

ANNOTATED MINUTES

*Tuesday, August 31, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602*

PLANNING ITEMS

Chair Beverly Stein convened the meeting at 1:31 p.m., with Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

BOARD DISCUSSION IN RESPONSE TO COMMISSIONER COLLIER'S PROPOSAL THAT THE THURSDAY MEETING BE POSTPONED IN ORDER FOR THE BOARD TO ATTEND THE FUNERAL OF KEESTON LOWERY.

- P-1 CS 1-93/HV 1-93/WRG 1-93/CU 7-93 Review the July 30, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Change in Zone Designation from MUA-20, WRG, FH to C-S, Community Service, for Reconfiguration and Expansion of Marina Facilities, Boat Repair Facility, Variances for Gravel Parking and a WRG Permit, for Property Located at 23586 NW ST. HELENS ROAD (ROCKY POINT MARINA).*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

- P-2 ZC 1-93/LD 17-93/E 1-93 Review the August 4, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Requested Change in Zone from LR-7 to LR-5, a Three Lot Land Division and a Lot Width and Setback Exception, for Property Located at 5116 SE 115TH AVENUE.*

DECISION READ, NO APPEAL FILED, DECISION STANDS.

Vice-Chair Gary Hansen arrived at 1:40 p.m.

- P-3 CU 20-93 Review the August 5, 1993 Planning and Zoning Hearings Officer Decision Denying Conditional Use Request for Property Located at 31075 SE LUSTED ROAD. (APPLICANT HAS FILED NOTICE OF REVIEW APPEALING DECISION.)*

DECISION READ. PLANNING DIRECTOR SCOTT PEMBLE REPORTED A NOTICE OF REVIEW APPEAL WAS FILED AND THAT STAFF RECOMMENDS AN APPEAL HEARING BE SCHEDULED FOR SEPTEMBER 28, 1993, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE LOT OF RECORD, WITH TESTIMONY LIMITED TO 10 MINUTES PER SIDE.

COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER SALTZMAN, THAT A HEARING ON CU 20-93 BE HELD ON SEPTEMBER 28, 1993, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF THE

LOT OF RECORD STATUS, TESTIMONY LIMITED TO 10 MINUTES PER SIDE, AND THAT THE HEARINGS OFFICER BE AVAILABLE AT THAT TIME.

IN RESPONSE TO A REQUEST FROM APPELLANT'S ATTORNEY TIM RAMIS TO ADDRESS THE BOARD, COUNTY COUNSEL LAURENCE KRESSEL EXPLAINED THAT DESPITE APPLICANT'S CLAIM THAT THERE ARE NO OTHER PARTIES TO THIS CASE, PURSUANT TO COUNTY CODE, THE BOARD CANNOT HEAR TESTIMONY REGARDING THE SCOPE OF REVIEW UNLESS REQUIRED NOTICE OF A SCOPE OF REVIEW HEARING IS GIVEN TO ALL PARTIES ENTITLED TO SUCH NOTICE. MR. KRESSEL REFERRED THE BOARD TO APPELLANT'S NOTICE OF REVIEW RELATIVE TO THEIR REQUEST TO INTRODUCE NEW EVIDENCE, AND DISCUSSED ZONING ORDINANCE CRITERIA AS TO WHETHER APPELLANT MEETS THE TEST FOR EXPANDING THE RECORD.

IN RESPONSE TO A QUESTION OF COMMISSIONER SALTZMAN, COMMISSIONER COLLIER ADVISED IT IS HER INTENT THAT THE BOARD SET THE SCOPE OF REVIEW TODAY, LIMITING NEW EVIDENCE TO THE LOT OF RECORD. BOARD, COUNTY COUNSEL AND PLANNING DIRECTOR COMMENTS AND DISCUSSION.

COMMISSIONER SALTZMAN WITHDREW HIS SECOND, EXPLAINING HE DOES NOT WISH TO LIMIT THE SCOPE OF REVIEW TO THE LOT OF RECORD. COMMISSIONER COLLIER EXPLAINED THAT ANY EVIDENCE BROUGHT BEFORE THE HEARINGS OFFICER COULD BE DISCUSSED AT THE APPEAL HEARING AND THAT ANY NEW EVIDENCE WOULD BE LIMITED TO THE LOT OF RECORD. IN RESPONSE TO COMMISSIONER SALTZMAN WITHDRAWING HIS SECOND, CHAIR STEIN SECONDED COMMISSIONER COLLIER'S MOTION. BOARD COMMENTS. MOTION FAILED WITH COMMISSIONERS COLLIER AND STEIN VOTING AYE AND COMMISSIONERS KELLEY, HANSEN AND SALTZMAN VOTING NO.

FOLLOWING CONSULTATION WITH MR. KRESSEL, COMMISSIONER KELLEY MOVED, SECONDED BY COMMISSIONER SALTZMAN, THAT A HEARING BE SET FOR SEPTEMBER 28, 1993, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO: 1) THE 1980 RULE THAT EACH OF APPLICANT'S LOTS WOULD BE TREATED AS A SEPARATE LOT OF RECORD 2) EVIDENCE RELATING TO PROPOSED HOMESITE AND ENTIRE PARCEL CONCERNING GENERAL SUITABILITY FOR FARMING AND 3) EVIDENCE RELATING TO THE OTHER APPROVAL CRITERIA AS INTERPRETED BY THE HEARINGS OFFICER, TESTIMONY LIMITED TO 10 MINUTES

PER SIDE. COMMISSIONER COLLIER COMMENTED IN OPPOSITION TO MOTION AND REQUESTED A REVIEW OF THE BOARD'S ROLE IN THE LAND USE PROCESS TO DETERMINE WHETHER THE BOARD WANTS TO BECOME INVOLVED IN DECIDING TECHNICAL LAND USE ISSUES WITHOUT BENEFIT OF PLANNING COMMISSION, HEARINGS OFFICER AND/OR STAFF RECOMMENDATIONS. CHAIR STEIN ADVISED SHE HAS DIRECTED COUNTY COUNSEL TO DRAFT PROPOSED CHANGES IN THE LAND USE PROCEDURES FOR THE BOARD'S REVIEW. MOTION PASSED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND STEIN VOTING AYE AND COMMISSIONER COLLIER VOTING NO.

P-4

CU 17-93/HV 9-93 Review August 13, 1993 Planning and Zoning Hearings Officer Decision Denying Conditional Use Request and Lot Size Variance Request for Property Located at 3130 NW FOREST LANE. (APPLICANT HAS FILED NOTICE OF REVIEW APPEALING DECISION.)

DECISION READ. MR. PEMBLE REPORTED A NOTICE OF REVIEW APPEAL WAS FILED AND THAT STAFF RECOMMENDS AN APPEAL HEARING BE SCHEDULED ON SEPTEMBER 28, 1993, ON THE RECORD, PLUS ADDITIONAL EVIDENCE TO ADDRESS POLICY 37A, WITH TESTIMONY LIMITED TO 10 MINUTES PER SIDE.

MR. ARNOLD ROCHLIN SUBMITTED WRITTEN TESTIMONY AND REQUESTED PERMISSION TO SPEAK TO THE BOARD IN REGARD TO THE APPROPRIATENESS OF HOLDING A SCOPE OF REVIEW HEARING. IN RESPONSE TO QUESTIONS OF COMMISSIONER SALTZMAN AND CHAIR STEIN, MR. KRESSEL EXPLAINED CODE REQUIREMENTS FOR NOTICE CRITERIA BEFORE THE BOARD CAN HEAR TESTIMONY CONCERNING THE SCOPE OF REVIEW OTHER THAN THAT CONTAINED IN APPELLANT'S NOTICE OF REVIEW. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. PEMBLE EXPLAINED THE CLOSING DATE FOR A NOTICE OF APPEAL IS SOMETIMES 4:30 p.m. THE MONDAY BEFORE A CASE IS REPORTED TO THE BOARD ON TUESDAY, SO OTHER PARTIES TO THE CASE MAY NOT RECEIVE NOTICE THAT IT HAS BEEN APPEALED.

COMMISSIONER SALTZMAN SUGGESTED HEARING HEARING MR. ROCHLIN'S TESTIMONY. COMMISSIONER COLLIER ADVISED SHE FEELS IT IS THE BOARD'S JOB TO REVIEW THE HEARINGS OFFICER DECISION AND APPELLANT'S STATEMENT TO DETERMINE THE SCOPE OF REVIEW BY APPLYING THE CRITERIA AS TO PREJUDICE TO THE PARTIES; CONVENIENCE OR AVAILABILITY OF EVIDENCE AT THE TIME OF THE INITIAL HEARING; SURPRISE TO THE OPPOSING PARTIES; AND COMPETENCY, RELEVANCY AND MATERIALITY OF THE PROPOSED TESTIMONY AND OTHER EVIDENCE.

COMMISSIONER COLLIER SUGGESTED THAT THE BOARD SET THE SCOPE OF REVIEW TODAY IN ORDER TO AVOID MORE DELAY BY HAVING A SCOPE OF REVIEW HEARING.

IN RESPONSE TO CHAIR STEIN'S QUESTION, MR. KRESSEL EXPLAINED THAT EXCEPT FOR WRITTEN TESTIMONY CONTAINED IN APPELLANT'S NOTICE OF REVIEW, APPELLANT AND/OR SOMEONE OTHER THAN APPELLANT DOES NOT HAVE THE OPPORTUNITY TO SPEAK TO THE SCOPE OF REVIEW ISSUE UNLESS A PROPERLY NOTICED SCOPE OF REVIEW HEARING IS HELD. COMMISSIONER COLLIER AND MR. KRESSEL EXPLAINED THAT AT THE APPEAL HEARING, ANY PARTY TO THE CASE CAN DEBATE AND DISCUSS ISSUES PREVIOUSLY INTRODUCED INTO THE RECORD IN ADDITION TO THE NEW EVIDENCE, WITHIN THE TIME FRAME ALLOTTED. IN RESPONSE TO COMMISSIONER SALTZMAN ADVISING THAT MR. ROCHLIN'S LETTER ADDRESSES WHETHER OR NOT POLICY 37A SHOULD BE ALLOWED AS NEW EVIDENCE, COMMISSIONER COLLIER SUGGESTED THAT MR. ROCHLIN TESTIFY TO THAT ISSUE AT THE APPEAL HEARING.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT A HEARING ON CU 17-93/HV 9-93 BE HELD ON SEPTEMBER 28, 1993, ON THE RECORD, PLUS ADDITIONAL EVIDENCE LIMITED TO THE SUBJECT OF POLICY 37A, TESTIMONY LIMITED TO 10 MINUTES PER SIDE. AT THE REQUEST OF COMMISSIONER COLLIER, CHAIR STEIN DIRECTED STAFF TO SEE THAT THE HEARINGS OFFICERS ARE AVAILABLE TO ATTEND BOTH APPEAL HEARINGS.

P-5 C 2-93 **RESOLUTION in the Matter of Accepting the West Hills Rural Area Plan Scoping Report and Directing the Planning Division of the Department of Environmental Services to Implement a Work Program to Prepare the West Hills Rural Area Plan**

The Board recessed at 2:25 p.m. and reconvened at 2:31 p.m.

SLIDE PRESENTATION, EXPLANATION AND RESPONSE TO BOARD QUESTIONS BY SCOTT PEMBLE, GORDON HOWARD AND ELAINE COGAN. TESTIMONY IN SUPPORT OF THE PLAN FROM ARNOLD ROCHLIN, JOHN SHERMAN, CHRIS WRENCH AND PHILIP THOMPSON. TESTIMONY REGARDING NEED FOR MORE EXTENSIVE CITIZEN NOTIFICATION OF FUTURE PUBLIC HEARINGS CONCERNING GOALS 4 AND 5 FROM DONIS McARDLE AND JOSEPH KABDEBO.

COMMISSIONER SALTZMAN REPORTED THAT NOTICE WILL BE MAILED TO ALL PROPERTY OWNERS, INCLUDING

NON-RESIDENTS, OF THE WEST HILLS RURAL AREA PLAN WORKSHOP TO BE HELD ON SAUVIE ISLAND SEPTEMBER 22, 1993 AND EXPLAINED THAT IT WILL BE INCUMBENT UPON THOSE RECEIVING THAT NOTICE TO CONTACT THE PLANNING DIVISION TO GET ON THE WEST HILLS MAILING LIST FOR INFORMATION ON FUTURE MEETINGS. IN RESPONSE TO A QUESTION OF CHAIR STEIN, MR. PEMBLE EXPLAINED THE PLAN DEVELOPMENT PHASE IS PUBLIC NOTIFICATION OF THE WORKSHOP TO EXPLAIN WHAT AND IS PLANNED AND HOW THE COUNTY INTENDS TO IMPLEMENT THE PLAN AND TO SOLICIT CITIZEN INPUT, FOLLOWED BY THE PLAN ADOPTION PHASE. MR. PEMBLE EXPLAINED THE DIVISION INTENDS DIRECT MAIL NOTIFICATIONS WHEN THE PLAN IS SUBMITTED TO PLANNING COMMISSION AND WHEN SUBMITTED TO COUNTY BOARD. IN RESPONSE TO A QUESTION OF COMMISSIONER COLLIER, MR. PEMBLE REPORTED THEY HAVE 380 NAMES ON WEST HILLS MAILING LIST AND THAT MR. HOWARD AND A MEMBER OF COMMISSIONER SALTZMAN'S STAFF ARE WORKING ON THE SAUVIE ISLAND WORKSHOP FLYER.

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, ADOPTION OF RESOLUTION ACCEPTING SCOPING REPORT AND PROPOSED WORK PROGRAM FOR WEST HILLS RURAL AREA PLAN. BOARD COMMENTS. VOTE ON RESOLUTION 93-290 UNANIMOUSLY APPROVED.

MR. PEMBLE REPORTED PLANNING STAFF AND COMMISSION JUST COMPLETED WORK ON AMENDMENTS TO EFU ZONE AS MANDATED BY OREGON ADMINISTRATIVE RULES ADOPTED BY THE LAND CONSERVATION AND DEVELOPMENT COMMISSION IN JANUARY, 1992, BUT DUE TO RECENT PASSAGE OF HB 3661 B-ENGROSSED, THEY WILL BE COMING TO THE BOARD TO DISCUSS HOW TO ADDRESS THE NEW REQUIREMENTS.

There being no further business, the meeting was adjourned at 3:15 p.m.

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


Deborah L. Bogstad

REGULAR MEETING

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

UNANIMOUS CONSENT ITEM

UC-1 *PROCLAMATION in the Matter of Recognizing the Contributions of Keeston Lowery*

CHAIR STEIN SUBMITTED AND READ A PROCLAMATION IN ACKNOWLEDGEMENT OF THE LATE KEESTON LOWERY. A MOMENT OF SILENCE WAS OBSERVED. UPON EXECUTION BY THE ENTIRE BOARD, PROCLAMATION 93-291 WAS UNANIMOUSLY APPROVED. CHAIR STEIN DIRECTED THE CLERK TO SEND THE PROCLAMATION TO MR. LOWERY'S FAMILY.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-15) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- C-1 *Ratification of Intergovernmental Agreement Contract 200704 Between Oregon Health Sciences University and Multnomah County, Providing Community Health Nurse and Office Space for the University's Child Development and Rehabilitation Center's Community Based, Family Centered Care Coordination (CaCoon) Program for Children with Special Health Needs, for the Period Upon Execution through June 30, 1994*
- C-2 *Ratification of Intergovernmental Agreement Contract 103554 Between the City of Portland and Multnomah County, Assigning Responsibility for Funding and Administering the Area Agency on Aging and the Portland/Multnomah Commission on Aging, for the Period July 1, 1993 through June 30, 1994*
- C-3 *Ratification of Intergovernmental Agreement Contract 103504 Between Multnomah County and Parkrose School District No. 3, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994*
- C-4 *Ratification of Intergovernmental Agreement Contract 103514 Between Multnomah County and Gresham Grade School District No. 4, Dexter McCarty Middle School, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994*

- C-5 *Ratification of Intergovernmental Agreement Contract 103524 Between Multnomah County and Centennial School District No. 28J, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994*
- C-6 *Ratification of Intergovernmental Agreement Contract 103534 Between Multnomah County and Barlow-Gresham Union High School District No. U2-20 JT, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 *ORDER in the Matter of Declaring Various Tax Foreclosed Properties Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed*

ORDER 93-292.

- C-8 *ORDER in the Matter of the Execution of Correction Deed D930902 to Correct an Historical Error in Title Precipitated by Tax Foreclosure*

ORDER 93-293.

- C-9 *ORDER in the Matter of the Execution of Deed D940912 for Certain Tax Acquired Property to Walter L. Maxwell, Jr., Janet Lee Maxwell, Juanita Maxwell and Walter Allen Maxwell*

ORDER 93-294.

- C-10 *ORDER in the Matter of the Execution of Deed D940913 Upon Complete Performance of a Contract to Louis L. Sutton and Donna J. Sutton*

ORDER 93-295.

- C-11 *ORDER in the Matter of the Execution of Deed D940914 Upon Complete Performance of a Contract to Joseph T. Kalberer and Rosemary E. Kalberer*

ORDER 93-296.

- C-12 *ORDER in the Matter of the Execution of Deed D940915 Upon Complete Performance of a Contract to Dennis Williams and Ethyl Williams*

ORDER 93-297.

- C-13 *ORDER in the Matter of the Execution of Deed D940916 Upon Complete Performance of a Contract to Kenneth A. Paulsen and Cathleen L. Paulsen*

ORDER 93-298.

- C-14 *ORDER in the Matter of the Execution of Deed D940917 Upon Complete Performance of a Contract to Gordon E. Powelson, Trustee Teks Trust*

ORDER 93-299.

- C-15 *ORDER in the Matter of Contract 15720 for the Sale of Certain Real Property to Virginia Quimby, Multnomah County Deputy Public Guardian/Conservator for Melvin L. Cary*

ORDER 93-300.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *CHAIR BEVERLY STEIN Will Introduce the Members of Her Staff and Identify Their Respective Duties*

CHAIR STEIN ANNOUNCED THAT BECAUSE MANY OF HER STAFF ARE ATTENDING THE KEESTON LOWERY MEMORIAL SERVICE THIS MORNING, R-1 IS CONTINUED TO THURSDAY, SEPTEMBER 9, 1993.

- R-2 *RESOLUTION in the Matter of Intergovernmental Cooperation to Develop Incentives to Increase Minority-Owned and Women-Owned Business (W/MBE) Participation in Public Contracts*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-2. LILLIE WALKER RESPONDED TO BOARD QUESTIONS AND COMMENTS. RESOLUTION 93-301 UNANIMOUSLY APPROVED.

- R-3 *Ratification of Intergovernmental Agreement Contract 500144 Between Multnomah County and the City of Portland, for Participation in a Contractor's Opportunity Loan Program to Address the Financial and Technical Needs of Area Minority-Owned and Women-Owned Businesses*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. CHIP LAZENBY EXPLANATION IN RESPONSE TO QUESTIONS OF COMMISSIONER SALTZMAN. BOARD COMMENTS. AGREEMENT UNANIMOUSLY APPROVED.

- R-4 *PROCLAMATION in the Matter of Proclaiming the Week of October 3 - October 9, 1993 as MINORITY ENTERPRISE DEVELOPMENT WEEK*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. MS. WALKER ADVISED THAT GRACE GALLEGOS OF U.S. DEPARTMENT OF COMMERCE COULD NOT BE HERE TODAY AND INTRODUCED DON MATSUDA FROM SMALL BUSINESS ADMINISTRATION. MR. MATSUDA EXPLAINED THIS IS THE TENTH YEAR AN AWARDS LUNCHEON HAS BEEN HOSTED TO RECOGNIZE

CONTRIBUTIONS AND ACCOMPLISHMENTS OF LOCAL MINORITY BUSINESSES. MR. MATSUDA INTRODUCED SPONSOR REPRESENTATIVES JERRY WALKER OF MULTNOMAH COUNTY, JULIUS EVANS AND LINA GARCIA SEABO OF TRI-MET, PEGGY ROSS OF OREGON ASSOCIATION OF MINORITY ENTREPRENEURS, FAYE BURCH, STATE OF OREGON MINORITY ADVOCATE, JIM WAKI OF METROPOLITAN EXPOSITION-RECREATION COMMISSION, HENRY GARCIA OF BONNEVILLE POWER, BOB MINESTRENA OF INTEL AND LEEANN EARLY OF SMALL BUSINESS ADMINISTRATION. PROCLAMATION 93-302 UNANIMOUSLY APPROVED. BRIEF RECESS FOR GROUP PHOTOS.

- R-5** *First Reading and Possible Adoption of an ORDINANCE Removing Certain Employees from the Freeze of Annual Base Pay Rates, and Amending Ordinance No. 764 and Ordinance No. 767, and Declaring an Emergency*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING AND ADOPTION. COMMISSIONER COLLIER PRESENTATION AND RESPONSE TO BOARD QUESTIONS. BILLI ODEGAARD AND CURTIS SMITH RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER TO PRESENT REPORT ON SALARY COMMITTEE ASSESSMENT OF COMPENSATION POLICIES OF OTHER GOVERNMENTAL JURISDICTIONS. HEARING HELD, NO ONE WISHED TO TESTIFY. ORDINANCE 774 UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-6** *Budget Modification MCSO #3, Requesting Authorization to Transfer \$36,000 from General Fund Contingency to the Sheriff's Office, Facility Security Division Budget, to Pay for Courthouse Security Equipment*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, TO TABLE R-6. COMMISSIONERS SALTZMAN AND KELLEY EXPLAINED THE COUNTY IS NO LONGER INTERESTED IN PURCHASING THE TROJAN NUCLEAR PLANT METAL DETECTORS, HOWEVER WORK CONTINUES ON COURTHOUSE SECURITY. MOTION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-7** *Ratification of Intergovernmental Agreement Contract 200684 Between Portland Community College, Institute for Continuing Education of Health Care Professionals and Multnomah County, Providing a Custom Designed Course in Medical Assisting Basics for Health Department Staff, for the Period August 23, 1993 through September 3, 1993*

COMMISSIONER HANSEN MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-7. COMMISSIONER SALTZMAN ANNOUNCED HE WILL ABSTAIN FROM VOTING AS HE SITS ON THE PORTLAND COMMUNITY COLLEGE BOARD OF DIRECTORS. MS. ODEGAARD EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE AND COMMISSIONER SALTZMAN ABSTAINING.

- R-8** *Request for Approval of a Notice of Intent to Apply to a Request for Proposal from Region X and the Federal Office of Population Affairs for Family Planning National Priority Project Funds*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-8. MS. ODEGAARD ADVISED THE GRANT WOULD PROVIDE OUTREACH EDUCATION TARGETING THE HISPANIC POPULATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9** *ORDER in the Matter of the Transfer of Tax Foreclosed Property to the City of Gresham, Oregon for Open Space Purposes*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-9. BOB OBERST EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONER SALTZMAN. ORDER 93-303 UNANIMOUSLY APPROVED.

- R-10** *ORDER in the Matter of the Transfer of Tax Foreclosed Property to the Bureau of Water Works of the City of Portland, a Municipal Corporation of the State of Oregon for a Public Purpose*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, ORDER 93-304 WAS UNANIMOUSLY APPROVED.

- R-11** *Request for Policy Direction in the Matter of an Appeal by Former Owner Barbara Alatorre of the Denial to Repurchase Tax Foreclosed Property Located at 5352 SE 89th Avenue*

COUNTY COUNSEL LAURENCE KRESSEL ADVISED THE BOARD IS THE APPELLATE BODY TO REVIEW THE DECISION OF THE TAX TITLE UNIT AND THE MATTER IS A REQUEST FOR POLICY DIRECTION ON THE APPEAL. COMMISSIONER COLLIER EXPLANATION AND HISTORY OF EVENTS LEADING TO COUNTY FORECLOSURE PROCESS AND REQUEST THAT BOARD ALLOW REPURCHASE. TESTIMONY IN SUPPORT OF

REPURCHASE FROM RICHARD MELLINI, BARBARA ALATORRE, KRISTEN CHAPIN, FERN ALEXANDER AND JOHN FISHER. BOARD COMMENTS AND DISCUSSION. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF REPURCHASE. COMMISSIONER KELLEY REQUESTED THAT ANY ADDITIONAL INTERIM APPEALS BE HANDLED ADMINISTRATIVELY. CHAIR STEIN SUGGESTED THAT THE TAX TITLE TASK FORCE BE DIRECTED TO RECOMMEND A PROCESS TO HANDLE REPURCHASE DENIAL APPEALS PRIOR TO IMPLEMENTATION OF CODE AMENDMENTS. MOTION UNANIMOUSLY APPROVED.

DEPARTMENT OF LIBRARY SERVICES

- R-12** *Ratification of Intergovernmental Agreement Contract 600034 Between Clackamas County, Multnomah County and Washington County, for the Exchange of Public Library Services*

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-12. GINNIE COOPER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-13** *Ratification of Intergovernmental Agreement Contract 900344 Between the State Board of Parole and Post-Prison Supervision and Multnomah County, Providing Revenue to Conduct Parole and Post-Prison Supervision Violation Hearings and Local Sanctions Hearings, for the Period Upon Execution through June 30, 1995*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-13. GRANT NELSON EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-14** *Ratification of Intergovernmental Agreement Contract 103394 Between Multnomah County and Clackamas County, Providing the Services of a Veterans Service Officer in Two Locations within Multnomah County, through June 30, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-14. COMMISSIONER HANSEN AND MIKE DELMAN EXPLANATION, AGREEMENT UNANIMOUSLY APPROVED.

- R-15** *Budget Modification DSS #3 Requesting Authorization to Reconcile the Adopted Juvenile Justice Division Budget to Reflect Changes to Revenue in State Gang Affected Probation, State Governor's Anti-Gang Program, State Youth Employment/Empowerment Project, Federal Office of Justice Programs and City*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-15. MARIE EIGHMEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. STAFF DIRECTED TO SCHEDULE BOARD BRIEFING ON GANG COORDINATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

- R-16 *Budget Modification DSS #4 Requesting Authorization to Reclassify a Program Development Technician to a Program Development Specialist within the Mental Health, Youth and Family Services Division, Developmental Disabilities Operations Budget*

UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, R-16 WAS UNANIMOUSLY APPROVED.

- R-17 *Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 8.90 Pertaining to the Licensing of Adult Care Homes*

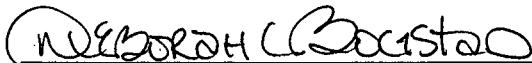
PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. OPPOSITION TESTIMONY FROM MICHAEL VERNON, PAT PIERCE, DOROTHY GUIMONT, PATTY RAMSBOTTOM, REBECCA TAYVIES, JEAN PROCTOR AND CLAIR CARLE. JIM McCONNELL EXPLANATION IN RESPONSE TO BOARD QUESTIONS. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, CONTINUANCE OF THE SECOND READING. JIM BALOG EXPLANATION IN RESPONSE TO BOARD QUESTIONS. BOARD DISCUSSION AND COMMENTS. LAURENCE KRESSEL AND MR. McCONNELL RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. CONTINUANCE OF THE SECOND READING TO THURSDAY, SEPTEMBER 16, 1993, WAS APPROVED, WITH COMMISSIONERS KELLEY, HANSEN AND STEIN VOTING AYE AND COMMISSIONERS COLLIER AND SALTZMAN VOTING NO.

