPPORT**

☒ **OPPOSE**

**SUBMIT TO BOARD CLERK**

12/  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6-24-73

**NAME** Esther McGinnis

**ADDRESS** 8331 SW 59th Ave.

**STREET**

Portland

**CITY**

97219

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** SE-ASD

**SUPPORT** X **OPPOSE** \_\_\_\_\_  
**SUBMIT TO BOARD CLERK**

13/  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6-24-93

**NAME** Bernice Medina

**ADDRESS** 3934 S.E. Lincoln

**STREET**

Portland, OR 97214

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** SE Senior Ctr.

**SUPPORT** S.E. ASD. **OPPOSE** \_\_\_\_\_

**SUBMIT TO BOARD CLERK**

14 /  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6/24/93

**NAME**

Michaela Fogerty / Portland Impact

**ADDRESS**

4707 SE Hawthorne

**STREET**

Portland OR 97215

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

S.E. ASD  
Senior Center

**SUPPORT**

☒

**OPPOSE**

☐

**SUBMIT TO BOARD CLERK**

15 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24-93

**NAME**

Laurie Sittor

**ADDRESS**

STREET

CITY

ZIP CODE

**I WISH TO SPEAK ON AGENDA ITEM #**

Budget

**SUPPORT**

OPPOSE

ADA

**SUBMIT TO BOARD CLERK**

16 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24-93

**NAME**

Marilyn Miller

**ADDRESS**

4702 SE Hawthorne Blvd.

**STREET**

Portland, OR

**CITY**

97215

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

Budget

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

17 ✓  
**PLEASE PRINT LEGIBLY!**

**MEETING DATE**

6-24-93

**NAME**

Kathy Oliver

**ADDRESS**

1236 SW Salmon

**STREET**

Portland

Or

97205

**CITY**

**ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #**

Budget

**SUPPORT**

**OPPOSE**

**SUBMIT TO BOARD CLERK**

18/  
PLEASE PRINT LEGIBLY!

MEETING DATE

6/24/93

NAME

Amelia Moore

ADDRESS

6835 NE 13th

STREET

PORTLAND

CITY

97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

Needle Exchange

SUPPORT

☒

OPPOSE

SUBMIT TO BOARD CLERK

19✓

**PLEASE PRINT LEGIBLY!**

**MEETING DATE** 6/24/93

**NAME** Laura Graves

**ADDRESS** 9 1036 SW Salmon

**STREET** Portland OR 97205

**CITY**  **ZIP CODE**

**I WISH TO SPEAK ON AGENDA ITEM #** Needle Exchange

**SUPPORT** ~~YES~~ X **OPPOSE**

**SUBMIT TO BOARD CLERK**

20 ✓

PLEASE PRINT LEGIBLY!

MEETING DATE 6-24-93

NAME FRANKLIN HENSLEY

ADDRESS 7301 N CHANTANQUA

STREET

CATHOLIC COMMUNITY SERVICES

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #                     

SUPPORT HISPANIC OPPOSE                     

SUBMIT TO BOARD CLERK

ACCESS

MEETING DATE JUN 24 1993

AGENDA NUMBER PH-1

**AGENDA PLACEMENT FORM**

SUBJECT: Public Hearing on the 1993-94 Budget

BOARD BRIEFING: Date Requested: Thursday, June 24, 1993

Amount of Time Needed: 1:30 until the public present have completed their testimony

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

DEPARTMENT: Nondepartmental DIVISION Planning & Budget

CONTACT: Dave Warren TELEPHONE : 248-3822

BLDG/ROOM: 106/1400

PERSON(S) MAKING PRESENTATION: Public Hearing

**ACTION REQUESTED**

☒ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☐ APPROVAL ☐ OTHER

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

This hearing is a public hearing, and any person may appear to testify about the 1993-94 Budget. At the conclusion of testimony, the Board may discuss their intentions for adoption of the Budget on June 29, 1993, or may adjourn.

CLERK OF  
COUNTY COMMISSIONERS  
1993 JUN 17 AM 9:42  
MULTI-COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: A. C. Higgins

OR

DEPARTMENT MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Contributions by the County and the City for					Additional
Jointly Funded Organizations	Current	Current	Current	Parity	Amount
Organization Name (Cnty/City Share)	County	City	Total	County Amt	Needed
Metropolitan Human Rights Commission (40% / 60%)	118,476	185,763	304,239	123,842	5,366
Note: City funds 1 time for 1 position for Future Focus and bias crime training.					
Metropolitan Arts Commission (40% / 60%)	267,059	1,065,904	1,082,963	710,603	443,544
Note: \$250,000 of City's contribution is in a separate account to be drawn down and used for more grants, etc.					
Portland/Multnomah Commission on Aging (50% / 50%)	57,406	76,386	133,792	76,386	18,980
Total	442,941	1,328,053	1,520,994	910,831	467,890

This funding formula was based on the geographic boundaries, the population of 0 to 17 year olds in the geographic area, and the number of families below 150% of the poverty level. It is my understanding that this formula was agreed to and that the Board was aware of this process and allocation formula.

Therefore in order to make sense of the dollars received in FY92-93 and FY93-94, we must take into consideration that the new funding formula was used in allocating the FY93-94 dollars with this new agreed upon funding formula. Comparing the amount of money received in FY92-93 to FY93-94 is inconsistent with the change in allocation methods. The \$ 25,000 additions that were put in the budget for North and for East puts the entire formula out of balance. I think that it is important that the formula should be kept intact for all 6 centers. Please refer to the chart below for an outline of FY 92-93 and FY 93-94 funding allocations.

I will bring this issue to the Board when we look at add backs in the next few weeks. I think there are several options as to how we might address these concerns. I look forward to talking with each of you as to how inequities might be resolved.

Thank you

*Budget Public Hearing  
6-24-93  
Handout #7*

#### Child and Youth Centers Fund Allocation Detail

Center	FY 92-93 Allocation	FY 93-94 RFP Allocation	FY 93-94 6% CGF Cut	FY 93-94 Specific Ctr. Add Back
East County	260,641	203,073 (-57,586/FY93)	190,889 (-12,184/RFP)	215,889 +25,000/6% Cut
Mid County	257,129	317,986 (+60,857/FY93)	298,907 (-19,079/RFP)	0
South East	265,973	344,654 (+78,681/FY93)	-323,975 (-20,679/RFP)	0
West Side	233,208	200,000 (-33,208/FY93)	188,000 (-12,000/RFP)	0
N Portland	262,419	200,000 (-62,419/FY93)	188,000 (-12,000/RFP)	213,000 +25,000/6% Cut
North East	289,426	303,083 (+13,657/FY93)	284,898 (-18,185/RFP)	0

cc: Gary Nakao  
Norm Monroe  
Michael Morrissey  
Marilyn Miller  
Margaret Moore

6-24-93

Handout #6



## MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3646  
TDD: 248-3683 FAX: 248-3656

BOARD OF COUNTY COMMISSIONERS  
GLADYS MCCOY • 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: Gary Nakao, Director  
Department of Social Services

FROM: Jim McConnell, Director *Jim McConnell*  
Aging Services Division (P)

DATE: June 24, 1993

SUBJECT: SOUTHEAST SENIOR SERVICE CENTER

Attached is a request for funding for a Southeast Senior Service Center. The ASD Branch office is being forced to move from its current leased office at 47th and SE Hawthorne by July 30, 1993. A space at 45th and SE Belmont has come available that is large enough to create collocated Senior Services programs. The amount of space available would allow us to co-house Senior Services, an adequate Senior Activity Center, a Loaves and Fishes meal site and other services.

We need to secure the site as soon as possible but we don't have the funds available for the expanded Senior Activity Center and the move.

I am requesting that you forward this request to the County Commissioners for consideration in the budget deliberations. The seniors are aware that we are making this request and some may be contacting the Commissioners' offices.

Space:

- 26,894 sq.ft. available
- 3 Floors accessible by Elevator and stairs.
- Ramp to the first floor off parking area.
- Ample off-street parking on the side and in the back of the building. Additional staff parking one block away.
- Owner remodeling space according to specifications.