PUBLIC COMMENT

- R-18 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 12:06 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON


Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 30 - SEPTEMBER 3, 1993

Tuesday, August 31, 1993 - 1:30 PM - Planning Items. . . . Page 2

Thursday, September 2, 1993 - 9:30 AM - Regular Meeting. . . Page 2

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, August 31, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 CS 1-93/HV 1-93/WRG 1-93/CU 7-93 Review the July 30, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Change in Zone Designation from MUA-20, WRG, FH to C-S, Community Service, for Reconfiguration and Expansion of Marina Facilities, Boat Repair Facility, Variances for Gravel Parking and a WRG Permit, for Property Located at 23586 NW ST. HELENS ROAD (ROCKY POINT MARINA).
- P-2 ZC 1-93/LD 17-93/E 1-93 Review the August 4, 1993 Planning and Zoning Hearings Officer Decision Approving, Subject to Conditions, Requested Change in Zone from LR-7 to LR-5, a Three Lot Land Division and a Lot Width and Setback Exception, for Property Located at 5116 SE 115TH AVENUE.
- P-3 CU 20-93 Review the August 5, 1993 Planning and Zoning Hearings Officer Decision Denying Conditional Use Request for Property Located at 31075 SE LUSTED ROAD. (APPLICANT HAS FILED NOTICE OF REVIEW APPEALING DECISION.)
- P-4 CU 17-93/HV 9-93 Review August 13, 1993 Planning and Zoning Hearings Officer Decision Denying Conditional Use Request and Lot Size Variance Request for Property Located at 3130 NW FOREST LANE. (APPLICANT HAS FILED NOTICE OF REVIEW APPEALING DECISION.)
- P-5 C 2-93 RESOLUTION in the Matter of Accepting the West Hills Rural Area Plan Scoping Report and Directing the Planning Division of the Department of Environmental Services to Implement a Work Program to Prepare the West Hills Rural Area Plan

Thursday, September 2, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF HEALTH

- C-1 Ratification of Intergovernmental Agreement Contract 200704 Between Oregon Health Sciences University and Multnomah County, Providing Community Health Nurse and Office Space for the University's Child Development and Rehabilitation Center's Community Based, Family Centered Care Coordination (CaCoon) Program for Children with Special Health Needs, for the Period Upon Execution through June 30, 1994

DEPARTMENT OF SOCIAL SERVICES

- C-2 Ratification of Intergovernmental Agreement Contract 103554 Between the City of Portland and Multnomah County, Assigning Responsibility for Funding and Administering the Area Agency on Aging and the Portland/Multnomah Commission on Aging, for the Period July 1, 1993 through June 30, 1994
- C-3 Ratification of Intergovernmental Agreement Contract 103504 Between Multnomah County and Parkrose School District No. 3, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994
- C-4 Ratification of Intergovernmental Agreement Contract 103514 Between Multnomah County and Gresham Grade School District No. 4, Dexter McCarty Middle School, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994
- C-5 Ratification of Intergovernmental Agreement Contract 103524 Between Multnomah County and Centennial School District No. 28J, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994
- C-6 Ratification of Intergovernmental Agreement Contract 103534 Between Multnomah County and Barlow-Gresham Union High School District No. U2-20 JT, Providing School Mental Health Services to Students, for the Period September 1, 1993 through June 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-7 ORDER in the Matter of Declaring Various Tax Foreclosed Properties Abandoned and Subject to Waste and Ordering the Tax Collector to Issue a Deed
- C-8 ORDER in the Matter of the Execution of Correction Deed D930902 to Correct an Historical Error in Title Precipitated by Tax Foreclosure
- C-9 ORDER in the Matter of the Execution of Deed D940912 for Certain Tax Acquired Property to Walter L. Maxwell, Jr., Janet Lee Maxwell, Juanita Maxwell and Walter Allen Maxwell
- C-10 ORDER in the Matter of the Execution of Deed D940913 Upon Complete Performance of a Contract to Louis L. Sutton and Donna J. Sutton
- C-11 ORDER in the Matter of the Execution of Deed D940914 Upon Complete Performance of a Contract to Joseph T. Kalberer and Rosemary E. Kalberer
- C-12 ORDER in the Matter of the Execution of Deed D940915 Upon Complete Performance of a Contract to Dennis Williams and Ethyl Williams
- C-13 ORDER in the Matter of the Execution of Deed D940916 Upon Complete Performance of a Contract to Kenneth A. Paulsen and Cathleen L. Paulsen

- C-14 ORDER in the Matter of the Execution of Deed D940917 Upon Complete Performance of a Contract to Gordon E. Powelson, Trustee Teks Trust
- C-15 ORDER in the Matter of Contract 15720 for the Sale of Certain Real Property to Virginia Quimby, Multnomah County Deputy Public Guardian/Conservator for Melvin L. Cary

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 CHAIR BEVERLY STEIN Will Introduce the Members of Her Staff and Identify Their Respective Duties

MANAGEMENT SUPPORT

- R-2 RESOLUTION in the Matter of Intergovernmental Cooperation to Develop Incentives to Increase Minority-Owned and Women-Owned Business (W/MBE) Participation in Public Contracts
- R-3 Ratification of Intergovernmental Agreement Contract 500144 Between Multnomah County and the City of Portland, for Participation in a Contractor's Opportunity Loan Program to Address the Financial and Technical Needs of Area Minority-Owned and Women-Owned Businesses
- R-4 PROCLAMATION in the Matter of Proclaiming the Week of October 3 - October 9, 1993 as MINORITY ENTERPRISE DEVELOPMENT WEEK
- R-5 First Reading and Possible Adoption of an ORDINANCE Removing Certain Employees from the Freeze of Annual Base Pay Rates, and Amending Ordinance No. 764 and Ordinance No. 767, and Declaring an Emergency

SHERIFF'S OFFICE

- R-6 Budget Modification MCSO #3, Requesting Authorization to Transfer \$36,000 from General Fund Contingency to the Sheriff's Office, Facility Security Division Budget, to Pay for Courthouse Security Equipment

DEPARTMENT OF HEALTH

- R-7 Ratification of Intergovernmental Agreement Contract 200684 Between Portland Community College, Institute for Continuing Education of Health Care Professionals and Multnomah County, Providing a Custom Designed Course in Medical Assisting Basics for Health Department Staff, for the Period August 23, 1993 through September 3, 1993
- R-8 Request for Approval of a Notice of Intent to Apply to a Request for Proposal from Region X and the Federal Office of Population Affairs for Family Planning National Priority Project Funds

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-9 ORDER in the Matter of the Transfer of Tax Foreclosed Property to the City of Gresham, Oregon for Open Space Purposes
- R-10 ORDER in the Matter of the Transfer of Tax Foreclosed Property to the Bureau of Water Works of the City of Portland, a Municipal Corporation of the State of Oregon for a Public Purpose
- R-11 Request for Policy Direction in the Matter of an Appeal by Former Owner Barbara Alatorre of the Denial to Repurchase Tax Foreclosed Property Located at 5352 SE 89th Avenue

DEPARTMENT OF LIBRARY SERVICES

- R-12 Ratification of Intergovernmental Agreement Contract 600034 Between Clackamas County, Multnomah County and Washington County, for the Exchange of Public Library Services

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-13 Ratification of Intergovernmental Agreement Contract 900344 Between the State Board of Parole and Post-Prison Supervision and Multnomah County, Providing Revenue to Conduct Parole and Post-Prison Supervision Violation Hearings and Local Sanctions Hearings, for the Period Upon Execution through June 30, 1995

DEPARTMENT OF SOCIAL SERVICES

- R-14 Ratification of Intergovernmental Agreement Contract 103394 Between Multnomah County and Clackamas County, Providing the Services of a Veterans Service Officer in Two Locations within Multnomah County, through June 30, 1994
- R-15 Budget Modification DSS #3 Requesting Authorization to Reconcile the Adopted Juvenile Justice Division Budget to Reflect Changes to Revenue in State Gang Affected Probation, State Governor's Anti-Gang Program, State Youth Employment/Empowerment Project, Federal Office of Justice Programs and City Youth Grants
- R-16 Budget Modification DSS #4 Requesting Authorization to Reclassify a Program Development Technician to a Program Development Specialist within the Mental Health, Youth and Family Services Division, Developmental Disabilities Operations Budget
- R-17 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code 8.90 Pertaining to the Licensing of Adult Care Homes

PUBLIC COMMENT

- R-18 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

0266C/30-34/db

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Recognizing the)
Contributions of Keeston Lowery) PROCLAMATION 93-291

WHEREAS Keeston Lowery served our community in many ways, most recently as a Staff Assistant to City Commissioner Mike Lindberg; and

WHEREAS Keeston Lowery dedicated his professional and personal life to improving the quality of life for all Oregonians; and

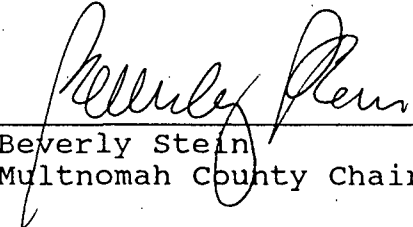
WHEREAS Keeston Lowery was a tireless advocate for justice for all citizens; and

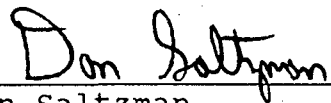
WHEREAS so many people were positively influenced by Keeston's life, by his quick wit, constant smile, good humor, dignity and strength; and

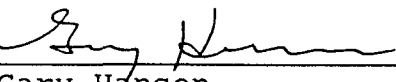
NOW THEREFORE the Board of County Commissioners recognize the contributions of Keeston Lowery. The passing of this gentle warrior is met with deep sorrow for the loss of a man whose life touched so many, but whose legacy of family, friends, and good work will remain as evidence of his significant impact on this community.

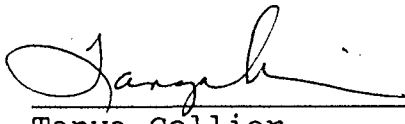
RECOGNIZED this 2nd Day of September, 1993.

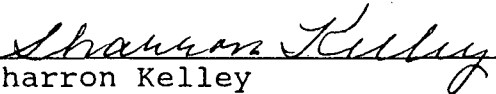
MULTNOMAH COUNTY, OREGON


Beverly Stein
Multnomah County Chair


Dan Saltzman
Commissioner, District 1


Gary Hansen
Commissioner, District 2


Tanya Collier
Commissioner, District 3


Sharron Kelley
Commissioner, District 4



9/2/93

UNANIMOUS CONSENT
Item

ORIGINAL to City
Commissioner THURKE
LINDBERG to GIVE to
Family

COPIES to CHAIR STEIN
& Commissioner LINDBERG

MEETING DATE: SEP 02 1993

AGENDA NO: C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Oregon Health Sciences University

BOARD BRIEFING **Date Requested:** _____

Amount of Time Needed: _____

REGULAR MEETING: **Date Requested:** _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Ratification of an intergovernmental agreement with the Child Development and Rehabilitation Center of the Oregon Health Sciences University. The county will provide the center with a community health nurse who will act as the Coordinator for a family centered care coordination program (CaCoon) for children with special health needs. The county will be reimbursed for the services of the community health nurse.

*9/3/93 original to Herman
Erane*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: *Phillip Stein*

OR

DEPARTMENT MANAGER: *Bill Osguard*

CLERK OF
SHERIFF
COUNTY
OREGON

1993 AUG 24 AM 10:17

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
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: Bill Odegaard, Director
Health Department

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

DATE: August 11, 1993

SUBJECT: Intergovernmental Agreement with Oregon Health Sciences University
(The Child Development and Rehabilitation Center)

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with the Child Development and Rehabilitation Center, Oregon Health Sciences University, for the period upon execution to and including June 30, 1994.

Analysis: The Child Development and Rehabilitation Center at the Oregon Health Sciences University operates a community-based, family-centered care coordination program for children with special health needs. The program requires services from various counties, and Multnomah County will provide a public health nurse at 1.4 FTE who will function as a program coordinator. The county will also provide office space, telephone, use of a xerox, and desk-top supplies for the coordinator. The county will be reimbursed \$17,251 per quarter for an annual amount of \$69,004.

Background: The program is funded by an MCH Block Grant awarded to the Child Development and Rehabilitation Center from the U.S. Department of Health and Human Services through the Oregon State Health Division.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200704

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-1</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK REVENUE

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide Community Health Nurse and office space for the
~~Community~~ Child Development and Rehabilitation Center, OHSU.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Child Development and Rehabilitation Center
Oregon Health Sciences UniversityMailing Address P.O. Box 574
Portland, Oregon 97207-0574Phone 494-8077

Employer ID# or SS# _____

Effective Date Upon ExecutionTermination Date June 30, 1994Original Contract Amount \$ 69,004

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ 17,251/quarter other☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi OdgaardPurchasing Director _____
 (Class II Contracts Only)County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration _____
 (Class I, Class II Contracts Only)Encumber: Yes ☐ No ☐Date 8/11/93

Date _____

Date 8-18-93Date September 2, 1993

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.	156	015	0755			2654				\$69,004.00	
02.						2126					
03.											

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

INSTRUCTIONS ON REVERSE SIDE

INTERGOVERNMENTAL AGREEMENT
BETWEEN

C-93-035

THE CHILD DEVELOPMENT AND REHABILITATION CENTER,
OREGON HEALTH SCIENCES UNIVERSITY

AND

MULTNOMAH COUNTY BOARD OF COMMISSIONERS

This is an agreement by and between the State of Oregon, acting by and through the State Board of Higher Education, for and on behalf of the Child Development and Rehabilitation Center at the Oregon Health Sciences University (hereinafter called, "CDRC") and Multnomah County Board of County Commissioners.

I. Statement of Purpose:

The Child Development and Rehabilitation Center is the state agency designated to establish a community based, family centered care coordination program, (CaCoon), for children with special health needs. As part of CaCoon, the CDRC will participate with counties to provide for the services of a CaCoon Coordinator to assist the CDRC in the coordination of care for Oregon Services for Children with Special Health Needs (OSCSHN).

This agreement details the service to be provided by Multnomah County Board of Commissioners in the provision of the CaCoon Program.

II. Statements of Specific Roles and Responsibilities:

- A. The Multnomah County Board of County Commissioners will provide a public health nurse at 1.4 FTE who will function as a CaCoon Coordinator.
- B. The Multnomah County Board of County Commissioners will provide office space, telephone, use of a xerox, and desk-top supplies for the CaCoon Coordinator.
- C. The OSCSHN Coordinator of the CDRC Office in Portland will provide direction, in conjunction with the Director or Supervisor, Multnomah County Health Department, to the CaCoon Coordinator. Program direction will consist of implementation of the program and medical consultation.
- D. Direct supervision of the CaCoon Coordinator will be by the MCH Supervisor, Multnomah County Health Department. The OSCSHN Coordinator will provide any project supervision through the MCH Supervisor, Multnomah County Health Department.
- E. The Multnomah County Board of County Commissioners will ensure that the CaCoon Coordinator will perform services for the target population (Attachment A) as specified in the job description (Attachment B) and will meet the minimum standards of program performance (Attachment C). All of these attachments are by this reference made a part hereof.

- F. Counties are encouraged to coordinate CaCoon and Babies First Programs to maximize services for children residing in the county.
- G. Geographic area to be covered is Multnomah County.

III. Financial Considerations:

- A. Funding for this position shall be contingent upon the receipt of MCH Block Grant funds by the CDRC from the U.S. Department of Health and Human Services through the Oregon State Health Division.
- B. The amount defined in III-C below is based on the county population, projected need and available dollars.
- C. Payment by the CDRC will be prepaid quarterly in advance in the amount of \$17,251.00 to the Multnomah County Board of Commissioners for a 1.4 FTE public health nurse. This amount covers salary and fringe benefits in the amount of \$5,227.67 per month and a 10% allowance in the amount of \$522.67 per month for administrative overhead.
- D. The parties agree that prepayment of the fourth quarter payment is contingent upon the county's submittal of required data for the previous period and compliance with the referenced minimum standards of program performance.

Questions regarding payment shall be directed to:

Gary Schwindt
Accounts Payable
Child Development and Rehabilitation Center
PO Box 574
Portland, Oregon 97207-0574
503/494-5487

- E. Receipt of funds for CaCoon services billed to Medicaid for targeted case management or other parties will be reinvested in the CaCoon program. Evidence of the intended use of these additional funds will be the increased reported contacts over and above those expected through FTE funded by this agreement.

IV. Administrative Considerations:

- A. This Agreement shall be in effect from July 1, 1993, or by execution of all parties, through June 30, 1994.

- B. Both parties to this Agreement will comply with the confidentiality requirements of state and federal law to assure confidentiality of individual client data. The CaCoon Coordinator will be responsible for having the client or legal guardian sign a Consent for Exchange of Confidential Information (CECI), for example attachment D, to allow the exchange of information between the CDRC and the County Health Department and for filing a copy of the CECI with the CDRC along with the patient registration form.
- C. The individuals occupying the following positions in each agency will be responsible for: 1) implementing this agreement as specified; 2) monitoring the implementation; and 3) negotiating change when necessary to update this Agreement:
1. CDRC - OSCSHN Coordinator:

Catherine Renken, R.N., M.P.H. Telephone: 494-4219
FAX: 494-6868
 2. Primary Care Director

Mary Lou Hennrich, RN Telephone: 248-3674
FAX: 248-3676
- D. The failure of the State to enforce any provision of this contract shall not constitute a waiver by the State of that or any other provision.
- E. This contract may be terminated by mutual consent of both parties or by either party upon 30 days' notice. This termination must be in writing and delivered by certified mail or in person. Either party may terminate this contract effective upon delivery of written notice to the other, or at such later date as may be reasonably established, under any of the following conditions:
1. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for purchase of the indicated quantity of services. When possible and agreed upon, the contract may be modified to accommodate a reduction in funds.
 2. If federal or state regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.
 3. If any license or certificate required by law or regulation to be held by either party to provide the services required by this contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- F. The CDRC by written notice of default (including breach of contract) to the Multnomah County Board of Commissioners may terminate the whole or any part of this agreement:
1. If the Multnomah County Board of Commissioners fails to provide services called for by this contract within the time specified herein or any extension thereof.
 2. If funding provided or collected under this contract is used to supplant funding for other programs within the Multnomah County Health Department.
 3. If the Multnomah County Board of Commissioners fails to perform any of the other provisions of this contract, or 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 CDRC, fails to correct such failures within 10 days or such longer period as the CDRC may authorize.
- G. This agreement shall be governed and construed in accordance with laws of the State of Oregon.
- H. All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their respective places of business as set forth on the face of this contract.
- I. The parties agree that if any term or provision of this agreement 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.
- J. The terms of the agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- K. Both parties agree to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to this contract. They specifically agree that the provisions of ORS 279.312, 279.314, 279.316, 279.320 and OAR Chapter 572, Division 60 shall govern performance of this contract. They further agree to comply with Title VI of the Civil Rights Acts of 1964, and with Section V of the Rehabilitation Act of 1973.

L. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, THE PARTIES ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

STATE OF OREGON, acting by and through
the State Board of Higher Education on
Behalf of the Child Development &
Rehabilitation Center at the Oregon Health
Sciences University

BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

for David C. Bunnell 6/16/93
Thomas G. Fox, Ph.D. Date
Vice President for Development
and Public Affairs

Beverly Stein 9/2/93
Beverly Stein Date
Multnomah County Chair

Billi Odegaard 8/11/93
Billi Odegaard, Director Date
Health Department

Clifford J. Sells 6/14/93
Clifford J. Sells, M.D., M.P.H. Date
Director
Child Development & Rehabilitation Center

Date

APPROVED AS TO LEGAL SUFFICIENCY

Jan M. Watts 7/1/93
Assistant Attorney General

REVIEWED AS TO FORM

Deb Bogstad 8/18/93
County Legal Counsel Date

CACOON & BABIES FIRST ELIGIBILITY CRITERIA

Birth Weight (BW) _____ grams

Gestational Age (GA) _____ weeks

BABIES FIRST (Birth through 3 years of age)

Medical Risk Factors

(BW and GA Required)

- A1. Drug exposed baby
- A2. Infant HIV Positive
- A3. Maternal PKU or HIV positive
- A4. Intracranial hemorrhage (excludes Very High Risk Factor B16)
- A5. Seizures (excludes VHR Factor B18)
- A6. Perinatal asphyxia
- A7. Small for gestational age
- A8. Birth weight 1500 grams or less
- A9. Mechanical ventilation for 72 hours or more
- A10. Neonatal hyperbilirubinemia
- A11. Congenital infection (TORCH)
- A12. CNS infection (e.g., meningitis)
- A13. Head trauma or near drowning
- A14. Failure to thrive
- A15. Chronic illness
- A16. Suspect vision impairment
- A17. Vision impairment
- A18. Family history of childhood onset hearing loss

Social Risk Factors

(BW and GA Required)

- A19. Maternal age 16 years or less
- A20. Parents with disabilities or limited resources
- A21. Parental alcohol or substance abuse
- A22. At-risk caregiver
- A23. Concern of parent/provider

A90. Other conditions not listed



CACOON

(Birth through 20 years of age)

Children Identified with Special Health Needs (CDRC)

(BW and GA NOT Required)

- B1. Heart disease
- B2. Chronic orthopedic disorders
- B3. Neuromotor disorders including cerebral palsy & brachial nerve palsy
- B4. Cleft lip and palate & other congenital defects of the head and face
- B5. Genetic disorders including fetal alcohol syndrome
- B6. Multiple minor physical anomalies
- B7. Metabolic disorders
- B8. Spina bifida
- B9. Hydrocephalus or persistent ventriculomegaly
- B10. Microcephaly & other congenital defects of the CNS
- B11. Hemophilia
- B12. Organic speech disorders (dysarthria/dyspraxia)
- B13. Suspect hearing or hearing loss
- B14. Burns
- B15. Acquired spinal cord injury, e.g., paraplegia or quadriplegia

Very High Risk Medical Factors

(BW and GA Required)

- B16. Intraventricular hemorrhage (grade III, IV) or cystic periventricular leukomalacia (PVL) or chronic subdurals
- B17. Perinatal asphyxia and seizures
- B18. Poorly controlled seizures
- B19. Oral-motor dysfunction requiring specialized feeding program (include infants with gastrostomies)
- B20. Chronic lung disease on oxygen (includes infants with tracheostomies)
- B21. Suspect neuromuscular disorder including abnormal neuromotor exam at NICU discharge

Developmental Risk Factors

(BW and GA Required)

- B22. Borderline developmental delay

B90. Other conditions not listed

CaCoon
OREGON CARE COORDINATION PROGRAM

Job Description
CaCoon Coordinator

The CaCoon Coordinator will provide services to the target population (Attachment A) and their families who reside in the county. This individual is responsible for the day-to-day functioning, and thus the ultimate success of the program in the county.

The CaCoon Coordinator is responsible for meeting the following family and community goals:

- the community is informed of the OHSU CDRC, Oregon Care Coordination Program goals and services
- Oregon children with special health needs will be identified and have access to care coordination services
- families will be assisted in gaining skills to manage the care of their child

1. Outreach/Program Representation

- a. Assess and identify needs and resources in the community and participate in developing absent or deficient services.
- b. Provide information to community agencies and prospective clients regarding individuals with disabilities and CaCoon's role in serving this population
- c. Participate in outreach efforts to educate the professional community and families about SSI.
- d. Identify children and families and refer for appropriate evaluation and intervention services and financial resources such as SSI.
- e. Foster interagency communication and collaboration for the purpose of direct service and facilitating access to needed resources.
- f. Assure that CaCoon is represented on the county Local Advisory Group (LAG).

2. Intake/Registration/Reporting

- a. Assist the family to complete the necessary OSCSHN application forms, releases of information and other pertinent information as required.
- b. Obtain a consent for exchange of confidential information between the CDRC and the County Health Department.

- c. Complete data collection forms and reports as specified in Attachment C, ¶ 5.

3. Assessment

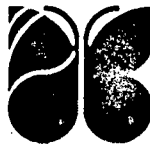
- a. Assure a comprehensive assessment of the child is completed and includes physical, hearing, vision and developmental screening assessments. Valid and reliable instruments designed for this purpose should be used. The developmental screening protocol and recommended screening instruments are specified in the CaCoon Program Manual.
- b. Assure a comprehensive assessment of the social and emotional needs and strengths of the family is completed.

4. Intervention/Care Coordination/Evaluation

- a. Liaison between CDRC and local care providers.
- b. Follow-up on CDRC clinic recommendations.
- c. Facilitate hospital discharge care plans.
- d. Document or develop a service plan and care coordination plan with the family.
- e. Assure direct special health services are provided through family education, intervention, or referral to appropriate provider.
- f. Review, evaluate and modify service plan, and monitor progress.
- g. Provide information to the family on legal rights and services when requested.
- h. Educate families to gain skills in problem solving, self-advocacy and care coordination.
- i. Provide support services to the family as needed.
- j. Collaborate with the designated representative from the Oregon Department of Education to assure that the health needs for children enrolled in EI/ECSE programs are identified and appropriate services provided.
- k. As CDRC expands local and regional services for CSHN, the CaCoon Coordinator will participate in program planning and coordination of these services for the children residing in their county.

CaCoon
OREGON CARE COORDINATION PROGRAM
MINIMUM STANDARDS OF PROGRAM PERFORMANCE

1. Children referred to the CaCoon Coordinator will receive an initial contact within ten (10) days. Priority will be given to families with
 - a. a newborn with a disability
 - b. a newly diagnosed infant/child with a disability
2. The CaCoon Coordinator will meet the minimum caseload expectation of twenty five (25) contacts per month for a 1.0 F.T.E. This standard assumes a mixed Tier I-III level caseload as defined in the CaCoon Program Manual.
3. Families considered part of the CaCoon Coordinator's active caseload will receive no fewer than one contact every three months.
4. The CaCoon Coordinator will assure that children and their families receive the following minimum assessments:
 - a. family assessment
 - b. developmental screening
 - c. child health assessment including hearing and vision screening
5. The CaCoon Coordinator will submit completed data collection forms for each month by the 5th of the following month and complete two, two-week time studies each year.
6. The CaCoon Coordinator will assure that CaCoon is represented at the county Local Advisory Group.
7. The CaCoon Coordinator will attend a minimum of two CaCoon Inservice sessions each year. New Coordinators will also attend the Program Orientation.



OREGON HEALTH SCIENCES UNIVERSITY

Child Development and Rehabilitation Center-P.O. 574-Portland, Oregon 97207-0574 494-8077
Regional Service Center-Clinical Services Building-University of Oregon-Eugene, Oregon 97403-1303 346-3575
Medford Branch-Suite No.5,832 E. Main Street-Medford, Oregon 97504-7153 776-6146

CONSENT FOR EXCHANGE OF CONFIDENTIAL INFORMATION

OREGON HEALTH SCIENCES UNIVERSITY
CHILD DEVELOPMENT AND
REHABILITATION CENTER (CDRC)
CARE COORDINATION PROGRAM
(CACOON)

Patient's Name: _____

Date of Birth: _____

OHSU Medical Record No.: _____
(if known)

Consent for Exchange of Information between the CDRC and County Health Departments:

I authorize the exchange of medical and nursing reports, including psychological, psychiatric, social, and alcohol and drug abuse information between the Child Development and Rehabilitation Center/OHSU and the _____ County Health Department for the purpose of continuity of care and quality assurance monitoring.

This consent is valid for the length of time of participation in the CaCoon Program or one year, whichever occurs first, unless revoked in writing earlier.

Signature (patient-guardian-legal representative)

Date

Relationship to Patient

Specifically Protected Information

My signature below authorizes the exchange of HIV related (AIDS) test results or information between _____ County Health Department and the Child Development and Rehabilitation Center.

Signature

Date

Meeting Date: SEP 02 1993
Agenda No: C-2

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Contract # 103554

Subject: FY93/94 Agreement with City of Portland for Aging Services

BOARD BRIEFING Date Requested:
 Amount of time:

REGULAR MEETING Date Requested:
 Amount of time: 5 minutes

DEPARTMENT: Social Services DIVISION: Aging Services

CONTACT: Kathy Gillette/Julie Bergstrom TELEPHONE: 248-3620

 BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Gary Nakao / Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Aging Services Division requests approval of the Intergovernmental Agreement with the City of Portland, which assigns responsibility for funding and administering the Area Agency on Aging (County Aging Services Division) and the Portland/Multnomah Commission on Aging (PMCoA) for the period July 1, 1993 through June 30, 1994.

This agreement provides \$332,414 of City funds to the County Aging Services Division for operations of district senior service centers and assigns to the County the responsibility for administering the Area Agency on Aging.

The Agreement also provides to the City \$57,406 in County Non-Departmental funds (matched by an equal amount of City funds) for operation of the City-administered PMCoA.

9/3/93 originals to Caroline Sullivan

RECEIVED
COUNTY OF MULTNOMAH
AUG 26 AM 9:49
COUNTY CLERK'S OFFICE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Gary Nakao / JB

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES

AGING SERVICES DIVISION

AREA AGENCY ON AGING

421 S.W. 5TH, 3RD FLOOR

PORTLAND, OREGON 97204

SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620

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: Beverly Stein
Multnomah County Chair

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

FROM: Jim McConnell, Director
Aging Services Division *[Signature]*

DATE: August 23, 1993

SUBJECT: FY 1993-94 Intergovernmental Agreement with City of Portland for Aging Services

Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement with the City of Portland, for the period July 1, 1993 through June 30, 1994.

Analysis: The City and County are jointly designated by the State as the local Area Agency on Aging. The attached intergovernmental agreement between Multnomah County and City of Portland establishes responsibility for administering the Area Agency on Aging (Aging Services Division) and its advisory committee (Portland Multnomah Commission on Aging (PMCoA)). It includes arrangements for City funds to come to the County for Aging Services Division and County funds to go to the City for PMCoA. The intergovernmental agreement is renewed annually.

The agreement provides for \$332,414 of City funds to come in quarterly payments to the County to support operations of the Aging Services Division's district senior service centers. County Nondepartmental funds of \$57,406 will be paid to the City in a lump sum to support operations of the PMCoA.

In previous years, this agreement has included Long Term Care funds which the County has passed on to the PMCoA for administration of the Long Term Care Ombudsman Program in Multnomah County. Effective July 1, 1993, this program is being administered directly by the State. The County is providing no funds in this agreement for the operation of the Ombudsman program.

The intergovernmental agreement identifies the City Bureau of Parks and Recreation as the City party responsible for administering the agreement. Aging Services Division is the designated County party.

Background: These City and County funds are included in the adopted County Budget.

Retroactivity: It was necessary to delay processing the contract until final County budget figures became available.

iga94.tl

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract #

103554

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 <div style="text-align: center;"> APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK </div>

Department DSS Division ASD Date 8-19-93Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floorAdministrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Renews City/County Agreement re: Area Agency on Aging, County receives City funds for District Senior Centers. County provides funds to City for Portland/Multnomah Commission on Aging.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of Portland Bureau of Parks and RecreationMailing Address 1120 SW 5th Room 502Portland OR 97204Phone 796-6972Employer ID# or SS# 93-6002236Effective Date July 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 332,414 Revenue57,406 Expenditure**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)

 PMCoA
 Remittance Address 1120 SW 5th 5th Floor
 (If Different) Portland OR 97204

Payment Schedule _____ Terms _____

☒ Lump Sum \$ 57,406 County to City ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ 83,103 City to County ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☒ No ☐Date 20 Aug 93

Date _____

Date 8-25-93Date September 2, 1993

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	1750			2773			City General Fund	332,414		
02.	100	050	9395		XA02	6050			County General Fund	57,406		
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INTERGOVERNMENTAL AGREEMENT FOR OPERATION
OF THE AREA AGENCY ON AGING

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the agreement originally executed on January 1, 1984 from July 1, 1993 through June 30, 1994.

SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging; and

F. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State funds under Title XIX of the Social Security Act; and

G. WHEREAS, it is the intention of the CITY and COUNTY to jointly fund both the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens advisory group, and the Multnomah County Aging Services Division; and

H. WHEREAS, the CITY and COUNTY are both committed through Aging Policy for Portland and Multnomah County of 1982 to support specialized urban and human services to the elderly;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the AAA for the period of this agreement. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group in equal shares for the period of this agreement. Funding for the AAA and PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. COUNTY will continue to have administrative responsibility for the AAA until this agreement is terminated or replaced.

C. The AAA shall operate as a separate division, called the Aging Services Division of the Department of Social Services.

D. The administrative responsibility for the PMCoA will remain with CITY.

SECTION IV: AGREED/COUNTY

A. Pursuant to ORS 190.030(1) COUNTY shall perform within the boundaries of COUNTY, all services to the elderly prescribed by the Annual Plan, as approved under the Older Americans Act, Oregon Project Independence, and Title XIX (Medicaid) SSBG/GA Program. In the event CITY fails to provide its share of local funding based on the mutually approved Annual Plan, COUNTY at its discretion may review and revise its obligation under this Section.

B. COUNTY shall maintain sub-planning and service area districts within COUNTY boundaries and shall maintain advisory committees for each of these designated sub-planning and service area districts. The advisory committees shall have review and comment authority on all funds and services allocated to the respective sub-districts.

C. COUNTY shall provide the following reports and documents to the PMCoA:

- Annual Plan and any modifications thereto;
- Copies of program performance reports.

D. COUNTY shall provide to the CITY's Parks Bureau all billing invoices and any other program reports listed in Section IV.C as requested by the Parks Bureau designee.

E. COUNTY will hold intact the AAA policy of contracting for services and developing and implementing a single entry system.

SECTION V: AGREED/CITY

A. Pursuant to ORS 190.030 (1) CITY hereby assigns to COUNTY the responsibility and authority to perform for CITY, services to the elderly within the city boundaries, as prescribed in the Annual Plan and approved by State under the Older Americans Act, Oregon Project Independence, and Title XIX/SSBG/GA program.

B. The PMCoA shall serve as the CITY's liaison with the AAA to receive program reports and documents listed in Section IV.C. CITY's Parks Bureau designee shall serve as the CITY's liaison to receive billing invoices from the COUNTY.

C. CITY shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

D. The CITY budget allocation for the AAA and the PMCoA shall be administered by the Bureau of Parks and Recreation and shall support in addition to the PMCoA, the operation of the District Senior Service Centers.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. It is the policy of CITY and COUNTY together to provide the required local funding for the AAA. The provision of funding by CITY and COUNTY shall be determined through approval of respective CITY and COUNTY annual budgets for the AAA.

B. Quarterly payments to be paid by CITY in the following schedule for FY93/94 are:

August 1, 1992	\$ 83,103
November 1, 1992	83,103
February 1, 1993	83,103
May 1, 1993	<u>83,105</u>
TOTAL	\$ 332,414

C. COUNTY shall provide to CITY one-half of the required local funding for the PMCoA. These funding amounts are listed in Table A: PMCoA FY 1993-94 Funding.

Table A: PMCoA FY 1992-93 Funding

County Fund Source/ City Program	County General Fund	Title XIX	County Match	Total Funds
Non-Departmental/PMCoA	\$57,406			\$57,406

D. COUNTY shall pay the amount due for PMCoA for FY 93-94 to CITY in a single payment in the amount of \$57,406, on or before December 31, 1993 upon receipt of an invoice on a form provided by the COUNTY (SEE Attachment A). Any portion thereof unused during the fiscal year shall be returned to COUNTY.

E. COUNTY will waive indirect costs for the Older Americans Act and Oregon Project Independence funds now and in the future. COUNTY will not divert these funds from services to pay indirect costs. COUNTY will charge indirect costs on Title XIX Administrative dollars and any new Federal and State dollars as allowed.

F. COUNTY shall support the AAA policy of allocating funds and services, for non-restricted funding sources, to the designated sub-planning and service area districts through an allocation formula based on the in-need elderly population within COUNTY boundaries.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

A. Regarding the PMCoA, the CITY and COUNTY agree to the following:

1. The Board of COUNTY Commissioners and the CITY Council agree to maintain a PMCoA.
2. The administrative responsibility for the PMCoA will remain with the CITY.
3. It is the policy of the CITY and COUNTY to provide one-half each of the required local funding based on the mutually approved work plan of the PMCoA.
4. The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

5. The PMCoA shall carry out the above purposes by:

- a. representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

b. meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

c. developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

d. providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

e. representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

f. representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

g. serving an advocacy role on behalf of older persons through:

(1) legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

(2) education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

(3) advocacy for needed programs and services in the public and private sector; and

(4) coordination of its advocacy activities with other community groups.

h. conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

i. preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

j. assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

6. The PMCoA shall be composed of twenty-five (25) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows:

a. at least fifty-one percent (51%) shall be persons over 60 years of age;

b. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;

c. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and

d. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;

e. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

f. In addition, membership distribution shall be as follows:

- one (1) consumer representing each of the eight (8) District Advisory Councils:

- one (1) elected official;
- six (6) members representing retired persons organizations;
- one (1) consumer representing disabled persons;
- nine (9) members-at-large.

g. Appointment of members to the PMCoA shall be made as follows:

The Mayor of the CITY of Portland shall appoint one (1) consumer each representing the North, Downtown, Northwest, and Near Northeast District Advisory Councils; four (4) members representing retired persons' organizations; and four (4) members-at-large.

The Multnomah COUNTY Board Chair shall appoint one (1) consumer each representing the East County, Southwest, Northeast and Southeast District Advisory Councils; two (2) members representing retired persons' organizations; five (5) members-at-large and one consumer representing disabled persons.

The PMCoA shall appoint one (1) elected official.

7. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

8. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

9. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

B. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained.

SECTION VIII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1993 and continue until June 30, 1994 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

Dated this _____ day of _____, 1993.

CITY OF PORTLAND

By: _____
Vera Katz, Mayor
City of Portland

By: _____
City of Portland Auditor

REVIEWED:

By: _____
City of Portland Attorney

Date: _____

COUNTY OF MULTNOMAH

By: _____
Beverly Stein
Multnomah County Chair

By: _____
Director,
Aging Services Division

REVIEWED:

By: _____
Multnomah County Counsel

Date: 8.25.93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

CITY/COUNTY COMMISSION ON AGING

INVOICE FOR SERVICES

TO: Aging Services Division
421 S.W. Fifth Ave., Third Floor
Portland, Oregon 97204
Attn: Jeanette Hankins

FROM: Portland/Multnomah Commission on Aging
1120 S.W. Fifth Ave., Fifth Floor
Portland, Oregon 97204

I hereby request payment for the County portion of joint
City/County funding of the Portland/Multnomah Commission on Aging:

Time Period Covered: July 1, 1993-June 30, 1994

Amount: Lump Sum in the amount of \$_____.

Make checks payable to: Portland/Multnomah Commission on Aging,
City of Portland

Signed: _____ Title: _____

Date: _____

6/91 ltco

MEETING DATE: SEP 02 1993

AGENDA NO: C-3

C#103504

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Intergovernmental Agreement with Parkrose School District #3

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

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

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 xt.6858

BLDG/ROOM #: 160/6th floor

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):

This contract renews the agreement to provide school mental health services to youths in the Parkrose School District. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Child and Adolescent Mental Health Program (CAMHP) to assist in providing the services. This agreement is effective for the period September 1, 1993 through June 30, 1994 and will provide \$12,500 in revenue to the County CAMHP.

9/3/93 originals to Kathy
TINKLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao/AS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF 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: August 6, 1993

SUBJECT: Approval of Four Revenue Agreements with the Child and Adolescent Mental Health Program

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of four Intergovernmental Agreements between the Child and Adolescent Mental Health Program (CAMHP) and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, and Parkrose School District effective September 1, 1993 through June 30, 1994.

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

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	3,000
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These four schools have allocated funds to the Child and Adolescent Mental Health Program to assist in providing the services. One more Intergovernmental Agreement with Gordon Russell Middle School is anticipated and will be processed as soon as it is received.

County General Fund support for this program of \$75,000 was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103504Amendment # -

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 BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Social Services Division MHYFSD Date August 4, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

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

Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$12,500 for
core mental health services for students, effective September 1, 1993 through
June 30, 1994.

RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name PARKROSE SCHOOL DISTRICT #3Mailing Address 10636 NE PrescottPortland, OR 97220Phone 503/257-5200Employer ID# or SS# N/AEffective Date September 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 12,500Remittance 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 13 Aug 93

Date _____

Date 8-18-93Date 9/2/93

Date _____

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)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1375						Revenue 2782	12,500		
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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FISCAL YEAR 1993-1994

This Agreement, made and entered into as of the 1st day of September, 1993, by and between the Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Parkrose School District Number 3, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

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

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

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

I. Term

The term of this Agreement shall be from September 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

II. Services Description

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

1. Core mental health services will be provided to students. These services shall include:
 - a. Consultation with school personnel,
 - b. Diagnostic screening,
 - c. Referrals,
 - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
 - a. Parent training,
 - b. DISTRICT staff training,
 - c. Psychological evaluations,
 - d. Other special services identified by the DISTRICT and the COUNTY.

- B. DISTRICT shall make referrals to the COUNTY School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY School Mental Health Program (SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and its designated School Mental Health consultants shall consist of 2.5 days per week for a 36 week academic year excluding school holidays, during 1993-94 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Working agreements shall be developed with each school (hereinafter includes DISTRICT departments and school buildings) served under this Agreement. Working agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Working agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

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

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$12,500, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary by January 15, 1994; April 15, 1994; and June 15, 1994.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

- D. Computation of Agreement days includes all direct service provision time plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
 2. Travel outside of normal workday hours,
 3. Maintenance of client records and client correspondence,
 4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 5. Planning and preparation for special services provided under this Agreement,
 6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled and are chargeable under this Agreement

VI. Liability

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

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

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

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1. By mutual written consent of the parties;
 - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

PARKROSE SCHOOL DISTRICT
NUMBER THREE

MULTNOMAH COUNTY, OREGON:

BY *Don Kwasney* 6/28/93
Chair, Board of Directors Date

BY *Beverly Stein* 9/2/93
Beverly Stein, Chair Date

BY *Arnold Zook* 6/8/93
Superintendent Date

BY *Gary W. Smith* 8/16/93
Gary W. Smith Date
Division Director,
Mental Health, Youth and
Family Services

BY *Viggo Anderson Ed.D* 6/23/93
Director Student Services Date

BY *James Edmondson* 8/18/93
James Edmondson Date
Program Manager,
Child and Adolescent
Mental Health Program

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

BY *LAURENCE KRESSEL* 8-18-93
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 02 1993

AGENDA NO: C-4

C# 103514

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Intergovernmental Agreement with Gresham Grade School District #4 -
Dexter-McCarty Middle School

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

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

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 xt. 6858
BLDG/ROOM #: 160/6th floor

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):

This contract renews the agreement to provide school mental health services to youths in the Gresham Grade School District #4 - Dexter-McCarty Middle School. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Child and Adolescent Mental Health Program (CAMHP) to assist in providing the services. This agreement is effective for the period September 1, 1993 through June 30, 1994 and will provide \$3,000 in revenue to the County CAMHP.

9/3/93 originals to KATHY TINKLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: 

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF 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: August 6, 1993

SUBJECT: Approval of Four Revenue Agreements with the Child and Adolescent Mental Health Program

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of four Intergovernmental Agreements between the Child and Adolescent Mental Health Program (CAMHP) and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, and Parkrose School District effective September 1, 1993 through June 30, 1994.

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

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	3,000
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These four schools have allocated funds to the Child and Adolescent Mental Health Program to assist in providing the services. One more Intergovernmental Agreement with Gordon Russell Middle School is anticipated and will be processed as soon as it is received.

County General Fund support for this program of \$75,000 was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.



CONTRACT APPROVAL FORM (See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

 Contract # 103514
 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 (REVENUE) APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-4</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

 Department SOCIAL SERVICES Division MHYFSD Date AUGUST 4, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

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

 Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$3,000 for
core mental health services for students, effective September 1, 1993 through
June 30, 1994.

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

 ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF
Contractor Name GRESHAM GRADE SCHOOL DISTRICT #4Mailing Address 1331 NW Eastman ParkwayGresham, OR 97030Phone 503/661-3000Employer ID# or SS# N/AEffective Date September 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 3,000**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)

Dexter McCarty Middle School)

 Remittance Address _____
 (If Different)

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

 Encumber: Yes ☒ No ☐

 Date 13 Aug 93

Date _____

 Date 8-18-93

 Date September 2, 1993

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.	156	010	1375						Revenue 2786	3,000	
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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FISCAL YEAR 1993-1994

This Agreement, made and entered into as of the 1st day of September, 1993, by and between the Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Gresham Grade School District Number 4, Dexter McCarty Middle School, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

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

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

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

I. Term

The term of this Agreement shall be from September 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

II. Services Description

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

1. Core mental health services will be provided to students. These services shall include:
 - a. Consultation with school personnel,
 - b. Diagnostic screening,
 - c. Referrals,
 - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
 - a. Parent training,
 - b. DISTRICT staff training,
 - c. Psychological evaluations,
 - d. Other special services identified by the DISTRICT and the COUNTY.

Gresham Grade School District Number 4
Dexter McCarty Middle School
FY 93-94

- B. DISTRICT shall make referrals to the COUNTY School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY School Mental Health Program (SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and its designated School Mental Health consultants shall consist of 6 hours per week for a 36 week academic year excluding school holidays, during 1993-94 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Working agreements shall be developed with each school (hereinafter includes DISTRICT departments and school buildings) served under this Agreement. Working agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Working agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

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

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$3,000 payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary by January 15, 1994; April 15, 1994; and June 15, 1994.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

- D. Computation of Agreement hours includes all direct service provision time plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
 2. Travel outside of normal workday hours,
 3. Maintenance of client records and client correspondence,
 4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 5. Planning and preparation for special services provided under this Agreement,
 6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled and are chargeable under this Agreement

VI. Liability

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

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

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

Gresham Grade School District Number 4
Dexter McCarty Middle School
FY 93-94

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1. By mutual written consent of the parties;
 - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

GRESHAM GRADE SCHOOL DISTRICT
NUMBER FOUR
DEXTER MCCARTY MIDDLE SCHOOL

MULTNOMAH COUNTY, OREGON:

By _____
Chair, Board of Directors Date

By Beverly Stein 9/2/93
Beverly Stein, Chair Date

By Carven Beatty 6/28/93
Date

By Gary W. Smith 8/10/93
Date
Gary W. Smith
Division Director,
Mental Health, Youth and
Family Services

By _____
Date

By James Edmondson 8/6/93
Date
James Edmondson
Program Manager,
Child and Adolescent
Mental Health Program

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By Deputy County Counsel 8-18-97
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 02 1993

AGENDA NO: C-5

C#103524

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Intergovernmental Agreement with Centennial School District #28J

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

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

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 xt. 6858

BLDG/ROOM #: 160/6th floor

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):

This contract renews the agreement to provide school mental health services to youths in the Centennial School District #28J. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Child and Adolescent Mental Health Program (CAMHP) to assist in providing the services. This agreement is effective for the period September 1, 1993 through June 30, 1994 and will provide \$22,500 in revenue to the County CAMHP.

9/3/93 ORIGINALS TO KATHY
TINKLE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao/AS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF 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

MEMORANDUM

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: August 6, 1993

SUBJECT: Approval of Four Revenue Agreements with the Child and Adolescent Mental Health Program

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of four Intergovernmental Agreements between the Child and Adolescent Mental Health Program (CAMHP) and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, and Parkrose School District effective September 1, 1993 through June 30, 1994.

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

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	3,000
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These four schools have allocated funds to the Child and Adolescent Mental Health Program to assist in providing the services. One more Intergovernmental Agreement with Gordon Russell Middle School is anticipated and will be processed as soon as it is received.

County General Fund support for this program of \$75,000 was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103524Amendment # -

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement (REVENUE) APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	--

Department SOCIAL SERVICES Division MHYFSD Date AUGUST 4, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6
 Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$22,500 for core mental health services for students, effective September 1, 1993 through June 30, 1994.
RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORFContractor Name CENTENNIAL SCHOOL DISTRICT #28JMailing Address 18135 SE BrooklynPortland, OR 97236-1099Phone 503/760-7990Employer ID# or SS# N/AEffective Date September 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 22,500.00**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) [Signature]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 13 Aug 93

Date _____

Date 8-19-93Date September 2, 1993

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC	IND
01.	156	010	1375						REvenue 2791	22,500		
02.												
03.												
* If additional space is needed, attach separate page. Write contract # on top of page.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FISCAL YEAR 1993-1994

This Agreement, made and entered into as of the 1st day of September, 1993, by and between the Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Centennial School District Number 28J, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

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

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

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

I. Term

The term of this Agreement shall be from September 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

II. Services Description

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

1. Core mental health services will be provided to students. These services shall include:
 - a. Consultation with school personnel,
 - b. Diagnostic screening,
 - c. Referrals,
 - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
 - a. Parent training,
 - b. DISTRICT staff training,
 - c. Psychological evaluations,
 - d. Other special services identified by the DISTRICT and the COUNTY.

- B. DISTRICT shall make referrals to the COUNTY School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY School Mental Health Program (SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and its designated School Mental Health consultants shall consist of 4.5 days per week for a 36 week academic year excluding school holidays, during 1993-94 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Working agreements shall be developed with each school (hereinafter includes DISTRICT departments and school buildings) served under this Agreement. Working agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Working agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

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

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$22,500, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary by January 15, 1994; April 15, 1994; and June 15, 1994.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

D. Computation of Agreement days includes all direct service provision time plus indirect service support, including:

1. Travel required to provide direct services under this Agreement,
2. Travel outside of normal workday hours,
3. Maintenance of client records and client correspondence,
4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
5. Planning and preparation for special services provided under this Agreement,
6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled and are chargeable under this Agreement

VI. Liability

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

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

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

Centennial School District Number 28J
FY 93-94

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1. By mutual written consent of the parties;
 - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

CENTENNIAL SCHOOL DISTRICT
NUMBER 28 J

MULTNOMAH COUNTY, OREGON:

By Kathleen Canfield 7/1/93 By Beverly Stein 9/2/93
Chair, Board of Directors Date Chair Date

By G. Benson 7/1/93 By Gary W. Smith 8/10/93
Superintendent Date Division Director,
Mental Health, Youth and
Family Services

By Marvin W. Hempel 7-1-93 By James Edmondson 8/1/93
Director Student Services Date Program Manager,
Child and Adolescent
Mental Health Program

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By [Signature] 8.15.93
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 02 1993

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Intergovernmental Agreement with Barlow-Gresham Union High School District #U2-20JT

BOARD BRIEFING Date Requested: C#103534

Amount of Time Needed: 5 minutes

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

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

CONTACT: Kathy Tinkle **TELEPHONE #:** 248-3691 xt.6858
BLDG/ROOM #: 160/6th floor

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):

This contract renews the agreement to provide school mental health services to youths in the Barlow-Gresham Union High School District #U2-20JT. The County has been historically involved with mental health services for school-aged youths for the past 30 years. The schools that want the services allocate funds to the Child and Adolescent Mental Health Program (CAMHP) to assist in providing the services. This agreement is effective for the period September 1, 1993 through June 30, 1994 and will provide \$20,000 in revenue to the County CAMHP.

9/3/93 originals to Kathy
TINKLE

SIGNATURES REQUIRED:

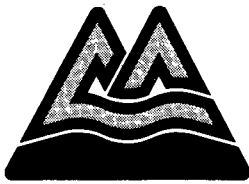
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao / DB

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF 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 *Gary Nakao/08*
Department of Social Services

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

DATE: August 6, 1993

SUBJECT: Approval of Four Revenue Agreements with the Child and
Adolescent Mental Health Program

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of four Intergovernmental Agreements between the Child and Adolescent Mental Health Program (CAMHP) and Barlow-Gresham Union High School District, Centennial School District, Dexter McCarty Gresham Grade School, and Parkrose School District effective September 1, 1993 through June 30, 1994.

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

Barlow-Gresham	\$20,000
Centennial	22,500
Gresham Dexter McCarty	3,000
Parkrose	12,500

The County has been involved with mental health services for school-aged youths for the past thirty years. These four schools have allocated funds to the Child and Adolescent Mental Health Program to assist in providing the services. One more Intergovernmental Agreement with Gordon Russell Middle School is anticipated and will be processed as soon as it is received.

County General Fund support for this program of \$75,000 was restored in the final stages of the FY 93/94 Budget Approval process to retain the current level of services.



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 103534Amendment # -

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>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department SOCIAL SERVICES Division MHYFSD Date AUGUST 4, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact Kathy Tinkle Phone 248-3691 Bldg/Room 160/6
 Description of Contract An agreement wherein the DISTRICT agrees to pay COUNTY \$20,000 for core mental health services for students, effective September 1, 1993 through June 30, 1994.
RFP/BID # N/A - IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name BARLOW-GRESHAM UNION HIGH SCHOOL DISTRICT # U2-20JTMailing Address 1331 NW Eastman ParkwayGresham, OR 97030-3825Phone 503/661-3000Employer ID# or SS# N/AEffective Date September 1, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 20,000Remittance 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 13 Aug 93

Date _____

Date 8-19-93Date September 2, 1993

Date _____

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

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1375						Revenue 2783	20,000	
02.											
03.											
* 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

INTERGOVERNMENTAL AGREEMENT
FOR SCHOOL MENTAL HEALTH SERVICES
FISCAL YEAR 1993-1994

This Agreement, made and entered into as of the 1st day of September, 1993, by and between the Mental Health, Youth and Family Division, Multnomah County, Oregon, a home rule political subdivision of the State of Oregon, (hereinafter referred to as "COUNTY"), and Barlow-Gresham Union High School District Number U2-20 JT, a body politically organized and existing under the laws of the State of Oregon (hereinafter referred to as "DISTRICT"):

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

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

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

I. Term

The term of this Agreement shall be from September 1, 1993, to and including June 30, 1994, unless sooner terminated under the provisions hereof.

II. Services Description

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

1. Core mental health services will be provided to students. These services shall include:
 - a. Consultation with school personnel,
 - b. Diagnostic screening,
 - c. Referrals,
 - d. Mental health treatment.
2. Additional Services may be negotiated within this Agreement. These services include programs for:
 - a. Parent training,
 - b. DISTRICT staff training,
 - c. Psychological evaluations,
 - d. Other special services identified by the DISTRICT and the COUNTY.

Barlow-Gresham Union High School
District Number U2-20 JT
FY 93-94

- B. DISTRICT shall make referrals to the COUNTY School Mental Health Program consultants with necessary and pertinent non-confidential client information.
- C. COUNTY School Mental Health Program (SMHP) shall retain final authority in clinical decisions.

III. COUNTY Responsibilities

- A. The aggregate services provided by COUNTY and its designated School Mental Health consultants shall consist of 4.0 days per week for a 36 week academic year excluding school holidays, during 1993-94 school year. Agreement hours include all items referenced in Section V., D., inclusive.
- B. Working agreements shall be developed with each school (hereinafter includes DISTRICT departments and school buildings) served under this Agreement. Working agreements shall include specific services to be provided, schedule for provision of services, beginning and ending date of services, and identification of other activities related to provision of services. Working agreements shall be approved and signed by appropriate school representative, SMHP consultant, and SMHP Program Supervisor.
- C. COUNTY assumes costs for administration, malpractice, clinical supervision, medical authorization of medicaid services, materials and supplies, and employee leave benefits.

IV. DISTRICT Responsibilities

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

V. Compensation

- A. DISTRICT agrees to pay COUNTY a total sum of \$20,000, payable in three equal payments based upon the receipt of the COUNTY Service Summary.
- B. COUNTY shall submit a Service Summary by January 15, 1994; April 15, 1994; and June 15, 1994.
- C. DISTRICT agrees to make payments to COUNTY within 30 days of the receipt of the Service Summary.

- D. Computation of Agreement days includes all direct service provision time plus indirect service support, including:
1. Travel required to provide direct services under this Agreement,
 2. Travel outside of normal workday hours,
 3. Maintenance of client records and client correspondence,
 4. Preparation of clinical reports required under this Agreement and other reports as requested by designated school representatives,
 5. Planning and preparation for special services provided under this Agreement,
 6. Items 3, 4, and 5 may occur off site and/or when classes are not scheduled and are chargeable under this Agreement

VI. Liability

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

VII. Confidentiality and Client Records

- A. COUNTY shall have access to such reports, files, documents, papers and records of DISTRICT as are directly pertinent to services provided under this Agreement after obtaining the appropriate consent in writing.
- B. COUNTY shall maintain confidential records for all direct service clients. Said records and reports shall be maintained by COUNTY.

VIII. Modification and Termination

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

Barlow-Gresham Union High School
District Number U2-20 JT
FY 93-94

- B. This Agreement may be terminated prior to the expiration of the agreed-upon term:
 - 1. By mutual written consent of the parties;
 - 2. By either party upon thirty (30) days written notice.
- C. Payment by DISTRICT shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by COUNTY against DISTRICT under this Agreement.
- D. Termination under any provision of this Agreement shall not affect any right, obligation, or liability of DISTRICT or COUNTY which accrued prior to such termination.

IX. Integration

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

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

MULTNOMAH COUNTY, OREGON:

By Stephen C. Linn 7/12/93 By Beverly Stein 9/2/93
Chair, Board of Directors Date Beverly Stein, Chair Date

By _____ Date By Gary W. Smith 8/10/93
Gary W. Smith Date
Division Director,
Mental Health, Youth and
Family Services

By _____ Date By James Edmondson 8/9/93
James Edmondson Date
Program Manager,
Child and Adolescent
Mental Health Program

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By LAURENCE KRESSEL 8.15.93
Deputy County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

Date Submitted _____

(For Clerk's Use)
Meeting Date **SEP 02 1993**
Agenda No. C-7

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: FINDING OF WASTE AND/OR ABANDONMENT AND ORDER FOR DEED

Informal only _____
(date)

Formal only _____
(date)

Department Environmental Services

Division Tax Title Unit

Contact Larry Baxter

Telephone 248-3590

Name(s) of person presentation to Board Larry Baxter

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

On April 19, 1993 a hearing was held in which it was determined that the following tax foreclosed properties are abandoned and in a state of waste; therefore the Director of Environmental Services recommends that these properties be deeded to Multnomah County under the provisions of ORS 312.122 and Multnomah County Ordinance #630.

SEE ATTACHED LIST OF 10 PROPERTIES

certified true
9/7/93 *copy to LARRY BAXTER*

() Information Only () Preliminary Approval () Policy Direction (X) Approval

Indicate the estimated time needed on agenda 5 Minutes.

Impact:

() Personnel

() Fiscal/Budgetary

() General Fund

(X) Other Tax Title Fund

Signatures:

Department Head, Elected Official or County Commissioner: *BH William*

Budget/Personnel: _____

County Counsel: (Ordinances, Resolutions, Agreements, Contracts) *FLD*

Other: *Facilities Management*
(Purchasing, Facilities Management, etc.)

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

1993 AUG 27 11:10 14
MULTNOMAH COUNTY
OREGON

7/28/93

REPORT TO THE DIRECTOR OF ENVIRONMENTAL SERVICES

A final hearing was convened on April 19, 1993 to consider a number of properties that were deemed by the County to be wasted and abandoned. Persons did appear with an interest in some of the properties and after hearing their testimony, together with the evidence presented by the County, the hearings officer recommends to the Director of Environmental Services that these properties, as per Section III (A) and (D) of Multnomah County Ordinance #630 be foreclosed.

Hearing #91043 (Vacant land) --Record-owner is Transition Support Services, Inc. Tax Account is #61760-0470. Legal Description is Northwest Mt. Tabor taxlot #1 of lots 15-17, Block 2 as described in attached Exhibit A formerly known as 814 NE 60th Ave.

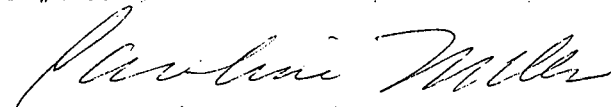
John Poling represented record-owner, Transition Support Service at PO Box 8608 Portland 90207. He stated that the house had burned down three years prior. There is no house on the lot because the City of Portland demolished it. The City's liens exceeded the value of the property. When asked by the hearings offices, "What is your intent today regarding this property?" John Poling replied, "We don't want to salvage that one." He stated that he had no objection to the foreclosure as wasted and abandoned property.

Also appearing was Janie Wilson who owns a business at 6011 NE Oregon which is adjacent to the property in question. She brought pictures showing the condition of the vacant land and argued that the property in its current condition was a detriment to the neighborhood.

The hearings officer finds that the evidence provided by staff is creditable and incorporates their records as part of this decision. In doing so, the hearings officer finds that the property has been wasted and abandoned under Multnomah County Ordinance #630 (A) and (D).

The hearings regarding the following properties were not contested. The hearings officers reviewed the records presented by the county and finds them to be creditable and incorporates these as part of this order. Therefore, the following properties are declared wasted and abandoned under ORS 630 (A)&(D).