Lease Conditions:

- Term shall be for 10 years
- Occupancy will be staggered over 6 months for various components.
- Tenant shall have full sublease rights.
- Tenant allowance equal to 2 months of ASD Office space to be used toward moving expenses.
- Property Tax savings passed on to the County.
- \$9.50/sq.ft. for full service. \$21,291 monthly and \$255,493 annual
- County will be prime lessee

Committed Tenants:

	'92-'93		'93-'94	
	sq. ft.	\$	sq. ft.	\$
- ASD Branch office	3400	35,620	6000	57000
- Portland Impact	1000	16,131	2000	19000
- S.E. Senior Center	2500	10684	4400	41800
- Loaves and Fishes			1180	11210
- A.A.R.P.			800	8000
- Perry Center			3400	34000
			17,780	\$171,010

Revenues:

Costs for existing programs and related space will be absorbed by the existing ASD budget (from various funding sources). New funds are needed as follows:

Senior Activity Center Space (including meal site and kitchen)	\$60,000
One time only costs of moving, renovation, capital and space costs for unleased space in FY 94	\$40,000

The budget does not include funds for Senior activities at the ASD policy is to provide the space and have Seniors

MULTNOMAH COUNTY AGING SERVICES DIVISION  
DEVELOPMENT OF A SOUTHEAST SENIOR CENTER

PROPOSAL FOR FUNDING  
AMOUNT OF REQUEST: \$100,000

JUNE 23, 1993

Recommendation:

That the County lease the Tabor Square Building at 4610 S.E. Belmont for use as the focal point multi-purpose Senior Center for the S.E. District.

Analysis:

Aging Services Division has a policy to co-locate senior programs in each district for easy access and program coordination. The minimum services co-located in a senior center are District Center Senior programs, Loaves and Fishes Congregate Meal Sites and ASD Medicaid Long Term Care Branch Offices.

Tabor Square presents a rare opportunity for the County to develop a full-service program for Seniors. Space of this kind and size is not easily available in the heart of Southeast Portland. While the space is more than the current programs need, the additional space available offers an opportunity for ASD to sublease to other providers offering services compatible with a full-service Senior Center, e.g.:

- Adult Day Care
- Recreation & Education Programs
- Health & Health Screening
- Beauty Shop
- Intergenerational (Elderly & Young People)

The building meets or exceeds expectations of ASD staff, providers, and Seniors at Portland Impact. The Southeast District is second only to Mid-County for Senior Center development on PMCoA's priority list.

Currently in the S.E., Portland Impact provides the contracted District Center Senior Program and ASD's Branch Office is co-located with Impact at the service center on S.E. 47th and Hawthorne. There is a meal program two days a week at this site, limited primarily by inadequate facilities. The current location is inadequate to house the programs and has no capacity to accommodate a full-service senior center and meal site. Portland Impact is the landlord at the current site.

Location:

Tabor Square Building, 4610 S.E. Belmont

- Central location for the S.E. District.
- On the East/West Belmont Bus line--North/South transfer

*Budget Public Hearing*  
*6-24-93*  
*Handout #5*

North Willamette Research and Extension Center  
15210 NE Miley Road  
Aurora, OR

BUDGET FY 93-94

-Extension Service

-Expenses

-Academic Salaries-----	\$272,075
-Support Staff-----	39,655
-Other Payroll Expenses-----	106,007
-Services & Supplies-----	43,976
-Capital Outlay-----	-0-

TOTAL \$461,713

-Revenues

-OSU Ext Ser Recurring Funds-----	\$326,043
-OSU Ext Ser Operational Support-----	22,500
-County Support-----	78,500
-Clackamas-----	\$16,225
-Marion-----	\$18,580
-Multnomah-----	\$10,925
-Polk-----	\$ 6,215
-Washington-----	\$16,810
-Yamhill-----	\$ 9,745

-Industry Support-----	26,710
------------------------	--------

-Grants & Contracts-----	7,960
--------------------------	-------

TOTAL \$461,713

-Agricultural Experiment Station

-Expenses

-Academic Salaries-----	\$265,225
-Classified Salaries-----	154,598
-Other Payroll Expenses-----	133,285
-Services & Supplies-----	124,635
-Capital Outlay-----	28,450

TOTAL \$706,193

-Revenues

-OSU AES Recurring Funds-----	\$470,243
-Industry Support-----	142,600
-Grants & Contracts-----	82,350
-Fees & Sales-----	11,000

TOTAL \$706,193

SUMMARY of FY 93-94 BUDGET

Total Expenses-----	\$1,167,906
---------------------	-------------

Total Revenues-----	\$1,167,906
---------------------	-------------

-OSU Extension Service-----	\$348,543
-----------------------------	-----------

-OSU Ag. Exp. Station-----	470,243
----------------------------	---------

-County Support-----	78,500
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-Industry Support-----	169,310
------------------------	---------

-Grants & Contracts-----	90,310
--------------------------	--------

\*\* Clackamas County rents the property to OSU rent free

RTM 6-23-93

Date: 6-24-93

**Testimony in Support of OSU/Multnomah County Extension Service  
Add Request for Funding of the  
North Willamette Research and Extension Center**

*Submitted by - Paul Sunderland, Multnomah County Extension Staff Chair*

I come to seek your support in re-engaging Multnomah County as a fiscal partner and investor with the other North Willamette counties in funding Extension horticultural programs at OSU's North Willamette Research and Extension Center. This is a part of Multnomah County's total overall Extension education effort in addressing the practical, informal education needs of people in the county.

This is about jobs and economic growth:

Agriculture is a \$54 million industry for Multnomah County with 77% of that coming from the labor intensive and high value crops such as ornamentals, greenhouse crops, small fruits and berries, and vegetable crops. Agriculture, directly or indirectly, accounts for 11% of the jobs in the metro area.

Today only 20% of Oregon's Ag production leaves the state in a processed or value-added form (national average is 45%). The goal is to double that sector which has the potential of creating 21,000 new jobs and contributing \$1.5 billion new dollars to Oregon's economy. Many of these jobs will be based in the metropolitan area.

The North Willamette Research and Extension Center is a successful example of regionalized service delivery as witnessed by Commissioner Hansen in a program conducted in April. The commercial horticulture industry (nursery, vegetable, and small fruits) is a highly specialized and dynamic segment of our local economy. To be effective in providing educational leadership, Extension agents at the Center have become more narrow in focus, more specialized, and more attentive to broader geographic areas and issues.

The center brings together research, Extension, industry and involved counties in an effort that helps keep our North Willamette area on the cutting edge of competition and on a positive economic growth track.

Multnomah County's fiscal support is important and critical to the cooperative agreement between funding sources for the center. Investment in the Center strengthens our total Extension effort in serving the county.

Thank you.

ADD PACKAGE REQUEST - \$10,925

FOR: Fiscal Support (1993/94) of the North Willamette Research and Extension Center (NWREC) per established Intergovernmental Agreement (1990).

The budget request to Multnomah County through the Multnomah County Extension Service for operational support of Extension agents at NWREC is \$10,925 for five agents serving ornamentals, small fruits and berries, fresh vegetables, and greenhouse crops. The 1993/94 requests to the counties in the NWREC Region include:

<u>County</u>	<u>Total/Agent</u>	<u>Total/ 5 Agents</u>
Clackamas	\$3,245	\$16,225
Marion	3,062	18,580
Multnomah	2,185	10,925
Polk	1,243	6,216
Washington	3,362	16,810
Yamhill	1,949	9,745

The agricultural industry contributes to this financial support of the center and its Extension programs through various commissions. In 1992 commodity groups provided the following financial support to the Extension Service at NWREC:

Blueberries	\$ 800
Caneberries	2,800
Vegetable producers	3,840
Nursery industry	6,400
Strawberries	<u>1,920</u>
Total	\$15,840

Agricultural producers also provide land, equipment, crops, and labor that enable Extension staff to conduct off-station demonstration trials and research projects.

In addition, Extension agents have received the following grants and contracts to conduct applied research and educational programs:

1.	Agricultural Research Foundation	
	a. Lettuce & Spinach Virus (McReynolds)	\$ 1,125
	b. Nursery (Regan)	3,500
	c. Boron on Berries (Kaufman)	1,580
2.	IR-A (McReynolds)	
	a. Pesticide Testing-Caul/Onion	1,500
	b. Pesticide Testing-Celery/Sw Corn	1,375
	c. Pesticide Evaluation/Education	4,250
	d. Pesticide Training	833
3.	OAN (Regan)	
	a. Nursery Research	3,000
4.	Northwest Christmas Tree Association	
	a. Christmas Tree Genetics (Brown)	<u>2,000</u>
	TOTAL	\$19,163

OSU Extension Service will continue to provide \$22,500 for operational support in addition to agent salaries and other payroll expenses. The total cost of the Extension program at NWREC is \$436,142. The request to Multnomah County is \$10,925 or 2.5% of the total budget. That support though comparatively small, is very important and critical to the cooperative agreement between funding sources.

This package enables Multnomah County to be an active partner with other North Willamette Counties in the continued operation of the North Willamette Research and Extension Center receiving benefit of five extension faculty working in commercial horticulture. Our contribution to the health and competitiveness of local growers, processors, nurserymen, and handlers of horticulture commodities benefits all of Oregon.