5305 NE 11th Avenue #91035
4815 NE Killingsworth #91037
1122 NE Beech #91038
3532 NE 8th #91039
4030 NE 6th #91040
617 NE 6th #91041
736 NE Roselawn #91045
former 1315 NE Sumner #91046
5106 NE 16th #91050



Caroline Miller, Hearings Officer

Hearing Date: April 19, 1993

Hearing #91035 CAESAR PARK LOT 8, BLOCK 2 commonly known as 5305 NE 11th Ave (12690-0220)

Hearing #91037 JORBADE TAXLOT #11 OF LOT 13, BLOCK 1 as described in attached Exhibit A commonly known as 4815 NE Killingsworth St (43410-2440)

Hearing #91038 LINCOLN PARK-WEST 33 1/3' OF NORTH 10' OF LOT 15, BLOCK 15; WEST 33 1/3' OF LOT 16, BLOCK 15 commonly known as 1122 NE BEECH ST (49710-2330)

Hearing #91039 LINCOLN PARK-SOUTH 33 1/3' OF LOT 5, BLOCK 18 commonly known as 3532 NE 8th Ave (49710-2780)

Hearing #91040 LINCOLN PARK ANNEX-SOUTH 20' OF LOT 5, BLOCK 17 commonly known as 4030 NE 6th Ave (49730-2680)

Hearing #91041 LINCOLN PARK ANNEX-EAST 36' OF LOT 8, BLOCK 17 commonly known as 617 NE Shaver St. (49730-2720)

Hearing #91043 NORTHWEST MT TABOR-TAXLOT #1 OF LOTS 15-17, BLOCK 2 as described in attached Exhibit B (61760-0470)

Hearing #91045 ROSELAWN LOT 22, BLOCK 7 commonly known as 736 NE Roselawn St. (72500-1070)

Hearing #91046 SERENE PARK LOT 3&4, BLOCK 2 formerly known as 1315 NE Sumner (75420-0130)

Hearing #91050 VERNON LOT 4, BLOCK 26 commonly known as 5106 NE 16th Ave (86070-4710)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring Various)	
Tax Foreclosed Properties Abandoned and	)	ORDER
Subject to waste and Ordering the Tax	)	93-292
Collector to Issue a Deed)	

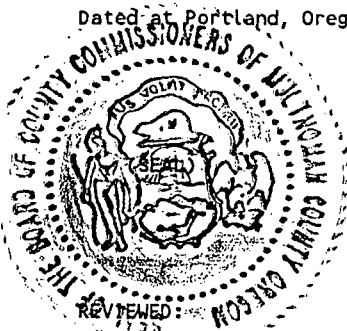
It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes and thereafter, after providing notice to the owner and any person or entity who appears in the County records to have a lien or other interest in the foreclosed property and posting a notice on the property, hearings were held as provided by ORS 312.122 and Multnomah County Ordinance 630; and

It further appearing that the Hearings Officer found that the real property herinafter described is abandoned and in a state of waste and the Director of Environmental Services recommends that forfeiture is appropriate. The Board having reviewed the findings of the Hearings Officer, adopts these findings as its own and adopts the recommendations of the Director of Environmental Services.

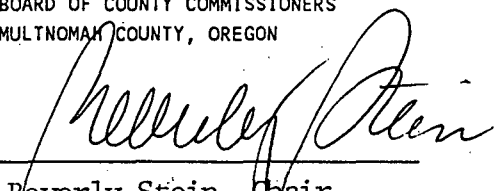
NOW, THEREFORE, it is hereby ORDERED, that the Chair of the Multnomah County Board of County Commissioners direct the Tax Collector to deed to the County on a date not earlier than thirty (30) days from the date of this order, during which period the property may be redeemed by the affected parties; the following properties situated in the County of Multnomah, State of Oregon:

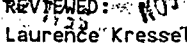
- Hearing #91035 CAESAR PARK LOT 8, BLOCK 2 commonly known as 5305 NE 11th Ave (12690-0220)
- Hearing #91037 JORBADE TAXLOT #11 OF LOT 13, BLOCK 1 as described in attached Exhibit A commonly known as 4815 NE Killingsworth St (43410-2440)
- Hearing #91038 LINCOLN PARK-WEST 33 1/3' OF NORTH 10' OF LOT 15, BLOCK 15; WEST 33 1/3' OF LOT 16, BLOCK 15 commonly known as 1122 NE BEECH ST (49710-2330)
- Hearing #91039 LINCOLN PARK-SOUTH 33/1/3' OF LOT 5, BLOCK 18 commonly known as 3532 NE 8th Ave (49710-2780)
- Hearing #91040 LINCOLN PARK ANNEX-SOUTH 20' OF LOT 5, BLOCK 17 commonly known as 4030 NE 6th Ave (49730-2680)
- Hearing #91041 LINCOLN PARK ANNEX-EAST 36' OF LOT 8, BLOCK 17 commonly known as 617 NE Shaver St. (49730-2720)
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- Hearing #91045 ROSELAWN LOT 22, BLOCK 7 commonly known as 736 NE Roselawn St. (72500-1070)
- Hearing #91046 SERENE PARK LOT 3&4, BLOCK 2 formerly known as 1315 NE Sumner (75420-0130)
- Hearing #91050 VERNON LOT 4, BLOCK 26 commonly known as 5106 NE 16th Ave (86070-4710)

Dated at Portland, Oregon this 2nd day of September, 1993



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

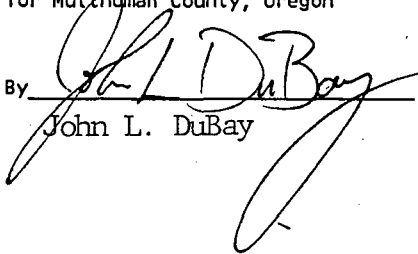
By 
John L. DuBay

EXHIBIT A

(43410-2440)

The following described property being a portion of Lot 13, Block 1, JORBADE, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the North line of N.E. Killingsworth Street, which is 50 feet West of the intersection of the North line of N.E. Killingsworth Street and the East line of Lot 13, Block 1; JORBADE, a platted addition in Multnomah County, Oregon; running thence North 90 feet to a point; thence West 50 feet to a point; thence South 90 feet to a point in the North line of said N.E. Killingsworth Street; thence East 50 feet to the place of beginning.

EXHIBIT B

(61760-0470)

The Northwesterly half of Lot 15, and that portion of 16 and 17, more particularly described as follows:

Commencing at the Northwest corner of Lot 17; thence South on the West line of said lot 25 feet; thence Easterly 100 feet; more or less, to the East line of said Lot 16, 60 feet Southerly from the Northeast corner of said Lot; thence Northerly along said East line 60 feet to Northeast corner of Lot 16; thence Westerly 69.6 feet, more or less, to place of beginning, all being situated in Block 2, NORTHWEST MOUNT TABOR, in the City of Portland, County of Multnomah and State of Oregon.

MEETING DATE: SEP 02 1993

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Correction Deed to Tax Collector.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of a Correction Deed to the Multnomah County Tax Collector as requested by County Counsel.

CORRECTION DEED D930902, and Board Orders attached.

9/7/93 originals to Larry
Baxter

1993 AUG 24 2:10:15
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Wellis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Correction Deed D930902 to Correct an)
Historical Error in Title) ORDER 93-293
Precipitated by Tax Foreclosure)

It appearing that heretofore, on October 18, 1991, 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.

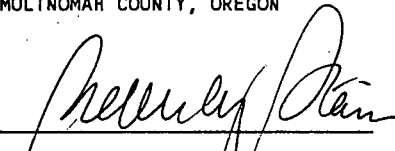
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a Quitclaim Deed to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION, FOR MULTNOMAH COUNTY (Former owner, Roy Bagley) for the following described real property situated in the County of Multnomah, State of Oregon:

CENTRAL ALBINA
LOT 13, BLOCK 19

Dated at Portland, Oregon this 2nd day of September, 1993

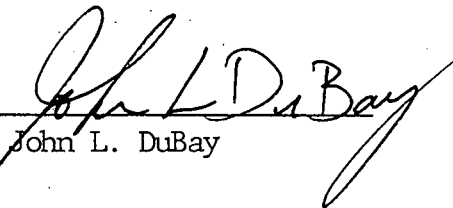


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein Chair

Laurence Krassel, County Counsel
for Multnomah County, Oregon

By


John L. DuBay

QUITCLAIM DEED D930902

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, releases and quitclaims to JANICE M. DRUIAN, DIRECTOR, DIVISION OF ASSESSMENT AND TAXATION, (Former owner, Roy Bagley) DEPARTMENT OF ENVIRONMENTAL SERVICES FOR MULTNOMAH COUNTY, STATE OF OREGON, Grantee the following described real property, situated in the County of Multnomah, State of Oregon:

CENTRAL ALBINA, LOT 13, BLOCK 19

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.

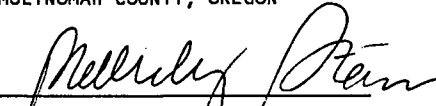
Until a change is requested, all tax statements shall be sent to the following address:

610 SW ALDER ST, SECOND FLOOR, PORTLAND OREGON 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 2nd day of September, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

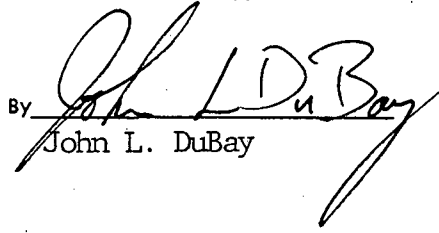
REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

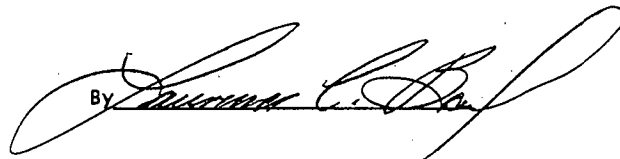
DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management Division

By


John L. DuBay

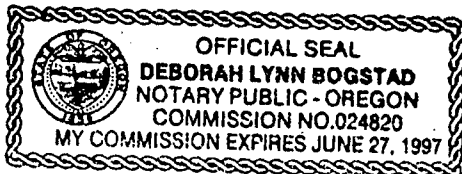
By



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to former owner.

BOARD BRIEFING: Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Repurchase Deed D9409120 to former owner's heirs.

Deed D940912 and Board Order attached.

On June 24, 1993 Agenda Item R21, Board conditionally allowed this repurchase contract.

9/7/93 originals to
LARRY BAXTER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: Robert Oberst Betty Huelich

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)	
Deed D940912 for Certain Tax	)	ORDER
Acquired Property to:)	
WALTER L. MAXWELL, JR, JANET LEE MAXWELL,	)	93-294
JUANITA MAXWELL & WALTER ALLEN MAXWELL)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that WALTER L. MAXWELL, JR, JANET LEE MAXWELL, JUANITA MAXWELL & WALTER ALLEN MAXWELL are the former record owners thereof, and have applied to the county to repurchase said property for the amount of \$13,432.66 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owners for said amount;

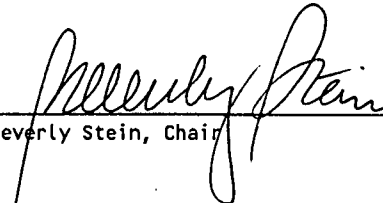
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owners the following described property situated in the County of Multnomah, State of Oregon:

OAKHURST
LOT 1, BLOCK 10

Dated at Portland, Oregon this 2nd day of September, 1993

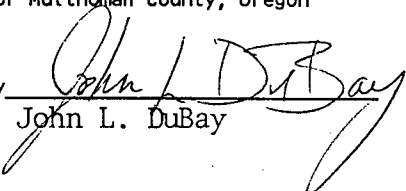


BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By


John L. DuBay

DEED D940912

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WALTER L. MAXWELL, JR., JANET LEE MAXWELL, JUANITA MAXWELL & WALTER ALLEN MAXWELL, Grantees the following described real property, situated in the County of Multnomah, State of Oregon:

OAKHURST
LOT 1, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,432.66.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

5812 NE 14TH AVE
PORTLAND, OR 97211

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993 by authority of an Order of said Board of County Commissioners heretofore entered of record.



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

By John L. DuBay
John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

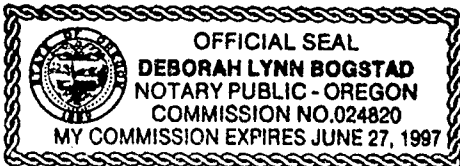
DEED APPROVED:
F. Wayne George
Facilities and Property Management

By F. Wayne George

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15116.

Deed D940913 and Board Orders attached.

9/7/93 originals to Larry Baxter

1993 AUG 24 11:16 AM
CLATSOP COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940913 Upon Complete Performance of) ORDER
a Contract to) 93-295
LOUIS L. SUTTON)
and DONNA J. SUTTON)

It appearing that heretofore, on July 16, 1982, Multnomah County entered into a contract with LOUIS L. SUTTON and DONNA J. SUTTON for the sale of the real property hereinafter described; and

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


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

HOLBROOKS ADD
LOT 14, BLOCK 23

Done at Portland, Oregon this 2nd day of September, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

DEED D940913

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to LOUIS L. SUTTON and DONNA J. SUTTON, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

HOLBROOKS ADD
LOT 14, BLOCK 23

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,130.00.

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

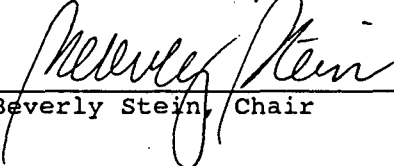
Until a change is requested, all tax statements shall be sent to the following address:

8718 N SWENSON ST
PORTLAND OR 97203-1035

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

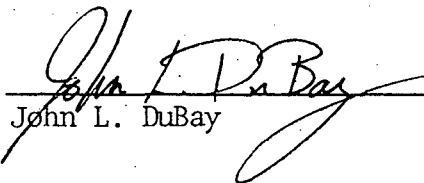


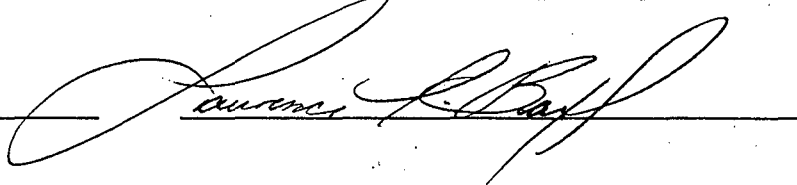
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

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


John L. DuBay

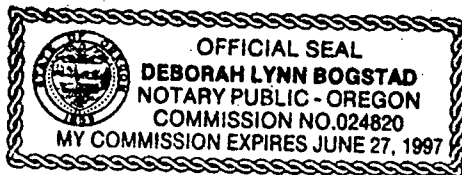


After recording, return to Multnomah County Tax Title (421/2nd floor)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #13357.

Deed D940914 and Board Orders attached.

9/7/93 originals to Larry Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Willie

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D940914 Upon Complete Performance of	)	ORDER
a Contract to)	
JOSEPH T. KALBERER	)	93-296
ROSEMARY E. KALBERER)	

It appearing that heretofore, on July 15, 1968, Multnomah County entered into a contract with JOSEPH T. KALBERER and ROSEMARY E. KALBERER for the sale of the real property hereinafter described; and

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

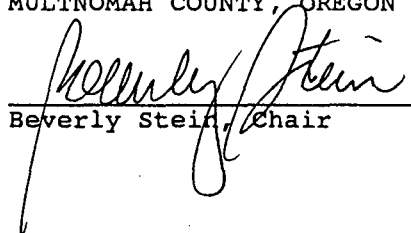
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

MILLERS ADD
LOT 18, BLOCK 10

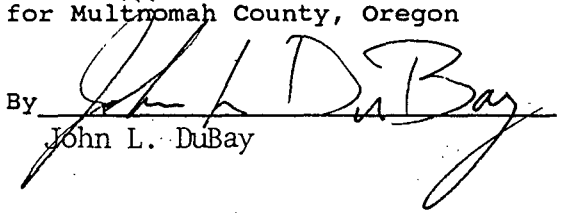
Dated at Portland, Oregon this 2nd day of September, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

DEED D940914

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to JOSEPH T. KALBERER and ROSEMARY E. KALBERER, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

MILLERS ADD
LOT 18, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,110.95.

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

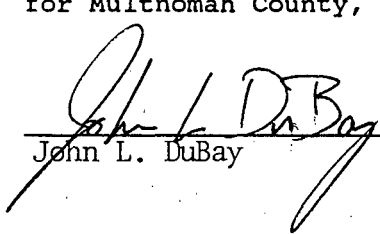
Until a change is requested, all tax statements shall be sent to the following address:

1546 SE MALDEN ST
PORTLAND OR 97202-6052

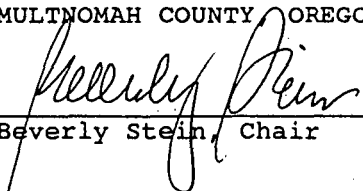
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



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


John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON


Beverly Stein, Chair

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

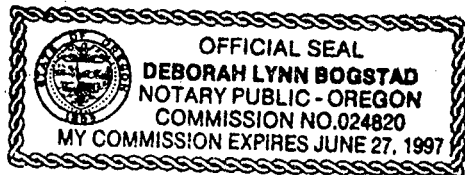

Robert Oherst

After recording, return to Multnomah County Tax Title (421/2nd floor)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor.

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #14088.

Deed D940915 and Board Orders attached.

9/7/93 originals to Larry Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Willie

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG 24 AM 10:15
MULTNOMAH COUNTY
OREGON
CLERK OF BOARD
COUNTY COMMISSIONER

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D940915 Upon Complete Performance of	)	ORDER
a Contract to)	
DENNIS WILLIAMS	)	93-297
ETHYL WILLIAMS)	

It appearing that heretofore, on June 23, 1980, Multnomah County entered into a contract with DENNIS WILLIAMS and ETHYL WILLIAMS for the sale of the real property hereinafter described; and

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

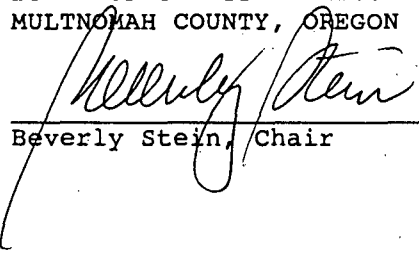
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the county of Multnomah, State of Oregon:

CENTRAL ALBINA
LOT 6, BLOCK 11.

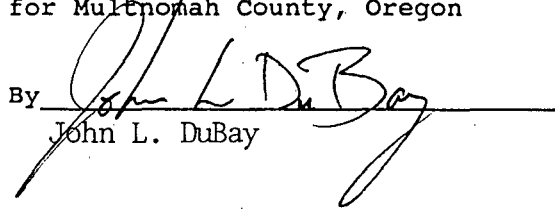
Dated at Portland, Oregon this 2nd day of September, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

DEED D940915

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

CENTRAL ALBINA
LOT 6, BLOCK 11

The true and actual consideration paid for this transfer, stated in terms of dollars is \$2,855.88.

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

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

4125 N GANTENBEIN AVE
PORTLAND OR 97217-2901

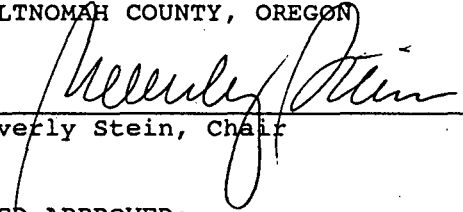
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



REVIEWED: 10/27/93
Laurence Kressel, County Counsel
for Multnomah County, Oregon


John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

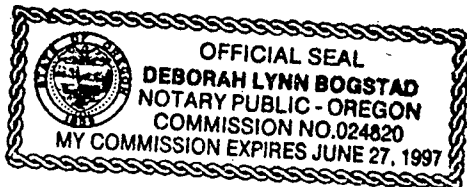

Robert Christ

After recording, return to Multnomah County Tax Title (421/2nd floor)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to contract purchaser for completion of contract

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: 5 MINUTES.

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Deed to contract purchaser for completion of Contract #15586.

Deed D940916 and Board Orders attached.

9/7/93 originals to Larry Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Willis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG 24 AM 10:14
CLERK OF BOARD OF
COUNTY COMMISSIONERS
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D940916 Upon Complete Performance of) ORDER
a contract to)
KENNETH A. PAULSEN) 93-298
and CATHLEEN L. PAULSEN)

It appearing that heretofore, on January 28, 1991, Multnomah County entered into a contract with KENNETH A. PAULSEN and CATHLEEN L. PAULSEN for the sale of the real property hereinafter described; and

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

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

AS DESCRIBED IN ATTACHED EXHIBIT A

Dated at Portland, Oregon this 2nd day of September, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

EXHIBIT A

(64990-3030/3360/3400/3480/3580)

PASADENA
EXC PT IN SW LESSER RD
S 15' OF E 90' OF LOT 16, BLOCK 11

PASADENA
LOTS 5-8, BLOCK 12

PASADENA
TL #2 OF LOTS 10-16, BLOCK 12
LOTS 10 THRU 16, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF
MULTNOMAH AND STATE OF OREGON

EXCEPT THAT PART LYING WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2: A PARCEL OF LAND LYING IN LOTS 10, 11, 12, 19, 20 AND 21,
BLOCK 12, PASADENA, MULTNOMAH COUNTY, OREGON; THE SAID PARCEL BEING
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE
NORTH LINE OF SAID LOT 10 A DISTANCE OF 35 FEET; THENCE SOUTH PARALLEL WITH
THE WEST LINE OF SAID LOTS 10 AND 11 A DISTANCE OF 82.11 FEET; THENCE
SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 19;
THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 12 TO THE NORTHWEST CORNER OF
SAID LOT 21; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 21 TO THE
NORTHEAST CORNER OF SAID LOT 21; THENCE NORTH ALONG THE WEST LINE OF SAID
LOTS 11 AND 10 TO THE POINT OF BEGINNING.

PASADENA
TL #3 OF LOTS 17-21, BLOCK 12
LOTS 17 THRU 21, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF
MULTNOMAH AND STATE OF OREGON.

EXCEPT THAT PART LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2: A PARCEL OF LAND LYING IN LOTS 10, 11, 12, 19, 20 AND 21,
BLOCK 12, PASADENA, MULTNOMAH COUNTY, OREGON; THE SAID PARCEL BEING
DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE
NORTH LINE OF SAID LOT 10 A DISTANCE OF 35 FEET; THENCE SOUTH PARALLEL WITH
THE WEST LINE OF SAID LOTS 10 AND 11 A DISTANCE OF 82.11 FEET; THENCE
SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 19;
THENCE NORTH ALONG THE WEST LINE OF SAID BLOCK 12 TO THE NORTHWEST CORNER OF
SAID LOT 21; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 21 TO THE
NORTHEAST CORNER OF SAID LOT 21; THENCE NORTH ALONG THE WEST LINE OF SAID
LOTS 11 AND 10 TO THE POINT OF BEGINNING.

PASADENA
TL #5 OF LOT 28, BLOCK 12
LOT 28, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH
AND STATE OF OREGON.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 1: A PARCEL OF LAND LYING IN LOT 28, BLOCK 12, PASADENA,
MULTNOMAH COUNTY, OREGON; THE SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 28 AT A POINT 71 FEET EAST OF
THE SOUTHWEST CORNER OF SAID LOT 28; THENCE WEST ALONG SAID SOUTH LINE 71
FEET TO SAID SOUTHWEST CORNER; THENCE NORTH ALONG THE WEST LINE OF SAID LOT
28 TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE EAST ALONG THE NORTH LINE
OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTHWESTERLY
IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

DEED D940916

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to KENNETH A. PAULSEN and CATHLEEN L. PAULSEN, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$11,100.00.

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

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

5638 SW HAINES ST
PORTLAND OR 97219

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

John L. DuBay

John L. DuBay

After recording, return to Multnomah County Tax Title (421/2nd floor)

EXHIBIT A

(64990-3030/3360/3400/3480/3580)

PASADENA
EXC PT IN SW LESSER RD
S 15' OF E 90' OF LOT 16, BLOCK 11

PASADENA
LOTS 5-8, BLOCK 12

PASADENA
TL #2 OF LOTS 10-16, BLOCK 12
LOTS 10 THRU 16, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF
MULTNOMAH AND STATE OF OREGON

EXCEPT THAT PART LYING WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

PARCEL 2: A PARCEL OF LAND LYING IN LOTS 10, 11, 12, 19, 20 AND 21,
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DESCRIBED AS FOLLOWS:

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NORTH LINE OF SAID LOT 10 A DISTANCE OF 35 FEET; THENCE SOUTH PARALLEL WITH
THE WEST LINE OF SAID LOTS 10 AND 11 A DISTANCE OF 82.11 FEET; THENCE
SOUTHWESTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 19;
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NORTHEAST CORNER OF SAID LOT 21; THENCE NORTH ALONG THE WEST LINE OF SAID
LOTS 11 AND 10 TO THE POINT OF BEGINNING.

PASADENA
TL #3 OF LOTS 17-21, BLOCK 12
LOTS 17 THRU 21, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF
MULTNOMAH AND STATE OF OREGON.

EXCEPT THAT PART LYING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND:

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DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 10; THENCE EAST ALONG THE
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NORTHEAST CORNER OF SAID LOT 21; THENCE NORTH ALONG THE WEST LINE OF SAID
LOTS 11 AND 10 TO THE POINT OF BEGINNING.

PASADENA
TL #5 OF LOT 28, BLOCK 12
LOT 28, BLOCK 12, PASADENA, IN THE CITY OF PORTLAND, COUNTY OF MULTNOMAH
AND STATE OF OREGON.

EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

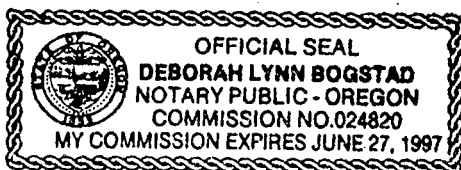
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MULTNOMAH COUNTY, OREGON; THE SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID LOT 28 AT A POINT 71 FEET EAST OF
THE SOUTHWEST CORNER OF SAID LOT 28; THENCE WEST ALONG SAID SOUTH LINE 71
FEET TO SAID SOUTHWEST CORNER; THENCE NORTH ALONG THE WEST LINE OF SAID LOT
28 TO THE NORTHWEST CORNER OF SAID LOT 28; THENCE EAST ALONG THE NORTH LINE
OF SAID LOT 28 TO THE NORTHEAST CORNER OF SAID LOT 28; THENCE SOUTHWESTERLY
IN A STRAIGHT LINE TO THE POINT OF BEGINNING.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

AGENDA NO: C-14

AGENDA PLACEMENT FORM

6/93

STATE OF
CLATSOP COUNTY
1993 AUG 24 AM 10:11
CLATSOP COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of)
Deed D940917 Upon Complete Performance of) ORDER
a contract to) 93-299
GORDON E. POWELSON, TRUSTEE TEKS TRUST)

It appearing that heretofore, on June 20, 1983, Multnomah County entered into a contract with GORDON E. POWELSON, TRUSTEE TEKS TRUST for the sale of the real property hereinafter described; and

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

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

SEC 6, 1S 1E
TL #315 AS DESCRIBED IN ATTACHED EXHIBIT A

Dated at Portland, Oregon this 2nd day of September, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
John L. DuBay

EXHIBIT A

(99106-3150)

In the County of Multnomah, State of Oregon:

Beginning at a point on the west line of SW 61st Drive, County Road No. 1384, said point bears South $32^{\circ} 23'$ West, 30.00 feet from engineers center line station 8+08.89 BC of said SW 61st Drive and North $43^{\circ} 15' 59''$ East, 1409.00 feet from the west one-quarter corner of Section 6, Township 1 South, Range 1 East, Willamette Meridian; thence South $65^{\circ} 15' 54''$ West, 246.60 feet; thence North $8^{\circ} 22' 10''$ West, 261.96 feet for the true point of beginning of the tract of land herein described; thence from said true point of beginning North $8^{\circ} 22' 10''$ West, 165.00 feet; thence South $66^{\circ} 14' 05''$ East, 202.81 feet to a point on the west line of SW 61st Drive, County Road No. 1384; thence along said west line, along the arc of a 173.24 foot radius curve to the left, (the chord of which bears South $7^{\circ} 00' 30.5''$ East, 176.33 feet) a distance of 185.00 feet; thence North $62^{\circ} 57' 00''$ West, 205.60 feet to the true point of beginning.

DEED D940917

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to GORDON E. POWELSON, TRUSTEE IEKS TRUST; Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 6, 1S 1E
TL #315 AS DESCRIBED IN ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is \$3,587.00.

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

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

6155 SW SEYMOUR ST
PORTLAND OR 97221-1137

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

John L. DuBay
John L. DuBay

F. Wayne George

EXHIBIT A

(99106-3150)

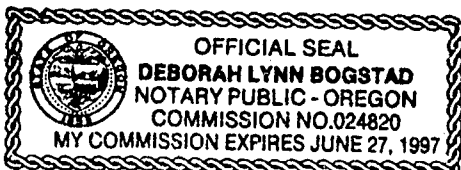
In the County of Multnomah, State of Oregon:

Beginning at a point on the west line of SW 61st Drive, County Road No. 1384, said point bears South $32^{\circ} 23'$ West, 30.00 feet from engineers' center line station 8+08.89 BC of said SW 61st Drive and North $43^{\circ} 15' 59''$ East, 1409.00 feet from the west one-quarter corner of Section 6, Township 1 South, Range 1 East, Willamette Meridian; thence South $65^{\circ} 15' 54''$ West, 246.60 feet; thence North $8^{\circ} 22' 10''$ West, 261.96 feet for the true point of beginning of the tract of land herein described; thence from said true point of beginning North $8^{\circ} 22' 10''$ West, 165.00 feet; thence South $66^{\circ} 14' 05''$ East, 202.81 feet to a point on the west line of SW 61st Drive, County Road No. 1384; thence along said west line, along the arc of a 173.24 foot radius curve to the left, (the chord of which bears South $7^{\circ} 00' 30.5''$ East, 176.33 feet) a distance of 185.00 feet; thence North $62^{\circ} 57' 00''$ West, 205.60 feet to the true point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993
AGENDA NO: C-15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to former owner.