## North Willamette Research and Extension Center

### Mission Statement

Research and Extension Service programs at the North Willamette Research and Extension Center expand the frontiers of knowledge in production, processing, and utilization of horticultural commodities to improve economic and ecologic sustainability of the agricultural industry.

### Importance of Agriculture to Oregon

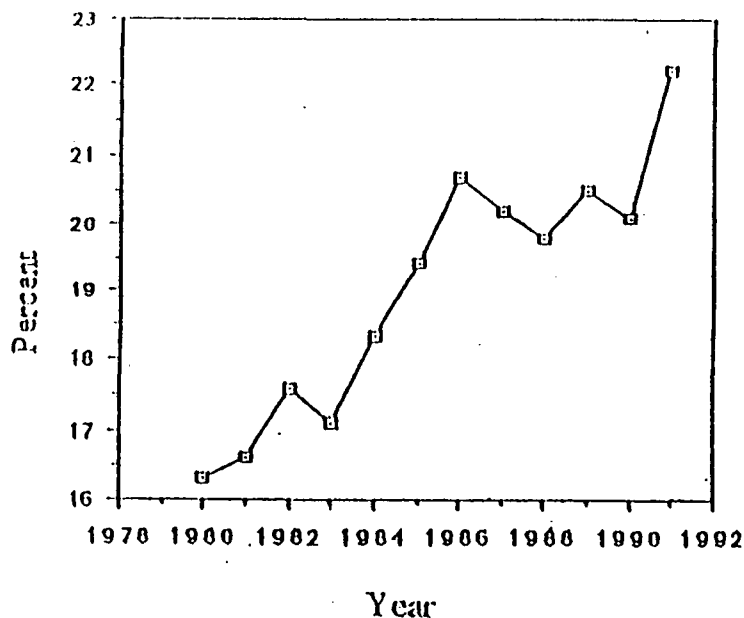
- Farm Gate Value	\$2.5 Billion
- Food Processing	1.5 "
- Service Sector	6.5 "
Total	\$10.5 Billion

- \* 27% of Oregon's Gross Economic Effort Is Agriculture
- \* 20% of Oregon's Jobs Are In Agriculture

### Importance of Agriculture to the Metro Area

- Over 20% of Oregon's farm sales come from the Metro Area	
* Clackmas (2)	\$219,258,000
* Multnomah (17)	54,135,000
* Washington (5)	160,942,000
* Yamhill (6)	154,538,000
Total	\$588,873,000

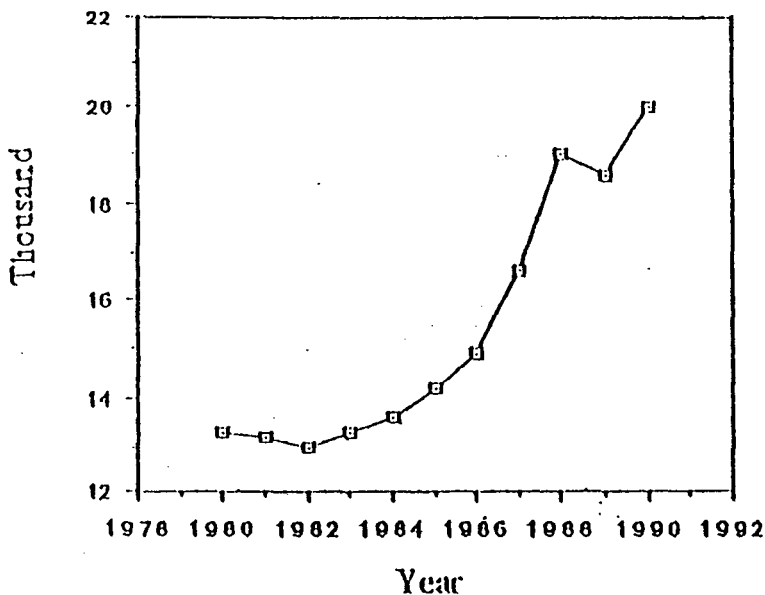
Percent of Oregon Farm Sales from Metro Counties



North Willamette Research and Extension Center  
Mission Statement  
Page 2

- In 1990, approximately 34,000 metro area citizens worked directly for Ag related firms
- 25,000 jobs were created by the spending of metro area agricultural industries and workers
- Agriculture, directly or indirectly, accounts for 9% to 11% of the jobs in the metro area
- Agricultural processing, suppliers, and service providers are growth industries in the metro area

Thousands of Agriculturally Related Covered Jobs in  
Metro Counties, 1980-1990



- Only 20% of Oregon's Ag production leaves the state in a processed or value-added form (national average is 45%). The goal is to double our value-added sector, thus creating 21,000 jobs and contributing \$1.5 billion to Oregon's economy.
- Other points or values of Ag
  - Without Ag's "critical mass" the Port of Portland would not exist as an international port
  - Ag is an important component of Oregon's tourism industry

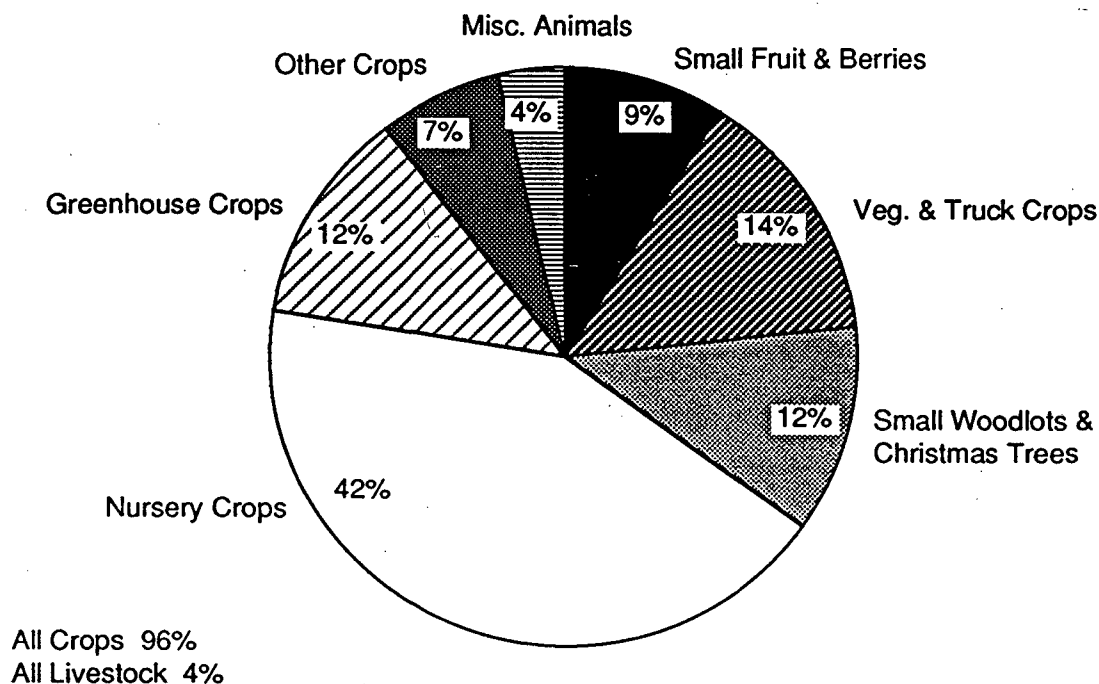
North Willamette Research and Extension Center

Mission Statement

Page 3

- The economic health of the metro area depends on agriculture and vice versa
- Agriculture is our leading and most stable natural resource sector

# AGRICULTURAL COMMODITY SALES MULTNOMAH COUNTY, 1992p



## 1992p Sales by Commodity

Small Fruit & Berries	\$ 4,776,000
Veg. & Truck Crops	7,862,000
Small Woodlots & Christmas Trees	6,365,000
Nursery Crops	23,000,000
Greenhouse Crops	6,400,000
Other Crops	3,754,000