BOARD BRIEFING: Date Requested: _____
Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: 5 MINUTES

DEPARTMENT: Environmental Services DIVISION: Facilities & Property Management

CONTACT: Larry Baxter TELEPHONE #: 248-3590
BLDG/ROOM #: 421/Second Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request approval of Repurchase contract #15720 to former owner.

Contract #15720 and Board Order attached.

On June 24, 1993 Agenda Item R18, Board conditionally allowed this repurchase contract.

9/7/93 originals to Larry Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: Robert Oberst Betty H. Williams

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15720)
for the Sale of Certain Real Property) ORDER
to)
VIRGINIA QUIMBY, MULTNOMAH COUNTY) 93-300
DEPUTY PUBLIC GUARDIAN/CONSERVATOR)
FOR MELVIN L. CARY)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that VIRGINIA QUIMBY, MULTNOMAH COUNTY DEPUTY PUBLIC GUARDIAN/CONSERVATOR FOR MELVIN L. CARY is the former owner thereof and has applied to the county to enter into a contract to repurchase said property for the amount of \$16,665.71, which amount is not less than that required by ORS 275.180; and that it is for the best interest of the county that said application be accepted and that said property be sold to said former owners for said amount;

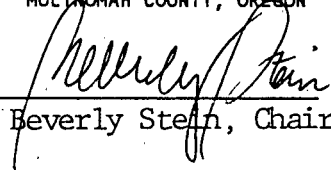
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with VIRGINIA QUIMBY, MULTNOMAH COUNTY DEPUTY PUBLIC GUARDIAN/CONSERVATOR FOR MELVIN L. CARY for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

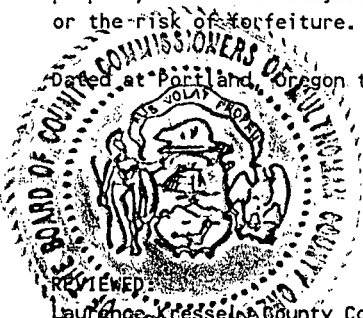
SYNDICATE ADD
LOTS 1 & 2, BLOCK 7

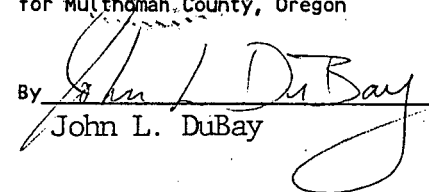
for the sum of \$16,665.71, payable as follows: \$1,666.57 in cash upon the execution of this agreement, and the balance in equal monthly installments of \$161.24 each, over a term of 180 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property of the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 2nd day of September, 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


Reviewed
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

Contract #15720

THIS AGREEMENT, made this 2nd day of September, 1993 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and VIRGINIA QUIMBY, MULTNOMAH COUNTY DEPUTY PUBLIC GUARDIAN/CONSERVATOR FOR MELVIN L. CARY hereinafter called Purchaser; the County agrees to sell to Purchaser the property hereinafter described for the price and on the terms and conditions set forth below:

SYNDICATE ADD LOTS 1 & 2, BLOCK 7

A. Purchase Price.

Purchaser agrees to pay the sum of \$16,665.71, to be paid \$1,666.57 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than \$161.24 over a term of 180 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on March 15, 1993 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Terms and Conditions.

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

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

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

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

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

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

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

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by purchaser or purchasers' agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a. and B7b. shall survive any termination or cancellation of this agreement for any reason.

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

C. Default

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

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

D. Tax Notice

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

421 SW FIFTH AVE, 3RD FLOOR PORTLAND, OR 97204-2220

E. Assignment

This contract cannot be assigned.

F. Conveyance of Title

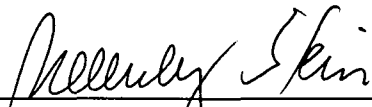
Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by good and sufficient deed of conveyance.

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

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

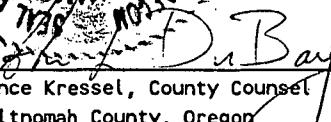
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

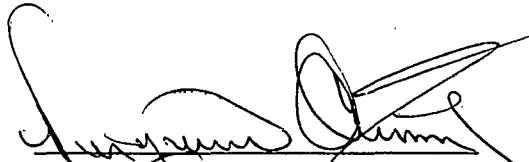
By


Beverly Stein, Chair



By

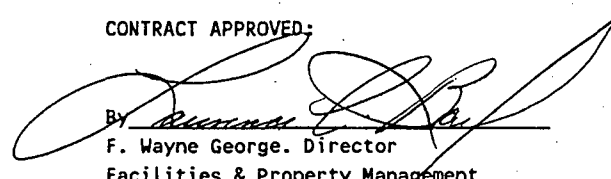

Laurence Kressel, County Counsel
of Multnomah County, Oregon


VIRGINIA QUIMBY, MULTNOMAH COUNTY

DEPUTY PUBLIC GUARDIAN/CONSERVATOR
FOR MELVIN L. CARY

CONTRACT APPROVED:

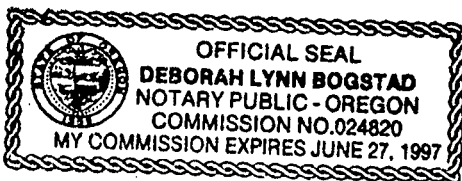
By


F. Wayne George, Director
Facilities & Property Management

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: September 2, 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Introduction of Chair Staff

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 15 Minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Maria Rojo de Steffey TELEPHONE #: 248-3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Beverly Stein

ACTION REQUESTED:

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

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

Chair Beverly Stein will introduce the members of her staff and identify their respective team duties.

1993 AUG 26 AM 11:14
MULTI-COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

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

CHAIR'S STAFF

1.0 County Chair Stein

Sets overall policy direction for County, focusing on quality services and setting benchmarks and performance measures. Directs administrative work.

1.0 Executive Assistant Farver

Responsible in Chair's absence. Supervises Quality Services and Support Services Teams. Liaison to other County and City elected officials. Coordinates Budget and Policy Initiatives.

QUALITY SERVICES TEAM

2.0 Quality Services Specialists Peterson/Rojo de Steffey

Manages Support Services. Facilitates development of policy by working with Board, Departments, and community on specific policy issues. Oversees creation of high performance learning organization. Coordinates review of placement of materials on agenda.

0.9 Evaluation/Budget Specialist Steele

Oversees development of program budget and development of performance measures with budget officer and auditor. Assists in preparation of Executive Budget. Facilitates evaluation.

1.0 Economic Development Specialist Timko

Coordinates County response to Economic Development plan and county involvement with the Columbia Gorge planning. Special liaison to needs of citizens in county's rural areas. Advises Chair on land use issues.

COMMUNICATIONS AND COMMUNITY SERVICES TEAM

1.0 Communications and Community Services Coordinator Scholes

Develops an organizing strategy to empower communities through partnerships with county government and other organizations. Oversees Constituent Services. Develops public information plan. Provide regular media briefings and news opportunities.

1.0 Community Partnership Specialist

Allen

Develops community partnerships with local universities, schools, foundations, and the business community. Liaison to Partners for Human Investment

2.0 Community Services Specialists Mapps/Boyd

Recommends appointments to Boards and Commissions coordinated with Board. CIC liaison. Develop strategy for involving citizens through citizen committees, task forces, public meetings. Follow up on constituent complaints. Assists with public information functions.

COMMUNITY INVESTMENT TEAM

1.0 Community Investment Coordinator

Monroe

Implements Community Investment Services Strategy in conjunction with Departments and Divisions. Implements Family Support Centers. Links Community needs to service delivery system

SUPPORT SERVICES TEAM

1.0 Administrative Assistant

Farrell

Supervisor of Support Services Team and Clerk's Office. Office manager. Coordinates Administrative Procedures work. Reviews all contracts and agenda items.

1.0 Legislative/Administrative Secretary

Martin

Receptionist at Front Desk. Responsible for mailings, coordinating word processing needs, completing payroll, filing and supplies. First response on constituent complaints

0.6 Management Intern

Phillips

Assists Support Services Team

2.0 Board Clerks

Bogstad / Parkerson

Schedules Board meetings. Prepares weekly agenda and keeps records at board meetings. Responds to public inquiries. Maintains Board Records.

CHAIR'S OFFICE STAFFING

EXECUTIVE ASSISTANT

BILL FARVER

Bill Farver will be Beverly Stein's Executive Assistant. Bill has extensive experience in policy work in local government, having served for County Commissioner Paulne Anderson, the Board of County Commissioners, and, most recently, for City Commissioner Gretchen Kafoury.

Bill has a law degree from Lewis and Clark College, a Masters in teaching from Reed College, and an undergraduate degree from Williams College. Prior to the government policy work, Bill worked for a community action agency, started and taught in an alternative school, and clerked for former Court of Appeals Justice Jonathan Newman.

QUALITY SERVICES SPECIALISTS

MELINDA G. PETERSEN

Melinda Petersen has been named Support Services Specialist for the Multnomah County Chair's Office. Previously, Petersen served as Personnel Director for the City of Portland Personnel Bureau, where she developed and implemented a comprehensive human resource program. Petersen is currently the President of the Oregon Public Employer Labor Relations Association. She also served on the steering committee for the Stand Up Portland Campaign. Petersen holds a Bachelor's degree in English from Portland State University and a Master's degree in English from Lewis and Clark.

MARIA ROJO DE STEFFEY

Maria Rojo de Steffey has been named Support Services Specialist for the Multnomah County Chair's Office. Rojo de Steffey joined the Multnomah County Department of Environmental Services in 1988 as an Administrative Analyst, later becoming Acting Deputy Director and Assistant Director. Previously, Rojo de Steffey served as Acting Expo/Fair Manager at the Department of Environmental Services. Rojo de Steffey earned her Bachelor's in the Wallace School of Community Services and Public Affairs from the University of Oregon.

EVALUATION/BUDGET SPECIALIST

MEGANNE STEELE

Meganne Steele has an extensive background in local government management, budgeting and performance evaluation systems. While on staff with the County Auditor, she developed a new program performance budget system. She started her local government career in Rochester, New York, where she studied Public Policy Analysis after completing her Bachelor's in Urban and Environmental Studies at the University of Rochester. Other experience includes serving as Budget Director for the City of Santa Monica, California.

ECONOMIC DEVELOPMENT SPECIALIST

SHARON TIMKO

Sharon Timko has been hired as the Economic Development Specialist. Sharon has worked for Multnomah County for three years developing and implementing policies and programs associated with the Columbia River Gorge National Scenic Area. A focal point of the Gorge planning process was economic and community development. In addition, she facilitated the development of the County's Regional Strategies Program, an Oregon Economic Development Program. Sharon brings land use planning, rural economic development, and resource recreation and tourism expertise to the County. Prior to Sharon's tenure with Multnomah County, she facilitated community development efforts for Idaho communities. Sharon has received a Master's degree in recreation resource and tourism management and a Bachelor's degree in park management.

COMMUNICATIONS AND COMMUNITY SERVICES COORDINATOR

RHYS SCHOLES

Rhys Scholes will serve as Communication and Community Services Coordinator. He has been a leader and an organizer in community groups and political campaigns in Portland for the last 16 years and has worked in private and public social services.

He has worked for Multnomah County Legal Aid, Oregon Legal Services, the State of Oregon's Adult and Family Services Division, the Portland Rainbow Coalition, Oregon State Public Interest Research Group and the Oregon Public Employees Union. He managed the 1984 Citizens Utility Board ballot measure campaign and served as Statewide Field Coordinator for Forward Oregon, the Democratic Party coordinated campaign in 1992.

COMMUNITY PARTNERSHIP SPECIALIST

JO ANN ALLEN

Jo Ann is the former Director of Development and Marketing for the Black United Fund of Oregon. She increased the visibility of the organization through building partnerships between the business community, non-profit organizations and Multnomah County. Her affiliations include City Club of Portland, Board of the Governor, National Society of Fundraising Executives, and the Willamette Valley Development Officers.

COMMUNITY SERVICES SPECIALIST

MINGUS MAPPS

Mingus has been named Community Services Specialist for Multnomah County. In 1992, Mapps joined the Portland Public Schools as an Intergovernmental Relations Specialist where he developed and implemented a community organizing campaign, and serviced as lobbyist for school finance and tax reform. He has two years experience in human services, serving as a Planning Associate with United Way of the Columbia Willamette and as a Program Development Technician for Multnomah County where he focused on development of juvenile justice programs. Mapps received his BA in Political Science from Reed College.

COMMUNITY SERVICES SPECIALIST

MARSHAWN BOYD

Marshawn obtained her Bachelor's in Public Relations and Political Science from Florida A&M University in Tallahassee, Florida. She has worked in public information departments for the St. Johns River Water Management District in Palatka, Florida; and the local newspaper in Tallahassee, and the Central Telephone Company of Florida. She also served as an Administrative Aide in the Mayor's Office during Bud Clark's term.

COMMUNITY INVESTMENT COORDINATOR

NORM MONROE

Norm has worked for Multnomah County for the last four years in various capacities. He has worked for the Department of Social Services, Multnomah County Board of Commissioners, and the Multnomah County Department of Justice Services. Norm has his Master's in Social Work from Portland State University and undergraduate degree in Social Science from Oregon State University.

ADMINISTRATIVE ASSISTANT

DELMA FARRELL

Delma joined the Chair's Office in 1986 as a Staff Assistant/Office Manager. During her seven years with the Chair's Office, she has monitored the office activities and the budget. She also serves as a liaison to Departments/Offices for administrative and Board procedures.

LEGISLATIVE/ADMINISTRATIVE SECRETARY

RITA LYNETTE MARTIN

Rita Lynette Martin has served as the Legislative/Administrative Secretary for the last four years. Previously, she worked in Atlanta, Georgia as an operator/receptionist, and senior accounting clerk.

MANAGEMENT INTERN

SARAH ELIZABETH PHILLIPS

Sarah, most recently, worked for City Commisstioner Gretchen Kafoury. She currently is enrolled in Portland Community College where she is studying Japanese and business. She is a graduate of Lincoln High School.

MEETING DATE: AUG 19 1993

AGENDA NO: R-2

SEP 02 1993
R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Minority-Owned and Women-Owned Business Participation in public Contracts

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: August 19, 1993

Amount of Time Needed: 5 minutes

DEPARTMENT: County Counsel DIVISION: _____

CONTACT: Chip Lazenby, Jr. TELEPHONE #: 248-3138
BLDG/ROOM #: 106/1530

PERSON(S) MAKING PRESENTATION: Chip Lazenby, Jr.

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Continued Until 9-2-93 & Also to have OGA on 9-2-93 Agenda.

*9/3/93 copies to Willie Walker,
Chip Lazenby & Chair Stein*

1993 AUG 12 PM 1:35
CLERK OF COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Ken Higgins

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 Intergovernmental
• Cooperation to Develop Incentives to
Increase Minority-Owned and Women-Owned
Business (W/MBE) Participation In Public
Contracts

RESOLUTION

WHEREAS, Multnomah County is committed to promoting diversity in all facets of community life; and

WHEREAS, Multnomah County recognizes that the 1989 US Supreme Court decision, Croson v. City of Richmond, has diminished the ability of women and minorities to participate in public contracts at the local government level; and

WHEREAS, a recent W/MBE Feasibility Study showed a dramatic decline in participation in all areas of contracting for voluntary MBE goals ; and

WHEREAS, Multnomah County has been working with other Tri-County jurisdictions to develop solutions that will help increase participation by W/MBEs in the contracting process; and

WHEREAS, The City of Portland has recently announced a "Fair Contracting and Employment Initiative"; and

WHEREAS, Multnomah County believes that by cooperating with the City of Portland in its efforts, the joint goal of diversifying contract participation and increasing economic benefits for all citizens can be more readily achieved;

NOW THEREFORE BE IT RESOLVED, that Multnomah County will participate with the City of Portland in the Contractor's Opportunity Loan Program to be implemented in conjunction with local commercial banks.

BE IT FURTHER RESOLVED, that Multnomah County will enter into an Intergovernmental Agreement with the City of Portland to provide 8 hours per month of an FTE to work with the City on Equal

Employment Opportunity contract certification and monitoring to better analyze diversification efforts by public contractors.

BE IT FURTHER RESOLVED, that Multnomah County will participate with the City of Portland in funding a MBE and WBE Disparity study to measure the extent of and identify the sources of racial and gender discrimination in the business sectors that receive public dollars through contracting.

BE IT FURTHER RESOLVED, that Multnomah County will establish W/MBE participation targets for contracting that will allow the County to measure its progress in increasing W/MBE participation.

BE IT FURTHER RESOLVED, that the County Purchasing Department is authorized to take such other steps as are necessary and compatible with cooperating with the City of Portland and other Tri-County jurisdictions to increase contracting opportunities for W/MBEs.

ADOPTED this _____ day of _____, 1993.

(SEAL)

By _____
H. C. Miggins, Acting Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By

 FOR

H. H. Lazenby, Jr.
Assistant County Counsel

08/12/93:1

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Intergovernmental
Cooperation to Develop Incentives to
Increase Minority-Owned and Women-Owned
Business (W/MBE) Participation In Public
Contracts

RESOLUTION
93-301.

WHEREAS, Multnomah County is committed to promoting diversity in all facets of community life; and

WHEREAS, Multnomah County recognizes that the 1989 US Supreme Court decision, Croson v. City of Richmond, has diminished the ability of women and minorities to participate in public contracts at the local government level; and

WHEREAS, a recent W/MBE Feasibility Study showed a dramatic decline in participation in all areas of contracting for voluntary MBE goals; and

WHEREAS, Multnomah County has been working with other Tri-County jurisdictions to develop solutions that will help increase participation by W/MBEs in the contracting process; and

WHEREAS, The City of Portland has recently announced a "Fair Contracting and Employment Initiative"; and

WHEREAS, Multnomah County believes that by cooperating with the City of Portland in its efforts, the joint goal of diversifying contract participation and increasing economic benefits for all citizens can be more readily achieved;

NOW THEREFORE BE IT RESOLVED, that Multnomah County will participate with the City of Portland in the Contractor's Opportunity Loan Program to be implemented in conjunction with local commercial banks.

BE IT FURTHER RESOLVED, that Multnomah County will enter into an Intergovernmental Agreement with the City of Portland to provide 8 hours per month of an FTE to work with the City on Equal

08/26/93:2

Employment Opportunity contract certification and monitoring to better analyze diversification efforts by public contractors.

BE IT FURTHER RESOLVED, that Multnomah County will participate with the City of Portland in funding a MBE and WBE Disparity study to measure the extent of and identify the sources of racial and gender discrimination in the business sectors that receive public dollars through contracting.

BE IT FURTHER RESOLVED, that Multnomah County will contribute no more than \$50,000 during fiscal year 1993-94 without further Board action. Multnomah County's total contribution for funding a Disparity study will not exceed \$100,000. The Board directs staff to negotiate with the City of Portland and other participating jurisdictions details of scope of the Disparity study.

BE IT FURTHER RESOLVED, that Multnomah County will establish W/MBE participation targets for contracting that will allow the County to measure its progress in increasing W/MBE participation.

BE IT FURTHER RESOLVED, that the County Purchasing Department is authorized to take such other steps as are necessary and compatible with cooperating with the City of Portland and other Tri-County jurisdictions to increase contracting opportunities for W/MBEs.

ADOPTED this 2nd day of September, 1993.



By Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By H. H. Lazenby, Jr.
H. H. Lazenby, Jr.
Assistant County Counsel

08/26/93:2



City of Portland
Vera Katz
Mayor

September 10, 1993

Beverly Stein, Chair
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman
Multnomah County Board of Commissioners
1120 S.W. 5th Ave., Room 1500
Portland, OR 97204

BCC ✓
BOARD OF
COUNTY COMMISSIONERS
1993 SEP 16 PM 12:56
MULTNOMAH COUNTY
OREGON

Dear Friends:

Thank you for agreeing to participate in a multi-jurisdictional Croson disparity study. Your commitment to promoting diversity in all facets of community life and your recognition of the decline of the participation of minority and female contracts since the 1989 Croson v. City of Richmond U.S. Supreme Court Decision is commendable.

I also applaud your willingness to participate with the city of Portland in the Contractor's Opportunity Loan Program, to be implemented in conjunction with local banks.

In addition, I am enthusiastic about your willingness to enter into an inter-governmental agreement with the city to provide eight hours per month of FTE to work on Equal Opportunity Contract Certification and Monitoring.

As partners in these efforts, we're going to make a real difference.

With warm regards,

Vera Katz
Mayor

VK:dp

cc: City Council
Lilly Walker
C3 Group

MEETING DATE: SEP 02 1993

AGENDA NO: R-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: ^{IGA} ~~Resolution~~ for Participation with the City of Portland in a Contractor's Opportunity Loan Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 5 Minutes

DEPARTMENT: MSS DIVISION: Purchasing

CONTACT: Chip Lazenby/Lillie Walker TELEPHONE #: 248-3138/248-5111

BLDG/ROOM #: Ford/106

PERSON(S) MAKING PRESENTATION: Chip Lazenby

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Request of Board of County Commission to approve ^{IGA} ~~Resolution~~ for participation with the City of Portland in a Contractor's Opportunity Loan Program (COLP). This program is referred to in Resolution for M/WBE Fair Contracting and Employment Program. No Budget Impact.

9/3/93 originals to Lillie Walker

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lillie D. Walker

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG 26 PM 12:37
MULTI-JURISDICTIONAL COUNTY
OREGON
OFFICE OF THE CLERK

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 500144

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-3</u> DATE <u>9/2/93</u> <hr/> BOARD CLERK
---	---	--

Department MANAGEMENT SUPPORT SER. Division Purchasing Date 8/25/93Contract Originator Lillie Walker/H.H. Lazenby Phone 248-5111 Bldg/Room FORD/421Administrative Contact Lillie Walker/ H.Lazenby Phone 248-3138 Bldg/Room B/106 R/1530Description of Contract Intergovernmental Agreement between the City of Portland, Portland Development Commission and Multnomah County to participate in a Micro Enterprise Loan Program.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland, City of - Bureau ofMailing Address Purchases and Stores
1120 SW Fifth Ave., Ptld OR 97204Phone (503) 796-6855

Employer ID # or SS # _____

Effective Date Upon Approval

Termination Date _____

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

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. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:
 Department Manager _____
 Purchasing Director Lillie Walker
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair/Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II contracts only)
Encumber: Yes ☐ No ☐

Date _____

Date August 25, 1993Date 8-26-93Date September 2, 1993

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 - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

MULTNOMAH COUNTY
CITY OF PORTLAND
INTERGOVERNMENTAL AGREEMENT

This Agreement is entered into by and between Multnomah County, Oregon ("COUNTY"), the City of Portland ("CITY"), and the Portland Development Commission ("COMMISSION"), jointly referred to in this Agreement as "the Parties". The Parties enter into this Agreement pursuant to the authority of ORS Chapter 190.

RECITALS

The Parties recognize the following reasons for entering into this Agreement:

A. There is a need for intergovernmental cooperation to address the financial and technical needs of small contractors, especially minority-owned and woman-owned businesses, within this region;

B. The technical and financial impediments to full participation in contracting opportunities by these businesses transcend jurisdictional boundaries;

C. Both the County and the City want to establish streamlined programs for delivery of technical assistance to these businesses;

D. The County and the City want to make commercial bank financing more accessible to small contractors and to promote long term and mutually beneficial relationships between commercial banks and small contractors;

E. The parties believe by establishing a Contractor's Opportunity Loan Program, small contractors will be given opportunities to fully participate in the regional construction industry and expanded business opportunities for contracting; and,

F. The Contractors' Opportunity Loan Program will generally benefit the local economy by expanding the overall participation of small, emerging businesses in government contracting and encouraging the growth of small businesses through technical and financial assistance.

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. Definitions

a. "COLP" means the Contractors' Opportunity Loan Program.

Intergovernmental Agreement

Page 1 of 8

- b. "Collateral" means Seventy-Five percent (75%) of the total proceeds derived from contracts between the Parties and businesses qualified to participate in the COLP. In determining the total amount of contract proceeds for each individual Party to this Agreement, only the contracts between that individual Party and the business shall be considered.
- c. "Participating Lender" means any commercial lending institution that has entered into a private lender participation agreement with the Commission to take part in the COLP.
- d. "Parties" means Multnomah County and the City of Portland, and such other municipalities, counties or other organizations as may later join in this Agreement.

2. Contractor Qualification

- a. The Parties' participation in the program is designed to assist small businesses in qualifying for loans from Participating Lenders. In order to participate in the COLP, each business shall be required to meet the following qualifications:
 - 1) For any business contracting with the County, the business shall have a head office located within Multnomah County. For any business contracting with the City, the business shall have a head office located within the City of Portland. The office must be located within the jurisdiction for a minimum of six months prior to the date a business applies for a COLP qualified loan;
 - 2) Only contracts awarded by the Parties will be eligible to qualify for COLP loans;
 - 3) The gross annual sales of the business shall not have exceeded \$4.5 million at any time during the business's most recently completed fiscal year, prior to the date the contract is awarded;
 - 4) The business must have been in existence for a minimum of one year prior to the date the contract is awarded;
 - 5) The business shall not have filed for or sought relief through a bankruptcy court within a two year period prior to application for the program. In addition, the business, at the time of the contract award, can have no unresolved litigation or pending

legal claims. This provision may be waived in the Participating Lender's discretion, subject to the review and approval of the City or County;

- 6) The business must have the bonding capacity for the contracts being bid;
- 7) These qualifications shall be applied each time the business applies for a loan under the COLP; and
- 8) No business shall be eligible to participate in the COLP for more than two consecutive years, or two years altogether.

3. Assignments of Proceeds and Guarantee of Loan

- a.
 - 1) The Parties agree to assign contract proceeds to Participating Lenders for payment of funds advanced to qualified businesses by Participating Lenders under the COLP. The Parties shall also separately guarantee payment of funds advanced to qualified businesses by Participating Lenders under the COLP.
 - 2) The assignments and guarantees given by the Parties to Participating Lenders shall be limited to the value of the Collateral. The County's assignment and guarantee shall be limited to the value of any County contracts with the qualified business, and the City's assignment and guarantee shall be limited to the value of City contracts with the qualified business. The form of the Assignment to be used under the COLP is attached to this Agreement as Exhibit 1. The form of the Guarantee to be used under the COLP is attached to this Agreement as Exhibit 2.
- b. Under the assignment by the Parties, the Parties shall make payments directly to Participating Lenders. The County and the City shall make such payments in the regular course of the contract, as contract performance is reviewed and accepted by them. Such payments shall be made in the name of both the business and the Participating Lender.
- c. The Participating Lender's sole recourse against the Parties shall be limited to the Collateral. The Parties' obligations under the COLP are not and never shall become a general obligation of the Parties but are limited obligations payable by the Parties solely and only from the Collateral.

4. Default.

- a. In the event the business defaults on its contract with the County or the City, the County or the City shall honor the terms and conditions of the guarantee given to the Participating Lender. The Participating Lender shall apply such proceeds as are provided under the guarantee against any outstanding line of credit or loans to the business made by the Participating Lender under the COLP.
- b. The bond issued in the business's name, unless otherwise waived, may act as reimbursement for the Parties, or the Parties may proceed to attempt to collect the monies from the business. The Parties, in exercise of their sole individual discretion, may waive bonding for any business. However, if the Parties choose to waive bonding requirements, the Parties shall individually bear the entire risk of loss for failure of the business to perform the contract.

5. General Administration

- a. The Commission shall supervise and administer the COLP on behalf of the Parties under the terms of this Agreement;
- b. In its administration of the COLP, the Commission's responsibilities shall include, but not be limited to, the following: establishing the eligibility for businesses under the COLP, recruitment of Participating Lenders, development of a participation agreement for use with Participating Lenders, collecting and retaining financial reports and other commercial data from participating businesses, taking part in monthly reviews of the business's progress on performance of its contract obligations and its loan, and making reports quarterly to the Parties;
- c. The Commission shall provide technical assistance to businesses participating in the COLP, in an effort to improve the business's commercial knowledge and operations. The Commission, in consultation with Participating Lenders, shall develop analytical profiles of the businesses. These profiles shall identify specific areas within the business's operations that need improvement. The Commission shall provide technical assistance to improve these areas of operation. Use of this technical expertise shall be required of the businesses as an element of participation in the program. The Commission shall contract with appropriate consultants who shall work with the businesses and the Participating Lenders to improve the quality of the

businesses operations. These consultants shall be retained subject to the approval of the parties to this Agreement;

- d. The Commission shall maintain records for work performed under this Agreement on a current basis. The Parties may inspect, audit and copy such records on reasonable notice and from time to time. The Commission shall maintain such records for three (3) years from the date of completion or termination of this Agreement; and
- e. The Commission shall provide the Parties with a summary of its activities in administering the COLP by May 15 of each year following the effective date of this Agreement. The Parties may request additional reports regarding the COLP from the Commission from time to time.