**ALL CROPS \$ 52,157,000**

Misc. Animals \$ 1,978,000

**ALL LIVESTOCK \$ 1,978,000**

**ALL CROPS & LIVESTOCK \$ 54,135,000**

## Agricultural Sales by Year \$ 000

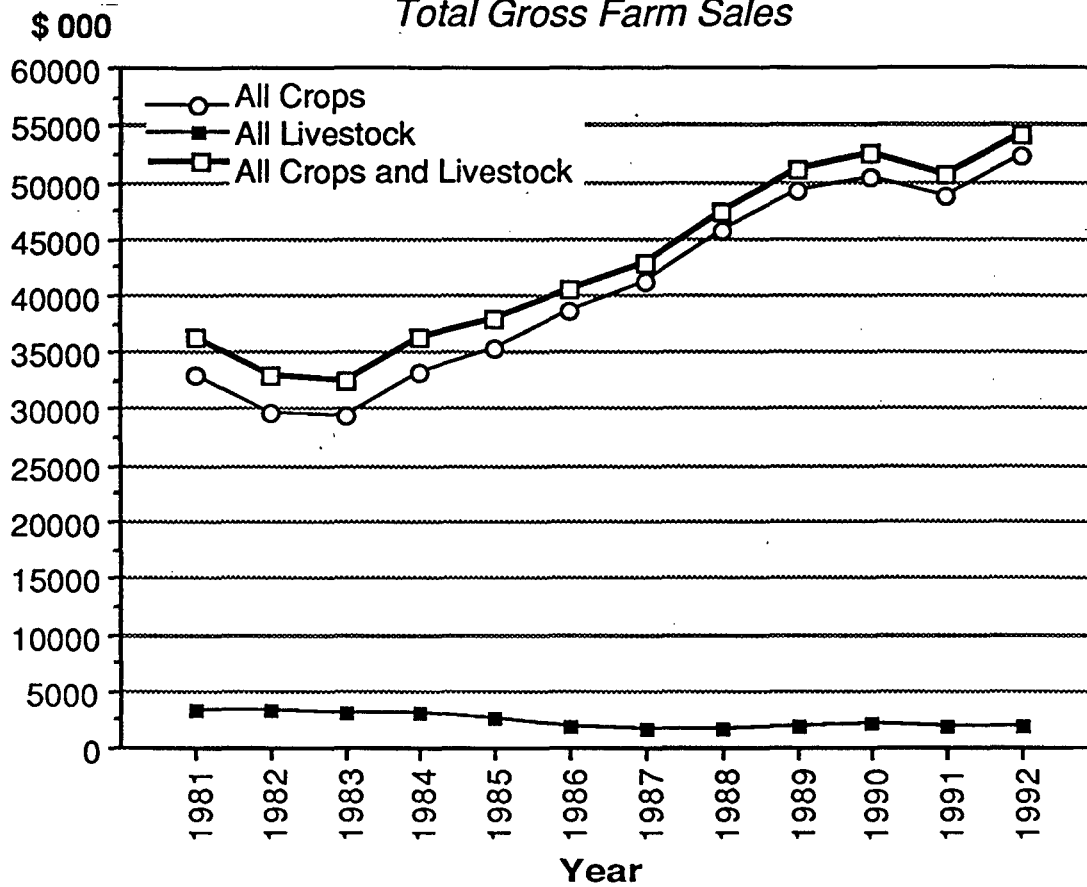
Year	Crops	Livestock	Total
1990	50,393	2,071	52,464
1991	48,707	1,895	50,602
1992p	52,157	1,978	54,135



Source: Economic Information Office  
Oregon State University  
December 15, 1992

# Multnomah County 1981-92

*Total Gross Farm Sales*



Source: Economic Information Office, Oregon State University

December 15, 1992

ITEM	ESTIMATED GROSS CASH FARM INCOME (000) \$		
	1990	1991	1992
GRAINS SUMMARY	848	922	966
HAY AND FORAGE SUMMARY	231	166	185
GRASS AND LEGUME SEED SUMMARY	120	109	153
FIELD CROP SUMMARY	700	401	306
TREE FRUIT AND NUT SUMMARY	300	282	364
SMALL FRUIT AND BERRY SUMMARY	4583	4856	4776
VEGETABLE AND TRUCK CROP SUMMARY	9224	7301	7862
SPECIALTY PRODUCT SUMMARY	34387	34670	37545
ALL CROP SUMMARY	50393	48707	52157
CATTLE	1048	954	995
HOGS AND PIGS	36	26	22
SHEEP AND LAMBS	31	24	36
DAIRY PRODUCTS	637	576	582
MISC. ANIMALS AND PRODUCTS	319	315	343
LIVESTOCK AND POULTRY SUMMARY	2071	1895	1978
ALL CROP AND LIVESTOCK SUMMARY	52464	50602	54135

ITEM	ESTIMATED ACRES		
	1990	1991	1992
GRAINS SUMMARY	4200	3600	3200
HAY AND FORAGE SUMMARY	4300	4300	4300
GRASS AND LEGUME SEED SUMMARY	450	450	450
FIELD CROP SUMMARY	490	300	250
TREE FRUIT AND NUT SUMMARY	160	143	163
SMALL FRUIT AND BERRY SUMMARY	1685	1540	1625
VEGETABLE AND TRUCK CROP SUMMARY	4540	2535	3170
SPECIALTY PRODUCT SUMMARY	90	100	110
ALL CROP SUMMARY	15915	12968	13268



Sent to all County Commissions

*Budget Public Hearing*

*6-24-93*

*Handout #2*

## CENTRAL CITY CONCERN

*Solutions To Homelessness & Chemical Dependency*

June 22, 1993

Administrative Office

709 N.W. Everett  
Portland, Oregon 97209-3517  
(503) 294-1681  
FAX (503) 294-4321

The Honorable Hank Miggins  
Acting Chair  
Multnomah County Board of Commissioners  
1120 S.W. Fifth Avenue, Room 1410  
Portland, Oregon 97204

Portland Addictions

Acupuncture Center  
727 N.E. 24th  
Portland, Oregon 97232  
(503) 239-0888

Hand-Delivered

Re: Funding for the Hooper Center

Dear Commissioner Miggins:

Hooper Center / CHIERS

20 N.E. Martin Luther King, Jr. Blvd.  
Portland, Oregon 97232  
(503) 238-2067

We are asking for an additional \$99,868 beyond the amount that has been identified as available by County staff to operate the Hooper Center for 1993-94. We need this funding in order to be able to operate the program at its current levels.

The additional funding is primarily attributable to four budget line items. First, our Workers Compensation rates have increased by 15 percent because we are in the SAIF assigned risk pool. This is beyond our control. Our experience rating -- the number and severity of our injuries -- has improved every year for past three years. Unfortunately, all entities in the assigned risk pool were given this across-the-board rate increase. Second, our utilization rate in Subacute Detox has increased significantly. We have worked hard to take in more clients and to reduce the amount of people leaving the program early. Our success has resulted in higher food bills, laundry bills, and other costs associated with caring for people 24 hours a day. Third, our medical supply costs have increased faster than the general rate of inflation. This would have been a problem in any event; our higher utilization rate in Subacute Detox makes the problem severe. Finally, we have wage increases of between three and five percent (depending on seniority) that will take effect July 1, 1993.

BOARD OF DIRECTORS

Dean Gisvold  
Chairperson

George Sheldon  
Vice Chairperson

Larry Naito  
Secretary

Judith Mandt  
Divan Williams, Jr.  
Linda Girard  
Daniel J. Haftorson

Deborah Wood  
Executive Director

The Honorable Hank Miggins  
June 22, 1993  
Page 2

We have examined our programs vigorously to see if there are opportunities for cost savings. We cannot reduce our "front line" staff levels, since they have been mandated by our Medical Director. In fact, we have just completed the State review for our license, and the review staff expressed significant concern that we are under-staffed. We examined the possibility of reducing management staff. However, with most staff positions responsible for making life and death decisions, we need to have a small enough span of control for staff to receive proper supervision. Reduced supervision, we concluded, posed too great a threat to client welfare.

We have therefore come to the conclusion that we need the extra funding to continue our operations, or be faced with reducing services. Since these services are crucial to the community, we hope the County Commission will agree to the increased funding level. For your information, the County Alcohol and Drug Program staff and the Mental Health, Youth and Family Services Division staff have reviewed our request, and concur in the need for the additional funds to continue the present level of operations.

We apologize to the Commission for bringing this request to your attention so late in the process. Unfortunately, information trickles down to subcontractors very slowly. There is no process for us to build a budget in conjunction with County staff. It is only after the budgets have been largely constructed that we are told how much money may be available to us.

We have been working very hard on Nickel-A-Drink in the Legislature, and are optimistic that it will pass at some level. If it does, and funding is allocated for the kinds of services undertaken at the Hooper Center, we will obviously look to those funds to reduce the County's burden in paying for Hooper services. Also, our request to you was made without knowing if there will be an across-the-board cost of living adjustment given to County subcontractors. Our request does not factor in a County cost of living adjustment, and would be reduced to the extent that one will be available.

I will come to the public hearing on Thursday. Meanwhile, please feel free to call me at 294-1681 with any questions about this letter. I am sorry to have to ask for this funding. However, the services at the Hooper Center are vital to our community. Central City Concern works very hard to provide quality service at the lowest possible cost.

The Honorable Hank Miggins  
June 22, 1993  
Page 3

We deeply appreciate the care you have for our work and the needs of the people in the community. I very much hope that you will ensure that there is enough funding available for us to continue our program at its current level.

Sincerely,



Deborah Wood  
Executive Director

cc: Ed Blackburn  
Gary Smith  
Norma Jaeger

June 23, 1993

The Hooper Center total projected operating deficit for 1993/94 is \$99,868.32. Assuming that COLAs will be passed on from both Multnomah County and the State of Oregon, that projected deficit would be reduced to \$48,217.67. This number is the result of increased costs to the Hooper Center as the result of Higher utilization and certain personnel costs that are difficult for us to control.

Examples of increased costs:

Workers Compensation	+ \$17,841
Health Insurance	+ 11,224.49
Medical Supplies	+ 5,318.49
Medicine	+ 6,540.
	<hr/>
	+ \$40,923.49

INCREASED UTILIZATION OF SUBACUTE

From July 1991 through April 1992 there were 1,890 admissions to the Hooper Subacute program. For the same period for 1992/93 there were 2,162 admissions or an increase of 14%.

In 1991/92 we averaged about 186 admissions per month. This years increase of 272 admissions then represents an additional 6 weeks worth of admissions compared to last year. By the end of June we expect that this figure will be closer to 2 months worth of increased service.



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES  
ALCOHOL AND DRUG PROGRAM OFFICE  
426 S.W. STARK STREET, 6TH FLOOR  
PORTLAND, OREGON 97204  
(503) 248-3696  
FAX (503) 248-3379

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

March 22, 1993

Ed Blackburn  
20 NE Martin Luther King Blvd.  
Portland, Oregon 97209

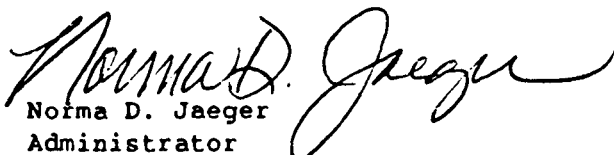
Dear Ed:

I want to take this opportunity to comment on the trend we have observed in the utilization of the subacute detoxification program. It seems, based on preliminary examination of the numbers, that you are consistently having a rate at or above 75% utilization of your beds. I know this has been accomplished with much hard work and creative problem solving on your part and on the part of many other staff. Please know, and share with your staff, that this effort is recognized and appreciated.

It is also worth mentioning that the Detox program is seen as a very important point within the overall system but one which is not always well understood. In this Measure 5 and health care reform climate, it is quite critical that efforts to improve program performance (such as the increased utilization) be made and be effective. Without such efforts it becomes increasingly difficult to just maintain existing levels of funding and virtually impossible to increase funding.

Again, congratulations on your work on the detox utilization rates. It has definitely strengthened your program's position as far as continued funding is concerned.

Sincerely,

  
Norma D. Jaeger  
Administrator

TESTIMONY ON JUNE BUDGET WORK SESSIONS

June 24, 1993

Mr. Chair, members of the Board of County Commissioners, my name is Muriel Goldman. I am here representing the Citizen Budget Advisory Committee of the DSS Central Advisory Board. We met on Monday of this week to discuss the projected increase in revenue of \$3.6 million and how that revenue might be applied to the county budget before it is finalized this month.

The following criteria which we described to you in detail at the April hearing, continue to guide our recommendations:

- ◆ Human Services, with special attention to services for Children and youth, are the Number 1 priority for Multnomah County.
- ◆ Budget cuts and restorations should reflect this priority.

Therefore, these are our recommendations for the use of some of the additional revenue: The first priority should be restoration of current programs. The second priority should be addition of new programs that will enhance the lives of our citizens.

1. Restore current programs remaining on the DSS cut list which we recommended for restoration to the budget during the April budget deliberations:

- **HCSD Youth Program Services** - @ \$100,000 (\$50,000 out of \$147,131 was restored in April to two youth service centers) Either the youth service centers or the gang outreach programs are at risk if this money is lost to the Youth Program Office. The DSS is talking about developing the youth service centers into integrated child and family service centers. This cannot be done with fewer resources. Also, now is not the time to reduce gang outreach efforts. Recent data indicate rising gang involvement among other ethnic groups such as Hispanic and SE Asian youth, in addition to African-American youth.

- **MHYFS DD Parent Education Services** - \$23,958  
- **MHYFS DD Respite Services** - \$76,163

Parent Education Services serve families where one or both parents have developmental disabilities and are at risk of losing their children through abuse. The Respite Services program serves families who have one or more children with serious disabilities and they are also at risk of abusing them. This program served 157 families during the last six months of 1992.

- **JJD Tracker** - \$46,680

- **HCSD Homeless Case Management Services** - \$36,783

- **ASD Public Guardian** - \$9,000

2. Our new program recommendations are as follows:

A. From the DSS list:

- **Gang Resource Intervention Team** - @ \$100,000

Loss of two staff due to a reduction in federal grant funds would significantly impact the program's ability to reduce gang involvement of our youth. This program has made a significant difference in reducing Multnomah County's commitments to the training schools and successfully turning around the behavior of some of the young men involved in the program.

**- Youth Employment - \$20,000**

This collaborative program between the county, city and PIC would address the needs of PIC eligible youth in JJD and should be funded.

**- Hooper Detox - \$100,000**

To cover additional unanticipated but required program expenses.

**- Head Start Program in North Portland - @\$50,000 to \$60,000**

To add an additional mental health worker. Currently the program has one mental health worker for over 300 children and their families. Research shows that the mental health component is critical to the success of head start programs for high risk preschool age children.

**- An additional PDS in the A & D program** to carry out the audit recommendations. Cost information not available at time of our consideration.

**B. From the BCC Programs on their Prioritized Work Sheet:**

**- Hispanic Outreach contribution - \$100,000**

This item also has been on our CAB's priority list if new funds were made available.

**- Gatekeeper Program (restore) - \$32,000**

**C. We also are recommending an item on the prioritized work sheet list that is in the Health Department, even though we are no longer the CBAC for Health. Prenatal care is a social service as well as a health issue. Babies born of mothers who lack prenatal care are more likely to have birth defects, low birth weight or other problems which impact the county social service system as well as its health care system.**

**- Restore Prenatal Care at Outside-In - \$10,000**

This is a critical resource for homeless teens and other women who will not or cannot access the county clinics.



# MULTNOMAH COUNTY, OREGON

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**BOARD OF COUNTY COMMISSIONERS**

HANK MIGGINS  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

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

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**TO:** Acting Chair Hank Miggins  
Commissioner Tanya Collier  
Commissioner Gary Hansen  
Commissioner Sharron Kelley  
Commissioner Dan Saltzman

**FROM:** Dave Warren, Budget Manager *DCW*

**DATE:** June 28, 1993

**SUBJECT:** Adopting the 1993-94 Budget

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On June 29, 1993, you will be asked to adopt the 1993-4 Budget. I have attached five lists of amendments that I hope will simplify the process of adopting the budget:

1. a list of technical amendments (without program impacts) printed on yellow paper
2. a list of carryover amendments (of items originally budgeted in 1992-93) printed on pink paper
3. a list of revenue amendments (items funded with dedicated revenue, or simple additions or changes to the revenue side of the General Fund) printed on green paper
4. a list of the items you tentatively approved on June 25, 1993 printed on white paper
5. a list of the remaining program amendments that the Board has not yet approved or rejected printed on blue paper.

I will recommend that the Board approve the first three lists of amendments without dealing with the amendments individually -- much as the Board deals with the consent agenda.

I will also recommend that the Board approve the tentative agreements of June 25. However, I believe two points of clarification should still be made publicly:

1. the payment to the Association for Portland Progress should either be earmarked for Project Respond, or clearly identified as the County's pro-rata share of the voluntary assessment requested by the Economic Improvement District;
2. the reserve amount of \$1,560,000 can be placed in unappropriated balance, or it can be held in General Fund Contingency. If it is placed in unappropriated balance, the Board cannot legally access that amount during 1993-94. That is my recommendation, but given our general uncertainty about the impact of the Legislature on our requirements and revenues, you will get no argument from me if you choose to leave this first year's contribution in contingency.

Finally, the Board should review the list of "Program Amendments outstanding 6/29." This list has a number of issues on it that should be considered, even if the Board chooses not to approve them. For example, there are several proposals to spend dedicated revenues on programs that are not now in place. These expenditures will

Adopting the 1993-94 Budget  
June 28, 1993

have no impact on the General Fund, but the Board should hear what the proposals are before deciding whether to approve them.

I believe, in addition, that the Board has left the following issues to be resolved when the Legislature has completed its work and we can determine what the effects of that work are.