6. Public Records

- a. All work performed by the Commission under the terms of this Agreement shall be considered to be the property of the Parties. Any and all data, documents, plans, working papers and other materials the Commission produces in connection with this Agreement shall be owned by the Parties. Upon termination of this Agreement, the Commission shall deliver all materials produced in connection with this Agreement upon reasonable notice from the Parties. The Parties may request duplicate copies of any documents from the Commission at any time.
- b. The Commission may receive public records requests for records obtained by or provided to the Commission under this Agreement. The Commission shall give notice of any such records requests to the County, if in regard to County records, or to the City, if in regard to City records, by the following business day. The County or the City shall be responsible for determining if the requested records exist and if such records are subject to the public records law. Any determination made by the County or the City under the public records law shall be their sole and individual responsibility, including but not limited to any legal defenses for such determinations and any potential liability, including payment of attorney fees and costs, arising therefrom.

7. Limitations and Conditions

- a. To the extent permitted by Oregon law, the City shall indemnify the County, within the limits of the Oregon Tort Claims Act, from any and all claims, demands, settlements, or judgment, including all costs and

attorney fees arising from any of the City's activities under this Agreement, provided, that the City shall not be required to indemnify the County for any such claims, demands, settlements, or judgment 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 the City, within the limits of the Oregon Tort Claims Act, from any and all claims, demands, settlements or judgments, including all costs and attorney's 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, settlement, or judgments arising from the wrongful acts of the City's officers, agents, or employees.

8. Term

- a. The term of this Agreement shall be five years from the date it is executed by the Parties, unless terminated by any of the Parties upon six months prior written notice.
- b. This Agreement is subject to the availability of funds. If funding for the COLP becomes unavailable, any of the Parties may terminate its obligations under this Agreement upon thirty (30) days notice. Prior to the termination date of this Agreement, the Parties shall determine the disposition of the pending matters which will not otherwise be completed within the remaining term of this Agreement. The Parties shall be provided with such records as are necessary for them to conclude their outstanding obligations under this Agreement.
- c. The Parties may, by mutual agreement, amend or extend this Agreement at any time.

9. Integration

This Agreement embodies the whole of the agreement between the Parties for the administration and operations of the COLP. Any prior written or oral agreement 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.

10. Severability

If any of the 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.

11. Notices

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following address or deposited in the United States mail, postage pre-paid, certified mail, return receipt requested, addressed as follows or to such other address as the receiving party specifies in writing.

If to the City:

Mayor's Office
City Hall, Room 303
1220 SW Fifth
Portland, Oregon 97204

If to the County:

Multnomah County Purchasing Director
2505 SE 11th, 1st Floor
Portland, Oregon

12. Miscellaneous.

- a. No Assignment. This Agreement shall not be assigned, in whole or in part, nor any other right or obligation hereunder, without the prior written approval of the Parties.
- b. Non-Waiver. The Parties shall not be deemed to have waived any breach of this Agreement except by express waiver in writing. An express waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach be of the same nature as that waived.
- c. Prohibited Interest. No officer or employee of the Parties or the Commission, during their tenure or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or the proceeds thereof.
- d. Project Managers.
 - (1) The City Project Manager shall be the Mayor's Office or such other person as shall be designated in writing by the Mayor of the City of Portland.

(2) The County Project Manager shall be the Multnomah County Purchasing Director or such other person as shall be designated in writing by the Multnomah County Purchasing Director.

(3) The project Managers are authorized to act on behalf of their respective parties to approve work hereunder, to give notices referred to herein and to terminate this Agreement as provided herein.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted them have HEREBY AGREED:

CITY OF PORTLAND

By: _____
Vera Katz, Mayor
City of Portland, Oregon

Date signed: _____

Approved as to Form:

Jeffrey L. Rogers
City Attorney

MULTNOMAH COUNTY

By: _____
Bev Stein, Chair
Multnomah County Board of
Commissioners

Date signed: September 2, 1993

Reviewed by:

Laurence Kressel
County Counsel for
Multnomah County

PORTLAND DEVELOPMENT COMMISSION

By: _____
Douglas E. Butler
Acting Executive Director
Portland Development Commission

Date signed: _____

Approved as to Form:

Jeannette Launer, Legal Counsel
Portland Development Commission

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-3 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

CONTRACTORS OPPORTUNITY LOAN PROGRAM

Assignment of Contract

THIS ASSIGNMENT is made this _____ day of _____, 19____, by _____, the Assignor, (hereinafter referred to as the "Borrower") to _____, the Assignee, (hereinafter referred to as the "Lender").

1. On _____, 19____, the Borrower entered into a contract with _____ (hereinafter referred to as *the "Bureau" or "OAC"*) for _____ (Contract # _____), in the amount of \$_____, hereinafter referred to as the "Contract".
2. In connection with the work specified under the Contract and under the Contractor's Opportunity Loan Program, the Lender loaned \$_____ to the Borrower with interest accruing at the rate of ____% per annum from the date of disbursement until fully paid on _____, 19____ (the "Loan").
3. Under terms of the Contractors Opportunity Loan Program, *the Bureau or OAC*, via the Portland Development Commission, has agreed to issue a Guaranty to the Lender of up to 75% of the total Contract amount to secure repayment of the Loan. This 75% Guaranty totals \$_____.
4. The Borrower desires to assign all of its/his/her right, title and interest in that certain Contract to secure the Loan and to induce (*Bureau or OAC*) to guarantee the Loan.

THEREFORE, the Borrower hereby assigns to the Lender all of Borrower's interest in the Contract, and requests _____ (*Bureau/OAC*) to issue all payments on the Contract payable jointly in the names of the Lender and the Borrower, and mail such payments directly to:

the Lender/the Borrower

ASSIGNOR:

Name of Borrower

By _____
Signature

Print Name _____

ASSIGNEE:

Name of Lender

By _____
Signature

Print Name _____

APPROVAL:

Name of Bureau/Oregon Arena Corporation

By _____
Signature

Print Name _____

CONTRACTORS' OPPORTUNITY LOAN PROGRAM

GUARANTY

THIS GUARANTY is given by _____, ("Guarantor") and executed on its behalf by the PORTLAND DEVELOPMENT COMMISSION ("Administrator"), to induce _____ ("Lender") to extend credit to or otherwise become the creditor of _____, an Oregon corporation ("Borrower").

FOR A VALUABLE CONSIDERATION, the Guarantor unconditionally guarantees and promises to pay to Lender, its successors and assigns, on demand in lawful money of the United States of America, any and all indebtedness of the Borrower, but no more than 75% of related to the contract between the Guarantor and the Borrower (Contract No. _____), dated, _____ 19____, ("Contract").

1. Indebtedness Defined. The word "indebtedness" used herein includes, any and all advances, debts, obligations, and liabilities of Borrower, or any one or more of them, including judgments against Borrower heretofore, that may be related to any advances made by the Lender under the Contractors' Opportunity Loan Program. Any advances, debts, obligations and liabilities of Borrower incurred after the Contract issued by the Guarantor has expired or that has been completed shall be considered outside the terms of this Guaranty. All advances shall be made to cover eligible materials and labor costs incurred under this Contract extended by the Guarantor.

2. Nature of Guarantor's Undertaking. The liability of Guarantor hereunder shall be open and continuous for as long as this Guaranty shall be in force. Guarantor intends to guarantee, at all times, the performance of all obligations of Borrower to Lender, but no more than 75% of the proceeds payable by Guarantor to the Borrower under the Contract. Thus, no payments made upon Borrower's indebtedness shall be held to discharge or diminish the liability of Guarantor for any and all remaining and succeeding indebtedness of Borrower to Lender.

3. Term. The liability of the Guarantor shall continue until payment is made of every obligation of the Borrower now due or hereinafter to become due, and until payment is made of any loss or damage incurred by the Lender with respect to any matter covered by this Guaranty, or when final payment is made by Guarantor to Borrower under the Contract, whichever is earlier.

4. Consent to Lender's Acts. The Guarantor consents, without affecting the Guarantor's liability to the Lender hereunder, that the Lender may, without notice to or consent of the Guarantor, upon such terms as it may deem advisable, as long as the underlying Contract issued by the Guarantor and being financed by the Lender has not expired or been defaulted on by the Borrower:

(a) Extend, in whole or in part, by renewal or otherwise, the time of payment of any indebtedness owing by the Borrower to the Lender, or held by the Lender as security for any such obligations,

(b) Release, surrender, exchange, modify, repair, or extend the period of duration, or the time of performance or payment, of any collateral securing any obligation of the Borrower to the Lender; and,

(c) Settle or compromise any claim of the Lender against the Borrower, or against any other person, firm, or corporation, whose obligation is held by the Lender as security for any obligation of the Borrower to the Lender. The Guarantor ratifies and affirms any such extension, renewal, release, surrender, exchange, modification, impairment, settlement or compromise, and all such actions shall be binding upon the Guarantor, who hereby waives all defenses, counterclaims, or offsets which the Guarantor might have.

5. Default. The Borrower shall be considered to be in default under this Guaranty, should any indebtedness owed to Lender by Borrower, be unpaid for more than 45 days after due date. Upon default of Borrower on any indebtedness to Lender, Lender may at its option, then and there demand payment of the amount of Guarantor's undertaking described in Paragraph #2 above. Any and all demand notices shall be directed to the Administrator. Upon notification of default and demand for payment, the Guarantor shall have 30 days to cure any and all defaults by the Borrower. However, after such period has expired, and if the default has not been cured, Lender shall be entitled to immediate payment from Guarantor for the full amount or of any part of the amount of Borrower's indebtedness to Lender, within the limitations of Guarantor's undertaking, and if Guarantor shall not pay the sum demanded to Lender, Lender may proceed directly and at once against Guarantor to collect such sum without first proceeding against Borrower, or any surety, endorser, or other Guarantor and without foreclosing upon or selling or otherwise disposing of any collateral it may have as security for any of Borrower's indebtedness. Failure of Lender to make such demand at such time, or so to proceed, shall not relieve Guarantor of its obligations hereunder or in any sense consider a waiver. Lender shall have the right to demand and collect from Guarantor all or any portion of Borrower's indebtedness within limitation of Guarantor's undertaking, and failure of Lender at any time to demand from Guarantor or to proceed to collect from Guarantor the full amount of Guarantor's undertaking from Guarantor shall not preclude Lender from later demanding or proceeding to collect from Guarantor any remaining indebtedness from Borrower to Lender within the limitation of Guarantor's undertaking.

Guarantor's payment(s) to Lender pursuant to this Guaranty shall be credited by Lender against Borrower's indebtedness.

Payments made against Borrower's indebtedness by Guarantor pursuant to this Guaranty shall be held to discharge the Borrower's indebtedness to the extent and in the amount of such payments.

Lender hereby releases and waives any and all rights of recourse and additional collection against Borrower for and in any amounts credited against Borrower's indebtedness on account of Guarantor's payments.

6. Representations by the Guarantor. The Guarantor, represents that, at the time of the execution and delivery of this Guaranty, nothing exists to impair the effectiveness of the liability of the Guarantor to the Lender hereunder, or the immediate taking effect of this Guaranty as the sole agreement between the Guarantor and the Lender with respect to guaranteeing the Borrower's obligation to the Lender.

7. Representations by the Lender. The Lender, represents that, at the time of the execution and delivery of this Guaranty, the Borrower met all of the qualifications for participating in the Contractors' Opportunity Loan Program, as outlined by the Administrator. The Lender further represents that any modification from the qualifications shall only be authorized by a written letter from the Administrator or Guarantor.

8. Modification. This writing is intended by the Parties as a final expression of this Guaranty and is the complete and exclusive statement of the terms of the Guaranty. No course of dealing, course of performance or trade usage and no parol evidence shall be used to supplement or modify the terms of the Guaranty. There are no conditions to the full effectiveness of this Guaranty. This Guaranty can be modified only by written instrument signed by the Parties.

9. Benefit. The Guaranty is delivered and made in, and shall be construed according to the laws of the State of Oregon, and is binding, upon the Guarantor and their legal representatives, and shall inure to the benefit of the Lender, its successors and assigns.

10. Attorney's Fees. In case suit or action is instituted to enforce this Guaranty, the prevailing party shall receive from the losing party in such suit or action such additional sum as the court may adjudge reasonable as attorneys' fees, expenses, and costs in said suit or action, or on any appeal therefrom, including, but not limited by, those fees and expenses permitted or defined by statutory law, and including without limitation all fees and expenses incurred at trial, on appeal, on petition for review, arbitration, mediation and in a bankruptcy proceeding.

11. Construction. As used in this Guaranty, the singular includes the plural.

IN WITNESS WHEREOF, the Administrator, acting on behalf of the Guarantor has signed this Agreement on _____, 19____.

PORTLAND DEVELOPMENT COMMISSION,
on behalf of _____

By: _____

Name: _____

Title: _____

LENDER FULL NAME

By: _____

Name: _____

Title: _____

MEETING DATE: SEP 02 1993

AGENDA NO: R-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: MED Week Proclamation

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 15 Minutes * WANTS TIME CERTAIN

DEPARTMENT: MSS DIVISION: Purchasing, Contracts, Stores Following R-2 & R-3

CONTACT: Lillie Walker TELEPHONE #: 248-5111

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Grace Gallegos

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Board is requested to proclaim the week of October 3-9, 1993 as Minority Enterprise Development Week. (The Minority Enterprise Development Committee also requests an opportunity to take a photograph with the Board of County Commissioners.) *

9/3/93 COPY to Lillie Walker
9/2/93 2nd ORIGINAL to Lillie Walker

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lillie M. Walker

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 Proclaiming the Week)
of October 3 - October 9, 1993 as)
Minority Enterprise Development Week) PROCLAMATION

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

WHEREAS, Minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth. Now, therefore,

BE IT RESOLVED that the Board of County Commissioners proudly proclaims October 3-9, 1993 as **MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY** to thank all minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

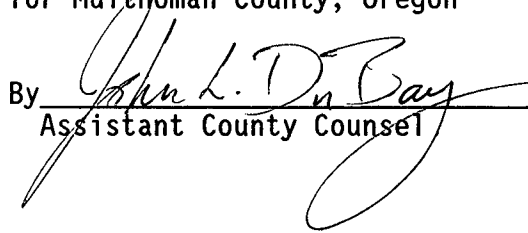
ADOPTED this 2nd day of September, 1993.

REVIEWED:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Beverly Stein, County Chair

By 
Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming	)	PROCLAMATION
the Week of October 3 - October	)	93-302
9, 1993 as Minority Enterprise)	
Development Week)	

WHEREAS, Multnomah County's growth and prosperity depends on the full participation of all citizens at every level of our economy; and

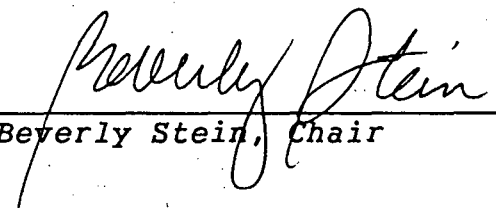
WHEREAS, Minority Americans contribute invaluable to our County's progress and well being and minority owned businesses have emerged as a dynamic and vital force in our County's market places, providing both employment and training for hundreds of Multnomah County residents; and

WHEREAS, Multnomah County takes pride in the achievements and accomplishments of our minority business owners; we are delighted to pay them tribute for their contributions on behalf of Multnomah County's economic growth; now therefore

IT IS HEREBY PROCLAIMED that the Multnomah County Board of Commissioners proudly proclaims October 3-9, 1993 as MINORITY ENTERPRISE DEVELOPMENT WEEK IN MULTNOMAH COUNTY to thank all our minority business owners for their contributions to the County and to show our continuing commitment to the promotion of minority business opportunities.

DATED this 2nd day of September, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair



MEETING DATE: SEP 02 1993

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Exempts Physicians and Senior Dentist positions from Wage Freeze

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 15 minutes

DEPARTMENT: Non-Departmental **DIVISION:** Employee Services

CONTACT: Curtis Smith **TELEPHONE #:** 248-5015

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Tanya Collier / Curtis Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This ordinance will exempt Physician and Senior Dentist positions from the wage freeze effecting those exempt employees whose base salary is over \$60,000.

9/7/93 copies to Curtis Smith,
Tanya Collier & Ordinance
Distribution List

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

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

ORDINANCE FACT SHEET

Ordinance Title: Ordinance removing certain employees from the freeze of
annual base pay and amending Ord. No. 764 and Ord. No. 767

and declaring an emergency.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Removes employees in classifications of Physician and Senior Dentist from the freeze on annual base pay, retroactive to July 1, 1993. The freeze has had an adverse effect on the County's ability to recruit and retain health professionals to provide services for Health Department clients.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

N/A

What has been the experience in other areas with this type of legislation?

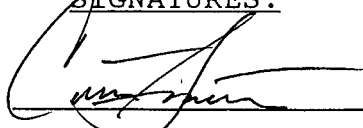
N/A

What is the fiscal impact, if any?

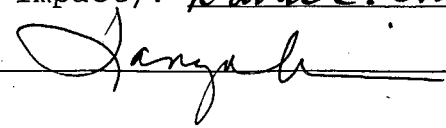
Removes a small number of employees from the freeze, thus reducing somewhat the amount of money saved by instituting the freeze. The savings attributed to these positions was \$3,529 in the General Fund and \$49,791 in the Federal/State Fund.

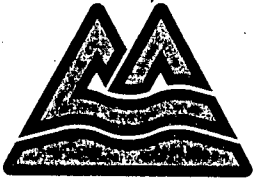
(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: 

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: 



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

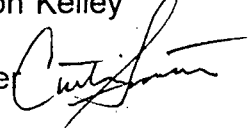
PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

TO: Commissioners Tanya Collier and Sharron Kelley

FROM: Curtis Smith, Employee Services Manager 

DATE: September 1, 1993

SUBJECT: Proposed Unfreezing of Physicians and Senior Dentists

Proofing of 4/22/93 Data. The Personnel printout is correct. While there were two clerical errors made in the Budget printout, those were not repeated in the data below. (By the way: 1) the Budget printout would never have been used to pay actual salaries; 2) the "x" meant top of range; and 3) the annual salary figure for part-timers was displayed as if they were full-timers.)

Impact of R-5 on Physicians and Senior Dentists. The salaries below are updated to reflect any merit raises that were given between 4/22/93 and 6/30/93. The data show what would happen if the BCC passes R-5. Note that no salary would go beyond the maximum of the range. The only way a physician could make more than range maximum would be if he/she is at or near the maximum and also receives a premium of up to 10% for jail duty or technical direction of a program; those persons are so noted. Such premium has been approved by the BCC for some years, and it was specifically mentioned in our most recent pay ordinance.

See Attachment 1, "Analysis of Impact of Proposed Ordinance," for the data display.

Why Do We Need to Unfreeze These Positions?

- Difficulty Recruiting.** Recruiting goes on continuously by Employee Services and the Health Officer, because of chronic inability to keep all positions filled. For example, a physician position in East County has been vacant for over one year and a Corrections physician position was vacant for nearly a year, even though we were also offering premium pay. As a third example, our Burnside HIV physician position was vacant for two years before being recently filled. Today we have 4 vacancies.
- High Turnover.** If most physicians made a career with us, vacancies would be rarer. But we are not retaining physicians for the long term. Of our 17 permanent physicians (16 of whom are frozen), 10 have been with the County less than 3 years.

September 1, 1993

Page 2

3. **Low Salary.** The difficulty in recruiting and retaining physicians is due to an extremely low salary range, as evidenced by:
 - A. **National Data.** Early this year, St. Louis County, Missouri conducted a survey of physician salary ranges among U.S. counties. The National Average Range Midpoint on 1/1/93 was \$74,197, while Multnomah County paid \$62,949, or 15.1% less. Actual pay rates were even worse. Of 353 County physicians reported, the average pay rate was \$99,880 - far above our range maximum.
 - B. **Local Data.** A recent Region X Primary Care Audit of our Health Department (in press) found that Multnomah County is the lowest paying grantee in the region, even when rural clinics are included in the data. Additional data in the attached 8/12/93 memo from Patsy Kullberg dramatically supports the conclusion that we are underpaying our physicians.

If the BCC Approves R-5, What Next? Approval would give some temporary relief to our physicians. Employee Services plans to include the physician position in its exempt salary survey this Fall. Results of that survey would be reported to the BCC with a possible recommendation for further adjustment.

Attachment: 1. "Analysis of Impact of Proposed Ordinance"
2. Patsy Kullberg 8/12/93 memo

N:\DATA\WP\CENTER\PERSON\JSCS0073

ANALYSIS OF IMPACT OF PROPOSED ORDINANCE

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
Name	Full time Salary 6/30/93 *	Fraction of full Time x	Actual Salary 6/30/93 =	3%COLA 7/1/93 + **	Base Salary 7/1/93 =	Col 6 / Col 3	Over Max?	Eligible for 93/94 Merit inc?	Full time Rate 6/30/94	Over Max?
PHYSICIAN: Proposed salary range \$55,656 – \$77,909										
Allers, G.	\$70,712	0.5	\$35,356	\$1,061	\$36,417	\$72,833	No	Full	\$75,018	No
Bascom, P.	\$67,169	0.9	\$60,452	\$1,814	\$62,266	\$69,184	No	Full	\$71,260	No
Black, J.	\$73,242	0.9	\$65,918	\$1,978	\$67,895	\$75,439	No	Full	\$77,702	No
Botwinick, O	\$67,572	0.5	\$33,786	\$1,014	\$34,800	\$69,599	No	Full	\$71,687	No
Chan, Y. ***	\$69,022	1	\$69,022	\$2,071	\$71,093	\$71,093	No	Full	\$73,225	No
Cooke, H.	\$71,192	0.5	\$35,596	\$1,068	\$36,664	\$73,328	No	Full	\$75,528	No
Godbey, J.	\$67,499	0.5	\$33,750	\$1,012	\$34,762	\$69,524	No	Full	\$71,610	No
Horowitz, M. ***	\$64,842	0.8	\$51,874	\$1,556	\$53,430	\$66,787	No	Full	\$68,791	No
Houle, R.	\$73,256	1	\$73,256	\$2,198	\$75,454	\$75,454	No	Full	\$77,717	No
Mac Veigh, M.	\$63,228	1	\$63,228	\$1,897	\$65,125	\$65,125	No	Full	\$67,079	No
Mack, J.	\$65,144	0.9	\$58,630	\$1,759	\$60,388	\$67,098	No	Full	\$69,111	No
Marks, K. ***	\$69,082	0.8	\$55,266	\$1,658	\$56,924	\$71,154	No	Full	\$73,289	No
Thayer, J. ***	\$62,218	0.8	\$49,774	\$1,493	\$51,268	\$64,085	No	Full	\$66,007	No
Wagenbach, C.	\$70,105	0.9	\$63,095	\$1,893	\$64,987	\$72,208	No	Full	\$74,374	No
Ware, M. ***	\$75,640	0.7	\$52,948	\$1,588	\$54,536	\$77,909	No	No	\$77,909	No
Williams, K.	\$67,169	0.8	\$53,735	\$1,612	\$55,347	\$69,184	No	Full	\$71,260	No

SENIOR DENTIST: Proposed salary range \$52,309 – \$61,035

Abrahamson, R.	\$59,257	1	\$59,257	\$1,778	\$61,035	\$61,035	No	No	\$61,035	No
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* Some base salaries higher than on 4/22/93 report, because 92/93 merit raise occurred between that date and 6/30/93

** A few physicians received part of this amount already on 7/1/93, because they were below \$60,000, and brought up just to that point.

*** Receives up to 10% premium for service in jail or technical direction of a medical program.

**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: Billi Odegaard, Director
Health Department

FROM: Patsy Kullberg, MD *PK*
Medical Director

SUBJECT: Physicians' Salaries

DATE: August 12, 1993

CULTURAL DIVERSITY IS OUR STRENGTH

I am writing this memo to assist you, as a member of the exempt pay advisory committee, in your deliberations on physician compensation. I have included in this memo results of a number of surveys on physician compensation, including some recent anecdotal information. This is information I was able to glean relatively easily. However, I do not think it should substitute for a more current and more formal market survey of comparable practice situations in this region. I would recommend that such a survey be the starting point for decision-making around physicians' salaries.

The appended information indicates that physician compensation at the county is significantly below average, even in comparison to comparable public sector positions. In addition, we have lost ground over the recent years.

For recruitment, the salary scale has become a problem. I have been recruiting physicians at the county for five years. Salary was uncommonly an issue for candidates until the past two years. This past year, at least six candidates refused to consider a position at the county because of inadequate compensation.

The experience I've had filling our most recent vacancies is telling in this regard. A full-time position at MCDC was vacant from May 1992 until March 1993. There was only one candidate for the position when it was filled. A full-time position at East County Health Center has been vacant since July 1992. We have two candidates for the position now, neither of whom is a good match for the job. A full-time position at Northeast Health Center has been vacant for two months. We had one strong applicant for the position and he has accepted our offer.

Many other factors contribute to our difficulty in hiring physicians. However, physician vacancies in the past have usually attracted two to four candidates, and (with the exception of Corrections Health) rarely went

unfilled for more than a couple of months. Our increasing difficulty, I believe, has a lot to do with salary. Other than compensation, the advantages and disadvantages of working with the county have changed very little.

Salary is also a consideration in our ability to retain physicians. A recent (July 1993) physician satisfaction survey showed that salary concerns are paramount among our current staff. Among 15 aspects of work, salary ranked at the very bottom on a satisfaction/dissatisfaction scale.

Physicians also expressed a high level of dissatisfaction with travel and training allowance. Our current allowance is one week of paid leave and about \$200 toward tuition and expenses. Two weeks of leave is probably close to community standard. Also, Region X community clinics on the average, contribute \$1200 to \$1500 per year toward continuing education expenses. On this anonymous survey, 6 of 13 physicians indicated they were thinking of or planning to leave county employ within the next 24 months. Five of the six mentioned inadequate salary as a main reason for leaving. The current pay freeze, coming just two years after a cost of living increase was denied has made physicians very cynical about achieving fair compensation from the County. Interest in organizing a collective bargaining unit for physicians has definitely increased because of issues around pay.

Professional recruiters tell me that market standards dictate a starting salary for physicians that is about 60% of the top of the scale. By this standard, our top salary should be about \$95,000 annually. Our senior physicians entering their middle career years realize they are earning \$20,000 to \$40,000 less per year than their colleagues. Philosophical and moral commitments to serving the underprivileged wane in the face of this realization, especially when there are plenty of other opportunities to serve and receive better compensation.

The growth of managed care ensures that there will be increasing opportunities for primary care physicians in the coming years. As primary care physicians are in relatively short supply, compensation packages are bound to increase, putting us at an even greater disadvantage in the market. I fear our physicians will be recruited away from us.

Within the medical community there has long been a stigma associated with work in the public sector. Despite that, we have been lucky enough to recruit an outstanding group of physicians. Most of our physicians work here primarily because they are dedicated to the work they do. Low salaries, however, send the message that their work is not highly valued. Many physicians, in fact, do not feel their work is appreciated. Most individuals will not commit to long-term employment under these conditions. I hope the County can address this problem before we begin to lose our best and brightest. It would be most unfortunate if inadequate compensation forced us to hire more marginal doctors who are unable to work anywhere else. Please let me know if there is any other way I can assist you in determining an acceptable compensation package for physicians.

c: All County Physicians

**NORTHWEST REGIONAL PRIMARY CARE ASSOCIATION
FEBRUARY 1991 SURVEY OF 33 PHS FUNDED CLINICS**

	Average Minimum Salary	Average Maximum Salary
Family Practice	\$65,629	\$91,795
Internal Medicine	\$61,145	\$88,184
Pediatrics	\$61,117	\$88,698

**MEDICAL ECONOMICS SURVEY
OFFICE BASED PRIVATE PRACTICE WESTERN REGION
PUBLISHED SEPTEMBER 7, 1992**

Average Net Earnings	
Family Practice	\$96,830
Internal Medicine	\$100,460
Pediatrics	\$111,710

AMERICAN MEDICAL ASSOCIATION NATIONWIDE SURVEY 1991

Average Net Earnings	
Family Practice/General Practice	\$111,500
Internal Medicine	\$133,900
Pediatrics	\$119,300

**MEDICAL GROUP MANAGEMENT ASSOCIATION SURVEY 1991
LARGE GROUP PRACTICES WESTERN REGION**

Composite Average plus Fringe (excludes retirement)	
Family Practice	\$125,176
Internal Medicine	\$134,094
Pediatrics	\$127,317

**AVERAGE COMPENSATION PACKAGE
COMMUNITY HEALTH CENTERS, REGION X
FEBRUARY 1991**

1. Retirement plan
2. Disability insurance
3. Medical, vision, dental insurance
4. Malpractice insurance
5. Professional association dues
6. Licensure fees
7. Life insurance
8. Parental leave
9. Sick leave
10. Continuing professional education leave
11. Continuing professional education fees

MULTNOMAH COUNTY PHYSICIAN SALARY*

	Start	Mid Point	Top
7/1/91	\$53,912	\$62,034	\$70,156
7/1/92	\$50,341	\$60,405	\$70,470
7/1/93	\$54,016	\$64,832	\$75,648

Average physician salary 7/1/93 \$71,900

*Includes Family Practice, General Practice, Internal Medicine and Pediatrics.

**SELECTED REGIONAL COMPENSATION PACKAGES
SUMMER 1991**

SUMMER 1991

1. Suburban Medical (large, local, office based practice, internal medicine)

Starting base salary	Ambulatory care	\$65,000 + incentives
	Hospital care	\$109,000

Hospital care	\$109,000
---------------	-----------

2. Clackamas County Primary Care Clinic
No OB/No hospital Call

No OB/No hospital Call

Salary range

\$66,000-\$84,500

- ### 3. King County Primary Care Clinics, Seattle

Starting salary

\$65,000-\$72,000

Plus comprehensive benefit package

- #### 4. PHS funded Primary Care Clinic, Tacoma

Starting salary (No hospital call) \$67,000-\$70,000

(Includes hospital call) \$72,000-\$75,000

Plus comprehensive benefit package

5. U.S. Public Health Service (Indian Health Service, Coast Guard, etc.)

Salary range

\$70,000-\$110,000

Plus comprehensive benefit package

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. 774

4 An ordinance removing certain employees from the freeze of annual base pay
5 rates, and amending Ordinance No. 764 and Ordinance No. 767, and declaring an
6 emergency.

7 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

8 Section I. Findings.

9 (A) Multnomah County, Oregon (hereinafter "County") employs a variety of
10 individuals not covered by collective bargaining agreement (hereinafter "exempt
11 employees").

12 (B) On May 20, 1993, the Board of County Commissioners adopted Ordinance
13 No. 764 to freeze the annual base pay rates of exempt employees earning \$60,000 or
14 more per year.

15 (C) The freeze on annual base pay rates has had an immediate adverse effect
16 on the County's ability to recruit and retain certain exempt professional employees to
17 provide health services to the clients of the Health Department.

18 Section II. Amendment of Ordinance No. 764.

19 Ordinance No. 764, Section II (A) is amended to read as follows:

20 (A) For purposes of this section, "upper level exempt employee" means an
21 exempt employee, except those in the classifications of Physician and Senior Dentist,
22 whose annual base pay is \$60,000 or more for full time employees, or a proportionately
23 reduced rate for any employee regularly scheduled to work less than 1.0 FTE. For
24 example, any half time employee whose annual pay rate is \$30,000 or more is included
25 in this definition.

26 Section III. Amendment of Ordinance No. 767.

27 Ordinance No. 767, Exhibit A, is amended to revise the following job titles and
28 salary ranges, effective July 1, 1993:

<u>Job Title</u>	<u>Min</u>	<u>Mid</u>	<u>Max</u>
Dentist, Senior	\$51,422	\$55,711	\$61,035
Physician	\$55,656	\$66,782	\$77,909

Section IV. Effect on Employees.

(A) The employees in the classifications of Senior Dentist and Physician shall be removed from the effects of the freeze imposed by Ordinance No. 764, effective July 1, 1993.

(B) The employees in the classification of Senior Dentist and Physician shall receive all portions of pay increases they are entitled to under Ordinance No. 764 and Ordinance No. 767 which they have not previously been awarded, retroactive to July 1, 1993.

Section V. Adoption.

This Ordinance, being necessary for the health, safety, and general 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 2nd day of September, 1993, being the date of its first reading before the Board of County Commissioners of Multnomah County, Oregon



By Beverly Stein
Beverly Stein, Chair
MULTNOMAH COUNTY, OREGON

REVIEWED: Laurence Kressel

Laurence Kressel, County Counsel
of Multnomah County, Oregon

BUDGET MODIFICATION NO. MC80 #3(For Clerk's Use) Meeting Date SEP 02 1993Agenda No. R-60**1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____**

(Date)

DEPARTMENT Sheriff's OfficeDIVISION Facility SecurityCONTACT 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 transferring \$36,000 from contingency to the Sheriff's Budget to pay for Courthouse Security equipment.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)☐ **PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET**

This modification will transfer \$36,000 from the contingency fund to the Sheriff's Office Equipment line item to cover the cost of projected bids for a scanner and three metal detectors. The contingency account will be reimbursed after State funds are received.

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

None

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

Contingency before this modification (as of _____) \$ _____

(Specify Fund) _____ (Date)

After this modification \$ _____

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

TRANSACTION EB []

GM []

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

**Document
Number**

Action

Fund

Agency

Organi-

Activity

Reporting

Object

**Current
Amount**

Revised
Amount

**Change
Increase
(Decrease)**

**Sub-
Total**

Description

[illegible]**TOTAL EXPENDITURE CHANGE**

0

TOTAL EXPENDITURE CHANGE

REVENUE

TRANSACTION RB []

GM [1]

TRANSACTION DATE

ACCOUNTING PERIOD

BUDGET FY

**Document
Number**

Action

Fund

Agency

Organi-

Activity

Reporting

Source

Current Amount

Revised
Amount

**Change
Increase
(Decrease)**

**Sub
Total**

Description

[illegible]**TOTAL REVENUE CHANGE****TOTAL REVENUE CHANGE**

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$ 36,000

3. Summary of request:

The request will fund the purchase of 1 scanner and 3 metal detectors for Courthouse security.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? yes If so, when? 1993-94 budget process
If so, what were the circumstances of its denial?

Funds for the project were placed in general fund contingency pending the outcome of state legislation.

5. Why was this expenditure not included in the annual budget process?

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

The Sheriff's Office budget is projected to be spent at 100%.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

Funds will come from the state to pay for this. The contingency account will be repaid.

8. This request is for a (Quarterly _____, Emergency x) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request.

10. Attach any additional information or comments you feel helpful.

B. S. Spang
Signature of Department Head/Elected Official

8/18/13
Date

MEETING DATE: SEP 02 1993

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of Intergovernmental Agreement with Portland Community College

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274
BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

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 with Portland Community College for the provision of a custom designed course in Medical Assisting Basics for Health Department staff. County will pay Portland Community College for providing the continuing education for county health department staff.

9/3/93 originals to Heenan Brane

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Belle Odgaard

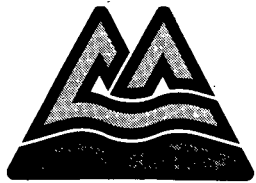
ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

1993 AUG 24 AM 10:17
CLERK OF 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
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BOARD OF COUNTY COMMISSIONERS
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RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: H. C. Miggins
Acting County Chair

VIA: Bill *Odgaard*, Director
Health Department

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

DATE: August 9, 1993

SUBJECT: Agreement with Portland Community College

Recommendation: The Health Department recommends County Chair approval and Board ratification of this agreement with Portland Community College for the period August 23, 1993, to and including September 3, 1993.

Analysis: The Health Department desires to provide training and education in Medical Assisting Basics. Portland Community College is prepared to provide ten (10) days of Custom Designed Educational Services in Medical Assisting Basics, CEU9.404 BN, 710-037 for four (4) hours per day, on Monday through Friday, from 12:30-4:30 p.m. at Portland Community College's Cascade Campus, Room JH-116. The cost to the county will not exceed \$2,639.

Background: This is the first contract with the contractor.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200684

Amendment # _____

CLASS I	CLASS II	CLASS III
<input checked="" 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>R-7</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Health Division _____ Date _____Contract Originator Brame Phone x2670 Bldg/Room 160/2Administrative Contact Fronk Phone x4274 Bldg/Room 160/7Description of Contract Provide custom designed educational services in Medical Assisting Basics.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Portland Community CollegeMailing Address 12000 S.W. 49th AVENUE
Portland, Oregon 97219Phone 244-6111, Ext. 2596

Employer ID# or SS# _____

Effective Date August 23, 1993Termination Date September 3, 1993Original Contract Amount \$ 2,639.00

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

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 8-18-93Date September 2, 1993

Date _____

Date _____

REQUIRED SIGNATURES:Department Manager Bill AdigaardPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0855			6110		0385		\$2,639.00	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE



**INSTITUTE FOR
CONTINUING EDUCATION
OF HEALTH CARE PROFESSIONALS**

SPECIAL AGREEMENT FOR EDUCATIONAL SERVICES

This Agreement is entered into this ____ day of _____, 1993, by and between Portland Community College's Institute for Continuing Education of Health Care Professionals, hereinafter referred to as the "ICEHCP" and Multnomah County, a political subdivision of the State of Oregon, contact person, Jan Vlahos, 426 SW Stark St, 7th Floor, Portland, OR 97204, hereinafter referred to as "Multnomah County".

WHEREAS, Multnomah County desires to engage the ICEHCP to render Special Custom Designed Educational Services,

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. The ICEHCP will provide the following:

- A. Ten (10) days of Custom Designed Educational Services in Medical Assisting Basics, CEU9.404BN, 710-037 for four (4) hours per day, on Monday through Friday from 12:30 - 4:30 PM at Portland Community College's Cascade Campus, Room JH-116.

The above room will be available to Multnomah County for additional training and practice from 8:00 AM - 12:00 PM for no more than eight (8) days. These sessions will be on already scheduled training days, dates to be determined and arranged with the ICEHCP as an addendum to this contract.

- B. The Class will start on Monday, August 23, 1993, and end by Friday, September 3, 1993.
- C. Four (4.0) Continuing Education Units for Forty (40) hours of training will be granted in accordance with ICEHCP procedure, to those students who have passed the course as determined by the instructor of the class attended.
- D. Payment for instruction will be at the salary scheduled approved by the Portland Community College Board of Directors.



PORTLAND COMMUNITY COLLEGE
12000 S.W. 49th AVENUE
PORTLAND, OREGON 97219-
(503) 244-6111, Ext. 2596

- II. The staff assigned to develop, coordinate, and conduct the Custom Designed Educational Services, as stated in Section I-A, will be certified in accordance with the standards on file with the Oregon Board of Education, and/or by documented experience and credentials that will be acceptable to Multnomah County and the College. Attached as addendum to this agreement is Multnomah County's document regarding educational services.
- III. Multnomah County may arrange only with the assigned ICEHCP representative/administrator to hold or not to hold a portion of the Custom Designed Educational Services at the particular times designated by the Agreement in Sections I-A and I-B.
- IV. Multnomah County will provide sixteen (16) participants for the Custom Designed Educational Services stated in Section I-A, above. The minimum ICEHCP fee will be based on sixteen (16) participants per class/section even if fewer than sixteen (16) are enrolled in each class/section. Multnomah County will provide an assistant to the instructor if there are more than eight (8) participants.

The ICEHCP representative/administrator responsible for this agreement will make sure that all participants complete ICEHCP registration forms to be returned to the ICEHCP, RIC C13, by the first day of the class.

- V. The ICEHCP will be compensated for all services rendered and expenses incurred to conduct the Custom Designed Educational Services in the amount of two thousand six hundred thirty nine dollars (\$2639) for the number of registered participants as stated in Section IV above. A charge of twenty dollars (\$20) per class/section will be incurred for each additional participant.

Students will be responsible for parking validation at one dollar per car if parking fees have been established at the time of the class. If parking fees have not been established, the ICEHCP will supply parking permits which are required at this time.

Multnomah County will be responsible for:

- Damage to Portland Community College property or equipment if any should occur.
- Furnishing supplies required by the instructor.
- A two hundred dollar (\$200) cancellation fee for the instructor's time in preparing the course.

- VI. The ICEHCP will bill Multnomah County at the end of the last session for payment within thirty (30) days.

MULTNOMAH COUNTY
 BY Beverly Stein
 TITLE Multnomah County Chair
 DATE September 2, 1993

PORTLAND COMMUNITY COLLEGE - ICEHCP
 BY Pamela Transue
 TITLE Executive Dean, Open Campus
 DATE _____

HEALTH DEPARTMENT
 BY Billi Odegaard
Billi Odegaard, Director
 PROGRAM MANAGER
 BY Janice S. Vlahos
Janice S. Vlahos, Training Manager

FEDERAL ID NBR 93-0575187
 REVIEWED BY _____ DATE _____
 BILLING CODE _____ (GF) _____ (SP)
 APPROVED ACCOUNT # _____

REVIEWED: H. H. Lazenby, Jr.
LAURENCE B KRESSEL, County Counsel
for Multnomah Oregon
 BY H. H. Lazenby, Jr.
 DATE 8-18-93
 FEDERAL ID NBR _____

ICEHCP Director Ext. _____
Jan L. Ulan 2409
 ICEHCP Coordinator Ext. _____

SUMMER 1993 * CEU9.404BN * 710-037

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # R-7 DATE 9/2/93
DEB BOGSTAD
 BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. 200684

ADDENDUM

1. ICEHCP is an independent contractor, and neither ICEHCP, its subcontractors or employees are employees of Multnomah County.
2. Multnomah County is not liable to any third person for payment of any compensation payable under this agreement.
3. ICEHCP is responsible for all federal, state and local taxes and fees applicable to payments for services under this agreement.
4. ICEHCP will hire an instructor on a contract to perform the services specified in this agreement. The instructor is not and employee of ICEHCP, and ICEHCP will sign a No Employees certificate for this agreement.
5. ICEHCP will defend, indemnify and hold harmless the County, its officers, agents and employees from all claims, suits or actions resulting or arising from ICEHCP's sole negligence in performance of professional services under this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.
6. ICEHCP agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.
7. This agreement may be terminated by mutual consent of both parties or by written notice by Multnomah County for failure of ICEHCP to satisfactorily complete any portions of this agreement.

NO EMPLOYEES CERTIFICATE

The undersigned Contractor in the attached Multnomah County Personal Services Contract certifies:

- I provide services under my own name or under the assumed business name shown on the attached agreement.
- I have no employees.
- No employees of any employer will provide services in the performance of the attached Multnomah County contract.

Dated: _____

Contractor

Portland Community College
Institute for Continuing Education
of Health Care Professionals

2ATTY.92

RECEIVED

MEETING DATE: SEP 02 1993

AUG 16 1993

AGENDA NO.: R-8

GLADYS MCCOY
MULTNOMAH COUNTY CHAIR

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: NOI - REGION X - FAMILY PLANNING NATIONAL PRIORITY PROJECT

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: SEPTEMBER 2, 1993

Amount of Time Needed: 5 to 10 minutes

DEPARTMENT: HEALTH DIVISION: PRIMARY CARE

CONTACT: RONNIE MEYERS TELEPHONE #: 248-3674
BLDG/ROOM #: 160/8

PERSON(S) MAKING PRESENTATION: RONNIE MEYERS

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 Proposal from Region X and the Federal Office of Population Affairs for Family Planning National Priority Project funds.

The proposed 3-year project would seek to increase male involvement in family planning and prevention of sexually transmitted diseases (STD's) in Multnomah County's Hispanic community. It would be a joint project with Planned Parenthood of the Columbia/Willamette. It would allow the Health Department to hire a half-time outreach worker who would provide outreach, education and referral to family planning and STD services.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

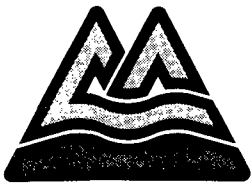
Or

DEPARTMENT MANAGER: Bibi Odegaard

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

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

1993 AUG 24 11:10:15
MULTNOMAH COUNTY
CLERK OF BOARD



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Beverly Stein
Multnomah County Chair

VIA: *Bille*
Bill Odegaard

FROM: Ronnie Meyers *RM*

SUBJECT: Notice of Intent to Apply to Request for Proposal
for Family Planning National Priority Project
Funds

DATE: August 13, 1993

Cultural Diversity Is Our Strength

Multnomah County Health Department is requesting approval to respond to a request for proposal for Family Planning National Priority Project funds available on a competitive Region X-wide basis.

Description of Grant Requirements and Proposed Project

Region X, through the Oregon Health Division, is seeking applications for projects which address family planning priorities of the Federal Office of Population Affairs and of Region X. Multnomah County Health Department, together with Planned Parenthood of the Columbia-Willamette, are proposing a project which addresses two of these priorities: 1) to increase male involvement in family planning; and, 2) to prevent STD's. The project will focus on Multnomah County's Hispanic community and build on the relationships which the Health Department and Planned Parenthood have developed with residents of NE Portland.

Funding Agency; Amount Requested; Timelines:

The request for proposal has been issued by Region X through the Oregon Health Division. Applications must be submitted by September 15, 1993. Applicants may request funding for one-, two-, or three-year projects. The Health Department anticipates requesting funding for \$20,000 per year, for three years, for a total request of \$60,000. Indirect costs (12.67%) will be included in the request for funds. Applicants can expect to receive notice of results of the review process early in 1994. Funding of approved projects will begin July 1, 1994.

MEETING DATE: SEP 02 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request for Transfer of Tax Foreclosed Property

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Facil. & Prop. Mgmt.

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/2nd Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

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

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

The City of Gresham, has requested transfer of property on the attached letter to be added to its open space inventory.

Information required by Ordinance 672 is attached.

An Order and a Deed to accomplish the transfer, if approved, is also attached.

9/7/93 originals to Larry
Baxter

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Robert Oberst Betsy Wallis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Gregory E. DiLoreto
Director

Development Engineering
Guy Graham
Development Engineer

Parks & Recreation
Division
Julee Conway
Manager

Sanitary Sewer &
Wastewater Treatment
Plant Division
Gareth Ott
Manager

Stormwater Division
Mel Miracle
Manager

Transportation Division
Dave Rouse
Manager

Water Division
Dale Anderson
Manager

Office of Solid Waste &
Recycling
Lynda Kotta
Manager

Office of Customer
Relations

Office of Support Services

CITY OF GRESHAM

Department of Environmental Services
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 669-2549
FAX (503) 661-5927

November 17, 1992

Mr. Laurence C. Baxter
Tax Title Unit
Dept. of Environmental Services
Multnomah County
2505 S.E. 11th
Portland, Oregon 97207

Re: TRANSFER OF OWNERSHIP, TRACT Q WILLOWBROOK, ACCT# R917204730

Dear Mr. Baxter,

Enclosed is the City of Gresham Agenda item E-11, Dated October 20, 1992 , showing Council acceptance of the above described parcel. Please have your office prepare the proper deed and any other transmittal documents, and forward them to me for recording.

If you need any additional information please call me at 669-2667.

Sincerely,

C. Leslie Wilkins
Real Estate Acquisition Specialist

Enc.

CLW:mms

MMS.753

COPY

COUNCIL MEETING

CITY OF GRESHAM

DATE: October 20, 1992

ITEM NO. E-11

ITEM: ACCEPTANCE OF TAX FORECLOSURE PROPERTY FOR OPEN SPACE FROM MULTNOMAH COUNTY

SUMMARY:

This is a Multnomah County tax foreclosed property that is available for acquisition by the City. The parcel contains an estimated one acre and is located on Butler Creek adjacent to a greenway area previously deeded to the City, in two tracts, by developers. In March 1992, correspondence was directed to the Multnomah County Tax Title Unit indicating the interest of the City, pending approval by the Parks Advisory Committee and Council. Upon the transfer of title, a title policy will be secured for the property. This will be included in the City's open space inventory.

RECOMMENDATION:

It is recommended that Council accept the tax foreclosure property for inclusion into the City's open space inventory.

COUNCIL ACTION:

- 1) Move to accept Willowbrook, Tract Q, from Multnomah County for use as public open space, or
- 2) Move to deny acceptance of Willowbrook, Tract Q, from Multnomah County for use as public open space, or
- 3) Move to postpone action on this matter.

RELATION TO COUNCIL GOALS:

This action supports Council Goal No. 1: BE AN EFFECTIVE REGIONAL PLAYER

BUDGET IMPACT:

Not Applicable.

FOR FURTHER INFORMATION, CONTACT:

Gregory E. DiLoreto, Environmental Services Director, 669-2402
Julee M. Conway, Parks and Recreation Division Manager, 669-2408

ATTACHMENTS:

- 1) Parks and Recreation Advisory Committee Item #IV-B
- 2) Maps
- 3) Legal Description

APPROVED - DENIED By.

City Council on 10-20-92

By: Julie Wilson

ACCOUNT NUMBER: 91720-4730

LEGAL DESCRIPTION: WILLOWBROOK

TRACT Q

PROPERTY LOCATION:

TAXES OWED WHEN DEEDED TO COUNTY: \$19.58

COSTS INCURRED IN MANAGING PROPERTY AS OF JULY 1, 1993: \$0.00

TOTAL TAXES & COSTS: \$25.80

MARKET VALUE 10/92: \$100.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax Foreclosed)
Foreclosed Property to THE CITY OF GRESHAM,) ORDER 93-303
OREGON for Open Space Purposes)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 271.220, THE CITY OF GRESHAM, OREGON has requested transfer of the following property to be used and continue to be used for open space purposes by THE CITY OF GRESHAM, OREGON:

WILLOWBROOK, TRACT Q

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREOF, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF GRESHAM, OREGON the above described real property situated in the County of Multnomah, State of Oregon.


PROVIDED that said property shall be used and continue to be used by THE CITY OF GRESHAM, OREGON, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

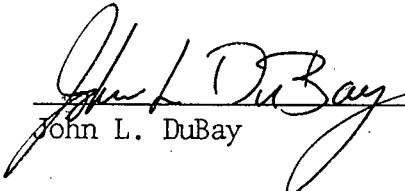
Dated at Portland, Oregon this 2 day of Sept. 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



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


Beverly Stein, Chair


John L. DuBay

DEED _____

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF GRESHAM, OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

WILLOWBROOK, TRACT Q

Provided that said property shall be used and continue to be used by THE CITY OF GRESHAM, OREGON for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

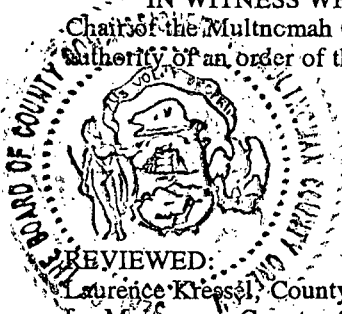
The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

1333 NW EASTMAN PARKWAY
GRESHAM, OR 97030-3813

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993 by authority of an order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

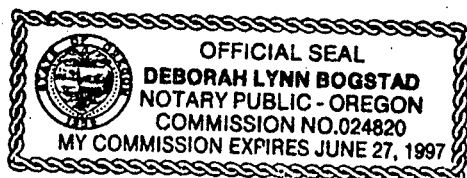
By John L. DuBay
John L. DuBay

By Robert Oberst

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: SEP 02 1993 .

AGENDA NO: R-10 .

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request for Transfer of Tax Foreclosed Property .

BOARD BRIEFING: Date Requested: _____ .

Amount of Time Needed: _____ .

REGULAR MEETING: Date Requested: _____ .

Amount of Time Needed: _____ .

DEPARTMENT: Environmental Services DIVISION: Facil. & Prop. Mgmt. .

CONTACT: Larry Baxter TELEPHONE #: 248-3590 .

BLDG/ROOM #: 421/2nd Floor .

PERSON(S) MAKING PRESENTATION: Bob Oberst .

ACTION REQUESTED:

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

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

The City of Portland, Bureau of Water Works has requested the Tax Foreclosed property on the attached letter to provide complete and clear access to Powell Butte.

Information required by Ordinance 672 is attached.

An Order and a Deed to accomplish the transfer, if approved, is also attached.

9/7/93 ORIGINALS to LARRY
BAXTER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____ .

OR

DEPARTMENT MANAGER: Robert Oberst Betsy H. Will .

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



CITY OF
PORTLAND, OREGON
BUREAU OF WATER WORKS

Mike Lindberg, Commissioner
Michael F. Rosenberger, Administrator
1120 S.W. 5th Avenue
Portland, Oregon 97204-1926
Information (503) 823-7404

June 27, 1993

PM 2.0

Larry Baxter
Multnomah County Tax Title
2505 SE 11th Avenue, Third Floor
Portland, OR 97202

Subject: Tax Lot 506, Section 7, T1S, R3E, Willamette Meridian R-99307-5060

Dear Mr. Baxter:

The former Black Bull Enterprises, Inc., parcel at SE Powell Boulevard and SE 162nd Avenue was part of a complex land transaction between the City of Portland Bureau of Water Works, Black Bull Enterprises, Inc. and others. Due to a confused chain of title, which was overlooked by a title company, it was not properly deeded over to the Bureau of Water Works.

As a result of the subject property not having clear title at the time of the land exchange, and the subsequent dissolution of Black Bull Enterprises, Inc., the property has been foreclosed by Multnomah County and is now under your jurisdiction.

We ask that you begin the process of transferring title to the Bureau so the rights to the City's access road on Powell Butte will be complete and clear. The deed should show as Grantee: "Bureau of Water Works of the City of Portland, a municipal corporation of the State of Oregon." Please contact Dan Combs at 823-7518 if more information is needed.

Thank you very much for your cooperation.

Sincerely,

Daniel H. Combs
for

Joe Glicker, P.E.
Chief Engineer

Enclosure

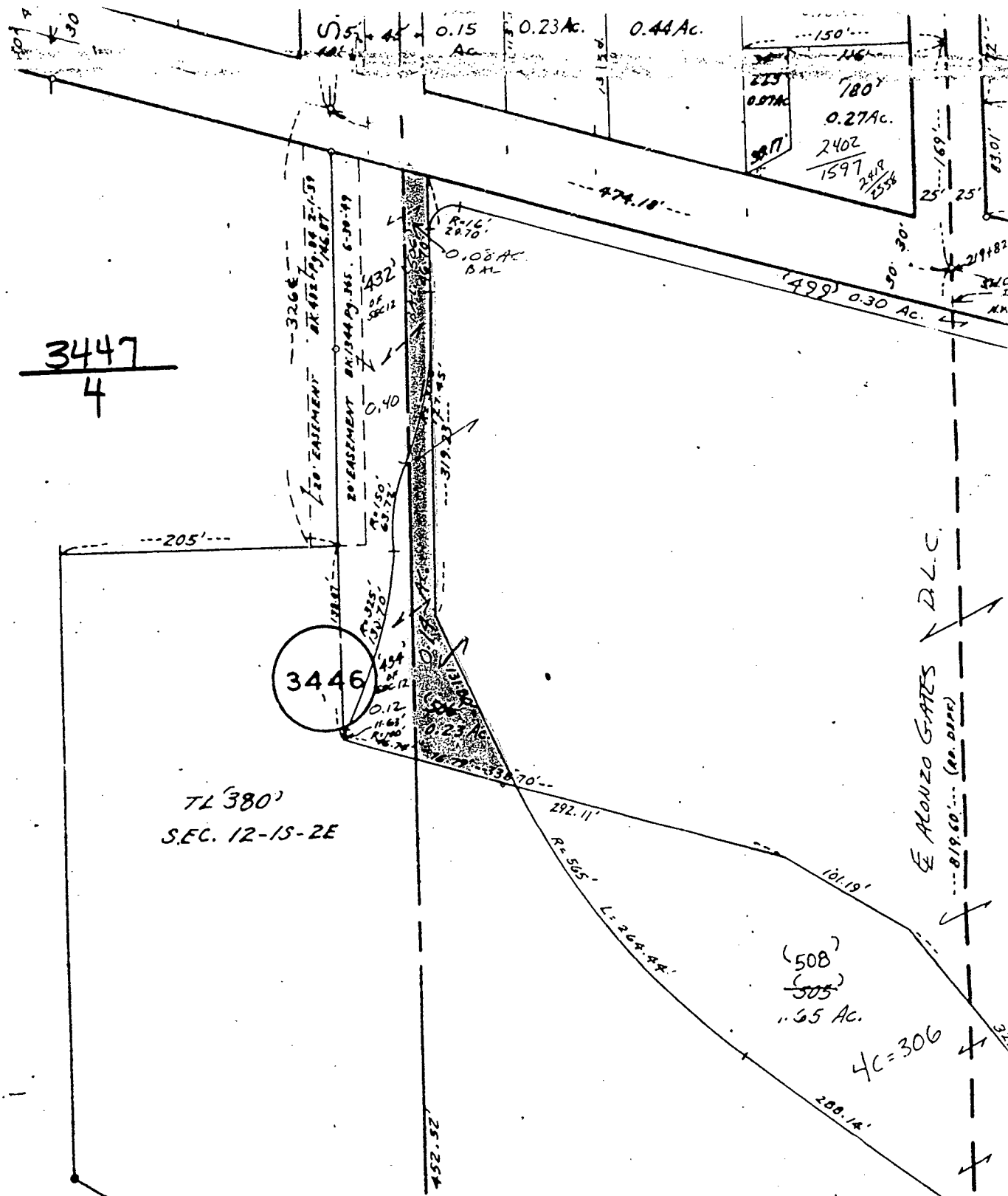
JLG:dmh ENG\9306E088

cc: D. Combs

R-99307-5060

BK 2298 Pg 1304

92/93 value \$6,900 (land)
(no improvements)


$$\begin{array}{r} 3447 \\ \hline 4 \end{array}$$


ACCOUNT NUMBER: 99307-5060

LEGAL DESCRIPTION: SEC 7, 1S 3E

TL #506 0.23 AC AS DESCRIBED ON ATTACHED EXHIBIT A

PROPERTY LOCATION:

TAXES OWED WHEN DEEDED TO COUNTY: \$18.98

COSTS INCURRED IN MANAGING PROPERTY AS OF JULY 1, 1993: \$0.00

TOTAL TAXES & COSTS: \$32.22

MARKET VALUE 10/92: \$6,900.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax Foreclosed to the)
BUREAU OF WATER WORKS OF THE CITY OF PORTLAND,) ORDER
A MUNICIPAL CORPORATION OF THE STATE OF OREGON) 93-304
for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 275.330, the BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for access to public water supply by the BUREAU OF WATER WORKS OF THE CITY OF PORTLAND,:

SEC 7, 1S 3E
TL #506 0.23 AC
AS DESCRIBED ON ATTACHED EXHIBIT A

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, the above described real property situated in the County of Multnomah, State of Oregon.