1. the number of Probation Officers on the County payroll -- an issue we cannot resolve until we know what the State budget contemplates.
2. enhancements to security at the Courthouse -- again uncertain until we know whether the State imposes court fees dedicated to security.
3. a contribution to Outside-In's Needle Exchange program -- dependent on the support from Portland as well as on the overall impact of State legislation on the County.
4. an increase in the contract for detox services -- dependent on the overall impact of State legislation on the County.
5. additional restoration of funding for primary care health teams -- dependent on resolution of State financial impacts on the County.

The Board has specifically reserved \$767,763 to deal with the first two of these issues, and will consider the others when those items are disposed of.

These are my assumptions about the budget just before it is adopted. If I can answer any questions, I can be reached at 248-3822.

c. Gary Blackmer  
Ginnie Cooper  
Tamara Holden  
Gary Nakao  
Billi Odegaard  
Mike Schrunk  
Bob Skipper  
Betsy Williams  
Patrol

AMENDMENTS SORTED BY TYPE		6/28/93			
			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
<b>TECHNICAL AMENDMENTS</b>					
<b>DSS 1</b>	Changes Indirect Cost rate in MHYFS	(285,044)	0	T	
<b>DSS 2</b>	Changes title of Prog Dev Spec to Comm Liaison Spec and reclasses Prog Sup to Prog Svcs Admin in MHYFS Regional Drug Initiative Program	0	0	T	
<b>DSS 4</b>	Increases rent cost in MHYFS/DD, based on increased rent revenue	1,552	0	T	
<b>DSS 7</b>	MHYFS adds 1 Clinical Records Tech in Child/Adolescent MH to insure Title XIX billing, cuts 0.58 MH Consultant and 0.25 OA2	886	0	T	
<b>DSS 10</b>	Reclasses 3 MHYFS positions to reflect April changes.	0	0	T	
<b>DSS 11</b>	Reduces 1 A&D Eval Spec/Lead in MHYFS, adds A&D Eval Spec and Temporary	0	0	T	
<b>DSS 13</b>	Reclassifies 2 JJD positions: OA2 to OA Sr, and Juv Couns Supv to Juv Couns Admin	0	0	T	
<b>DSS 14</b>	Changes indirect cost rate in JJD	(102,268)	0	T	
<b>DSS 18</b>	Shifts rent in ASD to Bldg Mgmt for NE Branch Bldg, adds copy machine lease	1,657	0	T	

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AMENDMENTS SORTED BY TYPE		6/28/93			
			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>TECHNICAL AMENDMENTS (continued)</b>				
<b>DSS 24</b>	Adds State DHR revenue to Community Action, reclasses Prog Dev Spec to Prog Coord, reduces Utility Rebate revenue	(576)	0	T	
<b>HD 10</b>	Converts on-call translator budget to 2.9 translators	0	0	T	
<b>HD 12</b>	Changes Indirect Cost rate	981,415	110,108	T	
<b>HD 14</b>	Reclassifies positions	0	0	T	
<b>DCC 1</b>	Reclassifies Corrections Counselor to Prog. Development Specialist in the Southeast District Office	0	0	T	
<b>DCC 2</b>	Reclassifies District Manager to Program Development and Evaluation Mgr in Contract Services program	0	0	T	
<b>DCC 4</b>	Includes Indirect Costs omitted in error	12,025	12,025	T	
<b>DCC 5</b>	Changes revenue sources from State, creates a new revenue source from State, "Parole Hearings" - \$86,500 decreases Field Allocation revenue (\$86,500)	0	0	T	
<b>DA 2</b>	Reclassifies 2 Clerical Unit Supv to Lead Legal Assts.	0	0	T	
<b>MCSO 22</b>	Cuts 1 OA2 in the alarm unit because decreased false alarms reduce the workload.	0	(1,876)	T	

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		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>TECHNICAL AMENDMENTS (continued)</b>				
<b>MCSO 23</b>	Brings the Columbia Villa SAT budget into line with the HAP contract; reduces HAP revenue.	(119,480)	(19,945)	T	
<b>MCSO 24</b>	Reduces Indirect Costs in Sheriff's Office	(307,443)	(10,890)	T	
<b>DES 1</b>	Adjusts Fair budget	25,760	4,922	T	
<b>DES 2</b>	Budgets 3 mos. operation for Expo until transfer to METRO	419,788	0	T	
<b>DES 3</b>	Budgets 3 mo operation for Parks until transfer to METRO	1,017,963	0	T	
<b>DES 4</b>	Reclassifies 2 Custodians to Fac. Mtce Workers in Fac. Mgt.	0	0	T	
<b>DES 5</b>	Increases Fleet budget to match Svc Reimb. revenue	298,324	0	T	
<b>DES 6</b>	Increases Distribution budget to match Svc Reimb revenue	41,680	0	T	
<b>DES 7</b>	Reclassifies 4 positions, adjusts minor project amounts in Transportation	0	0	T	
<b>DES 8</b>	Deletes Data Analyst position in A&T, adds Commercial Property Appraiser	0	0	T	
<b>DES 9</b>	Increases BWC in Assessment District Fund, transfers balance to General Fund	15,000	15,000	T	

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>TECHNICAL AMENDMENTS (continued)</b>				
<b>DES 28</b>	Budgets full operations cost of Walnut Park in Facilities Mgmt.	300,000	(59,003)	T	
<b>DLS 9</b>	Corrects error in computing cost of St Johns Branch Supervisor	8,260	(7,782)	T	Chair's Recommendation 6/21
<b>NOND 16</b>	Changes Carryover of forfeitures revenue to BWC in General Fund, and transfers it to Justice Special Oper. Fund	1,279,823	0	T	
<b>NOND 20</b>	Records value of General Fund Inventory	490,000	0	T	
	<b>SUBTOTAL TECHNICAL AMENDMENTS</b>	<b>4,079,322</b>	<b>42,559</b>		

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
<b>CARRYOVER AMENDMENTS</b>					
<b>DSS 6</b>	Reappropriates \$26,572 in MHYFS/Case Mgt, received from State MH grant in 92-3, buys LAN upgrade, consultation	26,572	0	C	
<b>HD 5</b>	Carries over teen clinic projects that will not be complete before June 30	37,004	0	C	
<b>DA 4</b>	Carries over \$3,138 for equip ordered for Gresham from the DA's liquor law enforcement revenue, but not yet received	3,138	0	C	
<b>MCSO 16</b>	Carries over Jail Levy Fund appropriation to complete the video imaging project	55,217	0	C	
<b>MCSO 17</b>	Carries over balance of Serial Levy Fund (Fund 160) and transfers it to General Fund.	7,000	7,000	C	
<b>DES 10</b>	Carries over 14,004 for software ordered by A&T but not delivered prior to June 30	14,004	0	C	
<b>DES 11</b>	Carries over Data Processing Fund appropriations for Uninterruptable Power Supply project	125,487	0	C	
<b>DES 12</b>	Carries over Chinook Landing grant funding	15,000	0	C	
<b>DES 13</b>	Carries over Expo Professional Services for feasibility study	47,500	0	C	
<b>DES 14</b>	Carries over Capital in Distribution Fund for folder/inserters ordered but not yet received	19,700	0	C	

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>CARRYOVER AMENDMENTS (continued)</b>				
<b>DES 15</b>	Carries over Fleet equipment appropriations	201,400	0	C	
<b>DES 16</b>	Carries over contract in Fac. Mgt. for mowing at Edgefield	3,775	0	C	
<b>DES 17</b>	Carries over CIP appropriations for projects not complete	217,474	0	C	
<b>DES 18</b>	Carries over maintenance and consulting contracts in Fac Mgt in General Fund and at Inverness	127,294	0	C	
<b>DES 19</b>	Carries over Professional Services in Planning for rural areas planning program	30,050	0	C	
<b>DES 20</b>	Carries over Professional Services and Printing contracts in LCDC grant program	19,404	0	C	
<b>DES 21</b>	Carries over Professional Services in DES Admin for BOE procedures manual and training	5,000	0	C	
<b>DES 22</b>	Carries over DES Admin allocation for possible nuisance enforcement contract with Portland and software installation that will not be complete by June 30	24,196	0	C	
<b>DES 23</b>	Carries over Capital Improvement Fund appropriation for Purchasing system, not yet complete	53,365	0	C	
<b>DES 24</b>	Carries over A&T contract upgrading data entry software	15,000	0	C	

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>CARRYOVER AMENDMENTS (continued)</b>				
<b>DES 34</b>	Carries over \$721 for furniture in Planning	721	0	C	
<b>DLS 10</b>	Carries over appropriations for Library materials ordered but not yet received	70,052	0	C	
<b>DLS 12</b>	Carries over trust accounts in Library	3,715	0	C	
<b>NOND 6</b>	Carries over CIC printing for Service Directory (being delayed until new Chair is elected).	2,800	0	C	
<b>NOND 7</b>	Carries over printing and Capital (for Fork Lift) at Purchasing	21,000	0	C	
<b>NOND 12</b>	Carries over Emp Svcs M&S to buy equipment for Mead Bldg training room	15,500	0	C	
<b>NOND 13</b>	Carries over Spec. Approp. Data Processing projects	446,309	0	C	
	<b>SUBTOTAL CARRYOVER AMENDMENTS</b>	<b>1,607,677</b>	<b>7,000</b>		

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			Effect on		
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Amendment		Increase/ (Decrease)	Increase/ (Decrease)	Amend.	
Number	Description			Type	NOTES
<b>REVENUE AMENDMENTS</b>					
<b>REV 1</b>	Records additional General Fund revenue estimate	3,794,279	3,794,279	R	
<b>DSS 3</b>	Adds video lottery money to MHYFS/A&D budget, funds gambling addition treatment, a reclassof Prog Sup to Prog Svcs Admin, consulting, and computer equipment	312,144	3,377	R	
<b>DSS 5</b>	Adds \$254,358 to MHYFS/Case Mgt from State MH grant, adds 3.5 Case Mgrs, reclasses Admin Analyst and Comm Svcs Admin to Prog Svcs Admin, increases contract \$	254,358	0	R	
<b>DSS 8</b>	Adds \$70,000 to MHYFS from school districts for school mental health, increases Title XIX revenue estimate, adds 3.17 MH Consultants	211,611	0	R	
<b>DSS 9</b>	Adds Data Analyst position to MHYFS based on additional State MH, video poker, and DD revenue		1,123	R	
<b>DSS 12</b>	Carries over JJD revenue from Casey Grant, JJDelinquency Prevention, Y.E.P. Bonneville, supports summer employment programs	176,627	0	R	
<b>DSS 16</b>	Adds to JJD estimates for Governor's Anti-Gang and Casey Foundation grants.	900,000	6,256	R	
<b>DSS 17</b>	Adds Older American Act revenue to ASD, adds estimated donations for Gatekeeper program	150,201	0	R	

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		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>REVENUE AMENDMENTS (continued)</b>				
<b>DSS 19</b>	Adds Family Care Network revenue to ASD, adds Case Mgr 2	42,024	4,368	R	
<b>DSS 20</b>	Adds Title XIX and licensing revenue to ASD, adds 2 Prog Dev Pec and OA2	186,002	8,000	R	
<b>DSS 21</b>	Adds Client-Employed provider and Portland revenue to ASD, increases support for E. County District Sr. Ctr	14,298	0	R	
<b>DSS 22</b>	Adds HCSD grant revenues, increases contracts for low income / homeless svcs, energy assistance, and weatherization	4,291,273	9,969	R	
<b>DSS 23</b>	Adds Student Retention Initiative and OYYSC revenue to Youth Program Office, revises staffing	31,530	0	R	
<b>HD 1</b>	Adds revenue from Medicaid Agency settlement	575,712	575,712	R	
<b>HD 2</b>	Adds revenue from WIC grant, adds 2 Health Info Spec/2 and Dietitian	101,574	4,299	R	
<b>HD 3</b>	Adds grant from OHSu (CaCoon grant), adds 1.5 CHN and 0.25 OA2	127,412	4,436	R	
<b>HD 4</b>	Adjusts revenues that have changed since January	218,234	8,543	R	
<b>HD 7</b>	Increases Prenatal grant, adds 1.65 staff	105,728	4,446	R	

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>REVENUE AMENDMENTS (continued)</b>				
<b>HD 8</b>	Increases ADC revenue, restores AIDS physician	62,000	0	R	
<b>HD 9</b>	Adds REEP/patient fee revenue estimates, increases Professional Services, converts temporary to 0.5 OA2	93,088	0	R	
<b>HD 16</b>	Adds Refugee Screening and TB followup revenue, adds 0.7 CHN and 1 OA2	70,244	2,954	R	
<b>DCC 3</b>	Increases Field Allocation revenue by \$218,714, adds 1 Corr. Tech and 3 Probation/Parole Officers	218,714	23,253	R	
<b>DCC 6</b>	Appropriates \$100,000 from Portland for their share of STOP program	100,000	0	R	
<b>DA 1</b>	Adds \$5,000 of additional Federal revenue to pay part of additional rent cost for CCU and Gang Units displaced from Peterson Bldg.	5,000	0	R	
<b>DA 3</b>	OTSD grant does not pay bar dues or indirect costs, both of which were assumed in the Approved Budget. This amendment reduces the grant budget and the reimbursement revenue to the General Fund	(330)	(7,416)	R	
<b>DA 5</b>	Revises video lottery allocation, adds \$20,000 for survey of law enforcement needs, adds \$15,000 for Temporary help. Adds \$5,938 additional video lottery revenue	9,203	0	R	

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			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
	<b>REVENUE AMENDMENTS (continued)</b>				
<b>MCSO 18</b>	Appropriates balance of ODOT traffic enforcement grant	2,652	0	R	
<b>MCSO 19</b>	Implements agreement with METRO where Sheriff serves as lead agent in solid waste enforcement effort, adds 1 Sgt	326,898	10,180	R	
<b>MCSO 20</b>	Cuts 1 CSO from ISP because of reprogrammed CCA money	(62,100)	(4,981)	R	
<b>MCSO 21</b>	Adds 12 beds at MCRC using CCA money, adds 1.25 Corrections Counselors and 1 CO	163,715	9,383	R	
<b>DES 25</b>	Adds \$800,000 to Transportation Division to include utilities in Foster Road project	800,000	0	R	
<b>DLS 13</b>	Adds revenue from Clackamas County for housing LINCC reference staff at Central	4,250	4,250	R	
<b>NOND 9</b>	Adds Columbia River Interpretive Project grant revenue	88,597	0	R	
	<b>SUBTOTAL REVENUE AMENDMENTS</b>	<b>13,374,938</b>	<b>4,462,431</b>		

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		6/28/93			
			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
<b><u>TENTATIVELY APPROVED, JUNE 25</u></b>					
<b>DSS 25</b>	Adds veteran services program through contract with Clackamas County	16,784	(4,050)	P	Agreed by BCC 6/25, Chair's recommendation 6/21 - "new program"
<b>DSS 27</b>	Adds General Fund support for PIC training of juveniles	20,000	(20,000)	P	Agreed by BCC 6/25, Chair's recommendation 6/21 - "reconsider decision"
<b>DSS 29</b>	Adds contribution to Leaders Roundtable	10,000	(10,000)	P	Agreed by BCC 6/25, Chair's "oversight" 6/21
<b>DSS 30</b>	Adds contribution to Hispanic Outreach	100,000	(100,000)	P	Agreed to by BCC on 6/23, received Board ranking of 7 in April
<b>DSS 31</b>	Adds contribution for Project Respond or equivalent	83,808	(72,000)	P	Agreed to by BCC on 6/23, received Board ranking of
<b>DSS 32</b>	Restores Gatekeeper program	37,248	(32,000)		Agreed to by BCC on 6/23
<b>DSS 33</b>	Review School Mental Health funding (note: review	75,340	(75,340)		Agreed to by BCC on 6/23
<b>DSS 34</b>	Reduces YSC contribution by \$14,000, reallocates remaining appropriation so that no center receives less than \$200,000 from this source	(14,000)	14,000	P	<b><i>New amendment by BCC on 6/25</i></b>
<b>HD 13</b>	Restores Corrections Mental Health budget	92,000	(92,000)	P	Agreed to by BCC on 6/23, Chair's recommendation
<b>HD 18</b>	Restores \$10,000 cut from pre-natal program at Outside In	12,356	(10,000)	P	Agreed to by BCC on 6/23
<b>HD 19</b>	Partially restores Executive Budget reductions in Primary Care teams	285,175	(285,175)	P	<b><i>New amendment by BCC on 6/25</i></b>
<b>DCC 9 Rev</b>	Reserves cost of 12 PPO's in GF Contingency	506,156	(506,156)	P	Agreed to by BCC on 6/23, received Board ranking of
<b>MCSO 25</b>	Reclassifies two positions as approved by the Board	8,403	(8,403)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 26</b>	Reclassifies OA2 to Sr. Fiscal Asst. to comply with a grievance settlement	6,313	(6,313)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 27</b>	Adds appropriation for cellular phone line charges	12,000	(12,000)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 28</b>	Adds overtime to cover employees filling behind employees	18,000	(18,000)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 29</b>	Adds appropriations for data entry, training and supplies for	42,823	(42,823)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 30</b>	Restores 4 work crews at Inverness	240,318	(240,318)	P	Agreed to by BCC on 6/23, received Board ranking of
<b>MCSO 37a</b>	Adds one Deputy to Multidisciplinary Child Abuse Team	64,577	(64,577)	P	Agreed to by BCC on 6/23, received Board ranking of 6 in April
<b>MCSO 39</b>	Reserves cost of Courthouse Security in GF Contingency	261,607	(261,607)	P	Agreed to by BCC on 6/23, received Board ranking of 3 in April

		6/28/93			
		Change Amt.	Effect on GF Contingency		
Amendment		Increase/ (Decrease)	Increase/ (Decrease)	Amend. Type	NOTES
<b>Number</b>	<b>Description</b>				
<b><u>TENTATIVELY APPROVED, JUNE 25 (continued)</u></b>					
<b>MCSO 45</b>	BOEC payment for ambulance dispatch	75,000	(75,000)	P	Chair's recommendation 6/21 - "oversight"
<b>DES 31</b>	Restores full Land Use Planning direct mail allocation	5,000	(5,000)	P	Agreed to by BCC on 6/23, received Board ranking of 3 in April
<b>DES 32</b>	Restores Animal Control Field Response Team	101,900	(101,900)	P	Agreed to by BCC on 6/23, received Board ranking of 5 in April
<b>DES 33</b>	Replaces money for the Hearings Officer and court reporting services in Land Use Planning	11,000	(11,000)		Agreed to by BCC on 6/23, received Board ranking of 6 in April
<b>CIP 1</b>	Construction Needs: ADA 320,000, CIP priorities totalling \$355,000	675,000	(675,000)	P	Agreed by BCC 6/25, Chair's Recommendation 6/21
<b>DLS 9</b>	Corrects error in computing cost of St Johns Branch	8,260	(7,782)	T	Chair's recommendation 6/21 - "oversight"
<b>DLS 11</b>	Increases Volunteer Coordinator to Full Time	19,209	(18,098)	P	Chair's recommendation 6/21 - "oversight"
<b>NOND 10 R</b>	Adds appropriation to Finance for validation suit seeking use of bond proceeds for bldg rent while Central is remodeled - assumes suit will be uncontested	5,250	(5,250)	P	Revised by BCC 6/25, Chair's recommendation 6/21 - "new program"
<b>NOND 11</b>	Increases Aff. Action OA2 to Full Time	15,273	(15,273)	P	Agreed by BCC 6/25. Chair's recommendation 6/21 - "oversight"
<b>NOND 17</b>	Transfers Hispanic Coordinator from Chair's Office to DSS	0	0	P	Agreed to by BCC on 6/23, received Board ranking of
<b>NOND 18</b>	Adds support to regional North Willamette Research and Extension Center as requested by OSU Extension, Multnomah County equivalent of contributions from other counties in the region.	10,925	(10,925)	P	Agreed by BCC on 6/25
<b>NOND 21</b>	Set aside \$1.56 million as a countercyclical reserve	0	(1,560,000)	P	Discussed 6/23, tentative agreement 6/25
	<b>SUBTOTAL</b>	2,805,725	(4,331,990)		

		6/28/93			
			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
<b>PROGRAM AMENDMENTS outstanding 6/29</b>					
<b>DSS 15</b>	Restores Juvenile Tracker cut in Exec Budget	46,680	(46,680)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>DSS 26</b>	Adds General Fund support for GRIT at JJD, replaces lost grant revenue	100,000	(99,177)	P	
<b>DSS 28</b>	Adds capital for remodeling Sr. Ctr to ASD budget	100,000	(100,000)	P	
<b>HD 6</b>	Continues illegal dumping enforcement until funds run out	15,000	0	R	Moved to program amendment list at Commissioner Kelley's request
<b>HD 11</b>	Restores 2 Primary Care Teams cut in Executive Budget	571,964	(507,240)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>HD 15</b>	Restores pathology assistance cut in Executive Budget	111,133	(74,533)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>HD 17</b>	Adds Needle Exchange program support	39,435	(35,000)	P	
<b>DA 6</b>	Appropriates forfeitures revenue to cover remodeling of 8th floor of Courthouse for drug unit	511,357	0	P	
<b>DA 7</b>	Support STOP from GF, not forfeitures, restore M&S cuts	139,556	(139,556)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>MCSO 2 Re</b>	Adds 4 Fac. Sec'ty Officers , x-ray equipment, and building modifications to enhance Courthouse security	261,607	(261,607)	P	BCC has chosen MCSO 39 - reserving allocation in GF Contingency pending State decisions
<b>MCSO 20A</b>	Restores Intensive Supvn to current level after reduced CCA funding implemented on MCSO 20.	57,119	(57,119)	P	
<b>MCSO 23A</b>	Add 0.5 Deputy to HAP contract	27,337	(27,337)	P	Chair's recommendation 6/21 - "oversight"
<b>MCSO 31</b>	Adds 2 Fiscal Specialists for program budgeting	84,292	(84,292)	P	

		6/28/93			
			Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/	Increase/	Amend.	
Number	Description	(Decrease)	(Decrease)	Type	NOTES
<b>PROGRAM AMENDMENTS outstanding 6/29 (continued)</b>					
<b>MCSO 32</b>	Restores Sheriff's share of the across the board M&S cut and the cut in travel.	78,603	(78,603)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>MCSO 33</b>	Adds a Chaplain using Inmate Welfare Fund	45,271	0	P	BCC awaiting County Counsel opinion
<b>MCSO 33A</b>	Restores Chaplain to MCIJ, cut in April	45,271	(45,271)	P	BCC awaiting County Counsel opinion
<b>MCSO 34 r</b>	Modifies civilianization plan	0	0	P	
<b>MCSO 36</b>	Adds 3 Deputy Sheriffs to Court Services for transport and security in Courthouse	155,209	(155,209)	P	
<b>MCSO 37</b>	Adds 2 Deputy Sheriffs to the MDT Child Abuse Team	129,154	(129,154)	P	BCC has chosen 37a, one Deputy
<b>MCSO 38</b>	Reverse decision to use lottery funds for 2 Deputy Sheriffs	0	(98,274)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>MCSO 40</b>	PAL Asst. Director	44,690	(44,690)	P	Chair's recommendation 6/21 - "new program"
<b>MCSO 41</b>	Add 40 beds to MCRC	377,164	(320,044)	P	Chair's recommendation 6/21 - "new program"
<b>MCSO 42</b>	Add 2 CSO's to Comm. Policing	85,588	(85,588)	P	Chair's recommendation 6/21 - "new program"
<b>MCSO 43</b>	Adds 6 CO's to guard prisoners in Adventist Hospital	267,841	(267,841)	P	
<b>MCSO 44</b>	Add D.A.R.E. Officer	48,888	(48,888)	P	Chair's recommendation 6/21 - "new program"
<b>DES 26</b>	Restores across the board M&S cut in Elections and Facilities Management	52,411	(52,411)	P	Chair/s recommendation 6/21 - "reconsider decision"

		6/28/93	Effect on		
		Change Amt.	GF Contingency		
Amendment		Increase/ (Decrease)	Increase/ (Decrease)	Amend.	
Number	Description			Type	NOTES
<b>PROGRAM AMENDMENTS outstanding 6/29 (continued)</b>					
<b>DES 27</b>	Adds \$93,148 to Fac. Mgt for rent and for cost accounting, based on refund from Portland	93,148	0	P	
<b>DES 29</b>	Adds \$90,000 to Animal Control for building repairs at Animal Control facility, based on higher than budgeted 1992-93 revenue.	90,000	0	P	
<b>DES 30</b>	Adds \$65,000 to A&T for title searches on properties in redemption process, charges Tax Title Fund	65,000	0	P	
<b>DLS 14</b>	Adds Library Marketing position requested by Entrepreneurial Initiatives Team	63,679	(59,995)	P	
<b>DLS 15</b>	Restores reduction in Library Materials budget	84,912	(80,000)	P	Chair's recommendation 6/21 -- "reconsider decision"
<b>NOND 8</b>	Adds Sr Fisc Spec to Finance for enforcement of prior years BIT after Portland takes over administration	68,100	0	P	
<b>NOND 14</b>	Restores Buyer cut in Executive Budget	42,644	(42,644)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>NOND 15</b>	Restores travel to Auditor's budget for certification	2,277	(2,277)	P	Chair's recommendation 6/21 - "reconsider decision"
<b>NOND 19</b>	Restore departments' travel cut	35,193	(35,193)		Chair's recommendation 6/21 - "reconsider decision"
<b>SUBTOTAL REMAINING PROGRAM AMENDMENTS</b>		3,940,523	(2,978,623)		