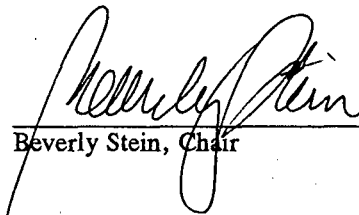
PROVIDED that said property shall be used and continue to be used by BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Dated at Portland, Oregon this 2 day of Sept. 1993.



Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair



John L. DuBay

EXHIBIT A

All that part of the following lying in Section 7, T1S, R3E only:

A parcel of land within the Southeast quarter of Section 12, Township 1 South, Range 2 East and the Southwest quarter of Section 7, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point which is North 89°26'16" West 366.70 feet from the Southeast corner of the Gates Donation Land Claim; thence North 59°22'46" West 47.98 feet; thence North 00°07'00" West 452.32 feet to the true Point of Beginning; thence North 73°44'26" West 46.74 feet; thence North 00°10'47" West 138.07 feet; thence North 00°07'00" West 289.43 feet to the Southern right-of-way line of S.E. Powell Boulevard (30 foot right-of-way); thence following said right-of-way line South 73°44'26" East 72.97 feet; thence South 00°07'00" East 319.23 feet; thence South 21°47'06" East 131.80 feet; thence North 73°44'26" West 76.79 feet to the Point of Beginning.

DEED _____

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, A MUNICIPAL CORPORATION OF THE STATE OF OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

SEC 7, 1S 3E
TL #506 0.23 AC
AS DESCRIBED ON ATTACHED EXHIBIT A

Provided that said property shall be used and continue to be used by the BUREAU OF WATER WORKS OF THE CITY OF PORTLAND, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

1120 SW 5TH AVE
PORTLAND OR 97204-1926

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 2nd day of September, 1993 by authority of an order of the Board of County Commissioners heretofore entered of record.

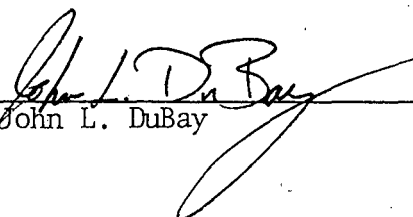


REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

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

By 
John L. DuBay

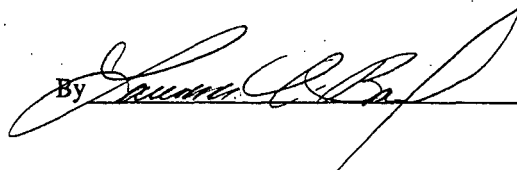
By 

EXHIBIT A

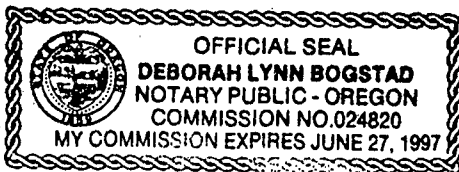
All that part of the following lying in Section 7, T1S, R3E only:
A parcel of land within the Southeast quarter of Section 12, Township 1 South, Range 2 East and the Southwest quarter of Section 7, Township 1 South, Range 3 East, Willamette Meridian, Multnomah County, Oregon, more particularly described as follows:

Commencing at a point which is North 89°26'16" West 366.70 feet from the Southeast corner of the Gates Donation Land Claim; thence North 59°22'46" West 47.98 feet; thence North 00°07'00" West 452.32 feet to the true Point of Beginning; thence North 73°44'26" West 46.74 feet; thence North 00°10'47" West 138.07 feet; thence North 00°07'00" West 289.43 feet to the Southern right-of-way line of S.E. Powell Boulevard (30 foot right-of-way); thence following said right-of-way line South 73°44'26" East 72.97 feet; thence South 00°07'00" East 319.23 feet; thence South 21°47'06" East 131.80 feet; thence North 73°44'26" West 76.79 feet to the Point of Beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 2nd day of September, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

8/2/93

NAME

RICHARD MELLIN

ADDRESS

2755 N.E. Broadway

STREET

PORTLAND, OR

97232

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 11

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 9-2-93

NAME Barbara Alatorne

ADDRESS 5352 SE 89TH

STREET
CITY Portland OR 97266 ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 11

SUPPORT ☒ OPPOSE
SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE

9/2/93

NAME

Kristen Chapin

ADDRESS

4909 SW Nevada Ct. #5

STREET

PTD OR 97219

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-11

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 9-2-93

NAME Fernando Alcantara

ADDRESS 6610 Park Way

STREET Gladstone, NJ 07027

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # A11

SUPPORT X OPPOSE ~~_____~~
SUBMIT TO BOARD CLERK _____

#5

PLEASE PRINT LEGIBLY!

MEETING DATE

9-2-93

NAME

D. John Fisher

ADDRESS

6610 PARK WAY

STREET

GLADSTONE 97027

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R11

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

MEETING DATE: SEP 02 1993

AGENDA NO: R-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appeal of Denial of Repurchase

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services DIVISION: Facil. & Prop. Mgmt.

CONTACT: Larry Baxter TELEPHONE #: 248-3590

BLDG/ROOM #: 421/2nd Floor

PERSON(S) MAKING PRESENTATION: Bob Oberst

ACTION REQUESTED:

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

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

Attached is a letter, dated August 11, 1993 from the former owner, Barbara Alatorre, asking to be allowed to repurchase an owner occupied tax foreclosed property located at 5352 SE 89th Ave, Portland. (Enclosure 1)

Ms. Alatorre previously had a contract to repurchase the property which was canceled on June 3, 1993 because of failure to make monthly payments and property taxes as required. She has requested a hearing before the Board of County Commissioners to explain why she feels she should be allowed to repurchase the above property.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]

OR

DEPARTMENT MANAGER: Robert Oberst Betty H Wellie

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

FILED
1993 AUG 24 PM 15
CLERK OF COUNTY OF CLATSOP
OREGON

5352 S.E. 89th
Portland, OR. 97266
July 14, 1993

Mr. Hank Miggins, Chairman,
Multnomah County Commissioners
1120 S.W. 5th
Portland, OR 97204

Dear Commissioners,

I have been notified that Multnomah County has cancelled my contract to re-purchase the house that has been my home for 36 years. A letter written by Laurence C. Baxter, Manager of the Tax Title Unit ordered me to vacate the property by July 30th. Mr. Baxter is the same person that advised me I could have more time after the May 3rd deadline on a foreclosure notice. I had discussed my financial situation and told Mr. Baxter that I did not quite have the full amount due on that date. On April 30, 1993, Mr. Baxter advised me that a new contract could still be drawn up if I got the full amount due soon to pay off the delinquent bill. By the time I got the money, I was shocked to hear I had 30 days to get out of my home. I have only until July 30, 1993 to find a new home or join the ranks of the homeless. I and my sons, 9 years and 7, have no where to go, what can we do?

I have suffered many times in my life, but this time it seems as though my world is about to collapse. Am I and my children going to be made an example, because Multnomah County has budget problems? I can assure you that we will be more of an asset to the County than a burden if we can retain our home. I have made important contributions already in the way of public service in our community. For over 25 years I have donated time and services to improve communication between the Urban Indians and this community. I was the President of the first Indian organization formed in Portland in 1959. I was instrumental in obtaining the first federal funding for the Native American Rehabilitation Association, (N.A.R.A.)

organized the first Delta Park Indian Pow-wow in 1969, and brought together all of the urban Indian organizations to form the Urban Indian Council in 1972. I have contributed to this community in many different ways and was never a debt dodger. I have paid my way when possible. The reason I have fallen behind so bad this year is that I have been ill. I have medical problems with my feet. At times I have not even been able to stand up and walk, and at times I have done so in terrible pain. Both feet are ulcerated and swollen.

Unable to wear or to put my shoes on caused me to drop out of the JOBS PROGRAM, because a Kaiser Clinic doctor mis-diagnosed my foot problem. He thought my swollen feet was due to Eczema. I had to remove myself from a welfare grant and had no medical insurance to get the attention my feet needed. It wasn't until April of this year that I was able to get on a waiting list to see a foot specialist at a Multnomah County Clinic. Thanks to the medical attention I finally received, I am on the way to recovery and ready to continue my job search where I left off last year.

My illness interrupted my belated career plans. I was divorced in my late 40's and had to learn to earn my own living to support my children and myself.

At the age of 48, I passed my GED tests and earned a certificate at Mt Hood Community College. In October, 1990, I also completed the MHCC "Steps To Success" job club workshop. By my participation, it was determined that the career I was best suited for was research and related occupations. My counselors suggested that I enroll in college classes that would enhance my knowledge of researching history; with that in mind I attended MHCC for a year taking essential courses. I completed four computer classes, four writing classes, typing, filing, history, and North American Indian History. Completing these classes in one year readied me to begin the task of assembling and disseminating the stories out of the research I had painstakingly gathered more than ten years.

I have visited the University of Oregon's Library, The Oregon Historical Society, Multnomah County Library, Oregon State Library, and many private collections, to learn the true history of the Klamath Indians. Before that time, little was known about what happened to our reserved property which our tribe withheld while

negotiating the Klamath Treaty of 1864, with the federal government. According to valuable research by Dr. Luther S. Cressman, our people have lived continuously over 10,000 years, and we are still there. Since the governments termination policy in 1954, our people have been dying from the effects of that law. Misunderstanding of the reason has caused our people to be blamed for being sell-outs. Other Indian tribes and non-Indians thought that the Klamaths had sold out their heritage. That however, was not the case and my research is just beginning to help the people understand what really transpired during the termination era. Learning the truth has returned a little pride and dignity to our people after 39 years of living in the shame of the accusations that we sold out our land reserved to us by our forefathers. My work is indeed making a contribution toward improving the outlook of our peoples future.

You as the County Commissioners can help me by allowing me to retain my home so my work may continue, not be postpned or discontinued. My oldest son has returned home to help us now and will be living at home to help us meet our debts. He has a job nearby our home on S.E. 89th. Between he and I the bills can be taken care of in a more efficient manner.

Since my research has become known to the Klamath Tribe, and the general public,,I have contributed to the first documentary about the termination law and it's effects on the Klamath Indians.

1. "Your Land, My Land. " Produced by Reagan Ramsey, Oregon Public Broadcast in 1991.
2. I am now working with the Visual Concepts Engineering (VCE) on a Hollywood movie about Crater Lake and the Klamath Indians.
3. Beginning in December I have been asked to work with CNN NEWS, Turner Network, to develop the true story about "Termination and the Klamath Indians." The program will be shown nation wide and will be the first story about Oregon's original inhabitants.

Please give me the chance to not only help myself, but make an important contribution to inform all people at-large.

I have the money ready to pay if you, The County Commissioners VOTE TO renew my contract To repurchase my home.

Most Sincerely,

Barbara Alatorre

Barbara Alatorre

Aug. 11, 1993

Larry Baxter
TAX title Unit
Mult. County,

Dear Mr. Baxter,

I have received your denial to allow me to repurchase my home at 5352 S.E. 89th. I feel in my situation there are special circumstances that I need to explain, therefore I am requesting a Hearing before The Board of County Commissioners. Please notify me at the earliest possible date as to when this appeal will be heard so that I may properly prepare the necessary information.

Sincerely

Barbara Alatorre
5352 S.E. 89th
Portland, OR

PHONE: 774-0817

97266

Enclosure 1

MEETING DATE: SEP 02 1993
AGENDA NO: R-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement for the Exchange of Library Services

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: September 2, 1993

Amount of Time Needed: 15 minutes

DEPARTMENT: Library **DIVISION:** Administration

CONTACT: Ginnie Cooper **TELEPHONE #:** 248-5403
BLDG/ROOM #: B317

PERSON(S) MAKING PRESENTATION: Tanya Collier / Ginnie Cooper

ACTION REQUESTED:

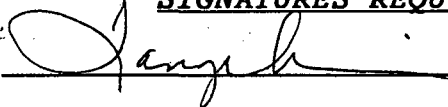
☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

This is the agreement for the exchange of Library Services between Multnomah County, Clackamas County, and Washington County. This agreement has also been known as the MIX Agreement.

9/3/93 originals to Wes Stevens

SIGNATURES REQUIRED:

ELECTED OFFICIAL: 

OR

DEPARTMENT MANAGER: _____

1993 AUG 26 AM 11:35
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 # 600034

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-12</u> DATE <u>9/2/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	--

Contact Person Wes Stevens Phone 5432 Date 8-26-93

Department Library Division Admin. Bldg/Room 317

Description of Contract Reciprocal borrowing agreement between Washington, Clackamas and Multnomah Counties.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Washington County Lib. Service

Mailing Address PO Box 5129
Aloha, OR 97006

Phone 642-1544

Employer ID # or SS # 93-6002316

Effective Date July 1, 1993

Termination Date Ongoing

Original Contract Amount \$ 360,000.00 plus \$1.00
for each additional checkout

Amount of Amendment \$ _____

Total Amount of Agreement \$ 360,000 plus \$1.00
for each additional checkout

Clackamas County Library
16201 SE McLoughlin
Oak Grove, 97267
655-8550
Emp. ID# 93-6002286

Payment Term

- ☐ Lump Sum \$ _____
- ☐ Monthly \$ _____
- ☐ Other \$ _____
- ☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Ginni Cooper

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 8-26-93

Date _____

Date 8/30/93

Date September 2, 1993

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.	162	080	8310								
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AGREEMENT FOR EXCHANGE OF LIBRARY SERVICES

This agreement is between Clackamas County, Multnomah County and Washington County for the purpose of providing public library services by each county to the residents of the other parties to this agreement and the terms for adjusting the costs of the exchange of services.

RECITALS:

- A. Since 1985 Clackamas County and Washington counties have, by agreements with the Multnomah County Library, provided for reciprocal use of library services by residents of each county.
- B. Citizens found the reciprocal borrowing program popular, while the parties found the sharing of scarce resources to be cost effective.
- C. Each county desires to continue the program and to enter into one agreement for the exchange of library services on the terms set forth below.

NOW, THEREFORE, THE PARTIES AGREE:

I. EXCHANGE OF SERVICES. Multnomah County, Clackamas County, and Washington County (respectively referred to herein as "Clackamas," "Multnomah," and "Washington," or generically as "County") shall each offer to residents of the other two counties all library services provided to residents of their respective counties upon the same terms and conditions. Each party shall not be required to extend library services to residents of the

other two counties who have had library privileges cancelled for any reason.

II. TERM. This agreement shall be effective when signed by all three parties and shall end June 30, 1996, unless sooner terminated as set forth herein.

III. REIMBURSEMENT. Each County shall be entitled to reimbursement from each other County for library services furnished to the residents another County on the terms set forth below.

A. Reference Services. Clackamas and Washington shall reimburse Multnomah for providing reference services, including both walk-in and over-the-telephone inquiries or questions, in the amount of \$180,000 each for the three-year period of this contract. Washington shall pay Multnomah three annual installments of \$60,000 each commencing December 31, 1993. Clackamas shall pay Multnomah two annual installments of \$90,000 each, commencing December 31, 1994.

B. Reciprocal Borrowing. Reimbursement for reciprocal borrowing shall be based on a comparison of the number of items checked out by the libraries in any County to residents of the other two counties ("checkouts" herein) during a fiscal year. As between any two counties, the County with the lesser number of checkouts to the other

County's residents shall reimburse the other County for the difference (the "excess checkouts" herein).

For example: If in a fiscal year Clackamas County residents check out 1000 items from Multnomah County libraries, and Multnomah County residents check out 250 items from Clackamas County libraries, Clackamas County would reimburse Multnomah County for 750 checkouts.

Reimbursement shall be at the rate of One dollar (\$1.00) for each excess checkout during the prior fiscal year, calculated as described below. After June 30, 1994, the amount of reimbursement by any County for reciprocal borrowing shall not exceed 110% of the amount paid the previous year.

C. Time of Payment. Reimbursement payments for both reference services and reciprocal borrowing shall be made not later than December 31 of each year. Reimbursement for reciprocal borrowing shall apply to services provided during the current fiscal year, but shall be calculated on checkout data collected during the prior fiscal year.

IV. JOINT REVIEWS AND REPORTS.

A. Third year review. During the third year of this agreement, representatives of the parties will meet to discuss improvements to the inter-county library system and needed amendments to this agreement. The parties may conduct surveys or other investigations to determine changes in inter-county library use patterns.

B. Reports. Not less than twice each year, the Multnomah County Library Director, the Washington County Cooperative Library Services Manager, and the Administrator of the Library Information Network of Clackamas County shall meet to review library use and consider other cooperative efforts. They shall prepare reports to the Boards of Commissioners of all three counties at least annually to report activity under this agreement.

V. AMENDMENTS. All parties recognize the potential for new charges for library services as well as the potential for libraries to expand the range of fee based services. If any party desires to implement significant new charges, this agreement may be renegotiated upon the request of any party.

VI. WITHDRAWAL AND TERMINATION. This agreement may be terminated upon the mutual agreement of all signatories or by two of them if the third has previously withdrawn. Any party may withdraw from further participation in this agreement upon three months notice to the other participating parties. Upon withdrawal, all financial obligation under this agreement shall be pro-rated as of the date of withdrawal.

VII. INDEMNIFICATION. To the extent permitted by law, each party agrees to defend, indemnify and hold harmless each other party to this agreement from any claims, losses or

VII. INDEMNIFICATION. To the extent permitted by law, each party agrees to defend, indemnify and hold harmless each other party to this agreement from any claims, losses or liability to persons or property arising from the acts of the indemnifying party, their officers, agents and employees.

VIII. EXECUTION. This agreement may be executed by signatures on counterpart copies. The agreement shall take effect and thereafter bind all parties upon execution of three counterparts by each party and delivery of a signed counterpart to each other party.

CLACKAMAS COUNTY

By _____
Darlene Hooley, Chair

Date: _____

MULTNOMAH COUNTY

By Beverly Stein
Beverly Stein, Chair

Date: September 2, 1993

WASHINGTON COUNTY

By _____
Bonnie Hays, Chair

Date: _____

Approved as to form:

County Counsel for
Clackamas County

Approved as to form:

County Counsel for Washington County

REVIEWED

John L. D. Bay
County Counsel for
Multnomah County

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-12 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 02 1993

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA - Board of Parole & Post-Prison Supervision

REGULAR MEETING: Date Requested: August 19, 1993

Amount of Time Needed: 5 minutes

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections

DIVISION: Diagnostic

CONTACT: Susan Kaeser

TELEPHONE #: 248-3701

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Susan Kaeser

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Intergovernmental Agreement with Board of Parole & Post-Prison Supervision providing \$173,000 revenue from July 1, 1993 - June 30, 1995 for conducting parole and post-prison supervision hearings and local sanction hearings during the 1993-95 biennium.

DCC budget was approved with these revenues.

9/3/93 originals to Susan
Kaeser

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

M. Tamara Hill

1993 AUG 24 11 14 AM
CLERK OF SUPERIOR COURT
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

RECEIVED

JUL 21 1993

DEPARTMENT OF
COMMUNITY CORRECTIONS

Oregon

BOARD OF
PAROLE AND
POST-PRISON
SUPERVISION

July 19, 1993

Tamara Holden, Director
Multnomah County Department of Community Corrections
421 SW Fifth Avenue, Suite 600
Portland, OR 97204-2166

Dear Tamara:

Enclosed are two copies of an Intergovernmental Agreement between the Board and Multnomah County Community Corrections which establishes the terms of agreement between the Board and the County regarding the conducting of parole and post-prison supervision violation hearings and local sanction hearings during the 1993-95 biennium.

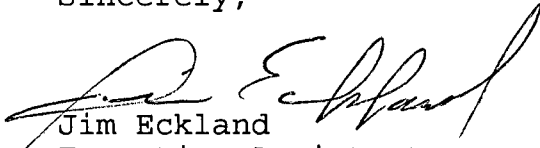
As specified in paragraph 5, the maximum obligation of the Board, under this agreement, is \$173,000. We plan to distribute these funds in four equal payments.

Please review paragraphs 8, 9 and 10, as this is new language developed by the Department of General Services Risk Management Division and approved by the Department of Justice.

Please return both copies after you have approved the agreement in paragraph 13. We will return a copy to you once we have secured the necessary approvals on our end.

If you have any questions or comments about this proposed agreement please feel free to phone me at 945-0919.

Sincerely,


Jim Eckland
Executive Assistant

JRE/pjsb

Enclosure



2575 Center Street NE
Salem, OR 97310-0470
(503) 378-2334
FAX (503) 373-7558



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900344

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 # R-13 DATE 9/2/93 DEB BOGSTAD BOARD CLERK

Department Community Corrections Division Administration Date July 28, 1993Contract Originator Jim Rood Phone 3083 Bldg/Room 119/DIAGAdministrative Contact SUSAN KAESER Phone 3701 Bldg/Room 161/600Description of Contract Establish terms of agreement between the Board and the County regarding the conducting of parole and post-prison supervision violation hearings and local sanction hearings.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Board Of Parole & Post-Prison SupervisionMailing Address 2575 Center Street NESalem, OR 97310-0470Phone (503) 378-2334

Employer ID# or SS# _____

Effective Date Date of complete signaturesTermination Date June 30, 1995Original Contract Amount \$ 173,000.

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ <u>43,250.</u>	<input checked="" type="checkbox"/> Other <u>Semi-annual</u>
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:

Department Manager M. Tamara HoldenPurchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) [Signature]Encumber: Yes ☐ No ☐Date 7-30-93

Date _____

Date 8-11-93Date September 2, 1993

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.	<u>156</u>	<u>021</u>	<u>2270</u>									
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

INTERGOVERNMENTAL AGREEMENT

RECEIVED
SEP 27 1993

BETWEEN THE

BOARD OF PAROLE & POST-PRISON SUPERVISION

DEPARTMENT OF
COMMUNITY CORRECTIONS

AND

MULTNOMAH COUNTY COMMUNITY CORRECTIONS

THIS AGREEMENT is made and entered into by and between BOARD OF PAROLE & POST-PRISON SUPERVISION, an agency of the State of Oregon, hereinafter "Board," and *Multnomah* County Community Corrections, a political subdivision of the State of Oregon, hereinafter "County."

1) The LEGAL AUTHORITY for this agreement is contained in ORS 144.106, 144.108 144.343, 144.615 and 190.110.

2) The PURPOSE of this agreement is to establish the terms of agreement between the Board and the County regarding the conducting of parole and post-prison supervision violation hearings and local sanction hearings, and the method of payment for those hearings.

3) This agreement COMMENCES the date signed by all parties, and ENDS on June 30, 1995.

4) AGREEMENT:

County Responsibilities:

- a) The County agrees to provide at least one Hearings Officer, acceptable to the Board, trained and certified by the Board, who will be responsible for ordering local sanctions in accordance with the Sanction/Intervention Guidelines for parole and post-prison violations and for conducting parole and post-prison supervision violation hearings in accordance with Division 75 of the Board's administrative rules and ORS 144.108 and 144.343.
- b) The County agrees to submit written records of the hearings, pursuant to Exhibit A (attached).
- c) The County agrees to conduct parole and post-prison violation hearings, in accordance with the standards and criteria described in Exhibit A, which is hereto attached.

Board Responsibilities:

- a) The Board agrees to train and certify Hearings Officers designated by the County, and to provide ongoing review, evaluation and consultation to the Hearings Officers and the County.
- b) The Board agrees to act on recommendations from the County concerning offenders on parole or post-prison supervision in a timely fashion.
- c) The Board agrees to respond to requests for information about Board rules, policies and practices from the County in a timely fashion.

5) FUNDS AVAILABLE AND AUTHORIZED:

The maximum obligation of the Board, under this agreement, is \$173,000. The Board certifies at the time this agreement is signed that sufficient funds are budgeted for expenditure to finance costs of this agreement within the Board's 1993-95 appropriation. In the event the Oregon Legislative Assembly fails to approve sufficient appropriation, limitations or other expenditure authority, the Board may terminate this agreement effective upon delivery of written notice to the County, with no further liability to the County or to the Board.

The Board will make four semi-annual payments of \$43,250 each, prior to September 30, 1993, March 31, 1994, September 30, 1994 and March 31, 1995.

6) DUAL PAYMENTS:

The County shall not be compensated for work performed under this agreement from any other Department of the State of Oregon.

7) TERMINATION:

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

The Board may terminate this agreement effective upon delivery of written notice to the County, or at such later date as may be established by the Board, under any of the following conditions:

- a) If Board funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated service. The agreement may be modified to accommodate a reduction in funds.
- b) If federal or state regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c) If any license or certificate required by law or regulation to be held by the County to provide the services required by this agreement is for any reason denied, revoked or not renewed.

Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Either party, by written notice of default (including breach of agreement) may terminate the whole or any part of this agreement:

- a) If either party fails to provide services called for by this agreement within the times designated in Exhibit A; or
- b) If either party fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from the other party, fails to correct such failures within 10 days or such longer period as the moving party may authorize.

The rights and remedies of either party provided in the above clause related to defaults (including breach of agreement) by either party shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

8) STATE TORT CLAIMS ACT:

With the exception of professional (hearings officer errors or omissions) services provided pursuant to this agreement, Hearings Officer is not an officer, employee, or agent of the state or agency as those terms are used in ORS 30.265.

9) INDEMNITY:

With the exception of professional (hearings officer errors or omissions) services provided pursuant to this agreement, County shall defend, save and hold harmless the State of Oregon and the agency, their officers, agents, and employees, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the non-professional activities of Hearings Officer.

10) STATE LIABILITY COVERAGE:

During and within the scope of the performance of these contractual services, the State will provide Hearings Officer, as if he were an agent of the State of Oregon, Professional (hearings officer errors or omissions) Liability Coverage within the terms of the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Department of General Services, Risk Management Division Liability Self-Insurance Policy Manual #125-7-202.

The Hearings Officer shall promptly report, in writing, any claim and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 1225 Ferry Street SE, Salem Oregon 97310. Failure to do so may negate State coverage.

11) NONDISCRIMINATION:

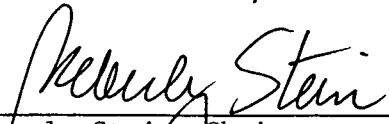
County agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. County also shall comply with the Americans with Disabilities Act of 1990, including title 2 of that Act (Pub 1 No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

12) INTEGRATION:

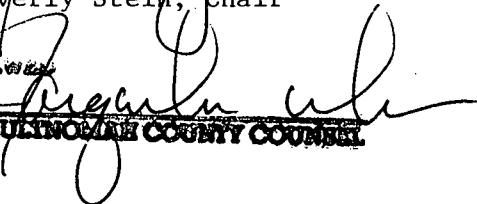
This Agreement contains the entire agreement between the parties and no statements made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This Agreement may be modified or amended at any time in writing upon signature approval and agreement of all the parties.

13) SIGNATURES:

For Multnomah County:


By 
Beverly Stein, Chair

Date September 2, 1993

By 
~~MULTNOMAH COUNTY COUNCIL~~

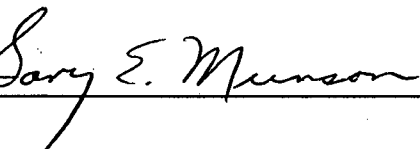
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-13 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

For the Board of Parole and
Post-Prison Supervision:

By 

Date: 9.14.93

For the Department of General Services
Risk Management Division:
Coverage under paragraphs 8,9, & 10 approved:

By 

Date: 9-16-93

For Department of Justice:

By 

Date: 9/21/93

EXHIBIT A

The County shall provide a Hearings Officer, acceptable to the Board, trained and certified by the Board, who will be responsible for conducting parole and post-prison supervision violation hearings. Hearings shall be conducted in accordance with these established guidelines:

ORS 183 and 144

Board Policies and Procedures

DOC/CCA Administrative Directives & Policies

Interstate Compact Agreement

Attorney General Opinions

OAR 255 and 291

LEDS Manual

Sanction/Intervention Guidelines

Case Law Decisions

Federal Law

The County shall adhere to the following standards and criteria:

- all hearings shall be conducted within timelines specified by the Board and within a reasonable time from notification if the offender is lodged in a county jail;
- all notice of rights to the offender and all formal hearings shall be audio tape recorded and a copy of the tape shall be retained by the county for at least 24 months, and available to the Board upon request.
- the written records, reports and recommendations from the hearings shall be submitted to the Board following the hearing within the timelines established by the Board.

It is understood that the County either has the capability to conduct hearings with non-English speaking offenders, or may contact the Board to arrange for translation services.

BOARD'S MISSION

Apply statutes, rules and policies to set just and equitable prison terms; order supervision conditions to protect the public and address dysfunctional behavior resulting in criminal offenses.

Provide due process and order appropriate sanctions for violations of community supervision conditions, while considering public safety and resources.

DESCRIPTION OF HEARINGS OFFICER DUTIES:

INITIATES HEARINGS/NOTICE OF RIGHTS:

Initiates formal due process activities upon notification that an offender may have violated his/her conditions of release as reported by the parole officer and Branch supervisor. Provides offender with his/her notice of hearing rights and communicates options set forth by law and rule to the offender.

HEARING PREPARATION:

Prepares for hearings by analyzing reports, court decisions, statutes, administrative rules, documents, files and other related materials; subpoenas witnesses, obtains physical evidence, authorizes attorney representation, when appropriate.

FORMAL HEARINGS/FACT FINDING:

Conducts formal hearings when elected by the offender; conducts on-site or telephonic hearing with incarcerated offenders. Tape records hearing. Receives oral and written testimony. Serves as an impartial fact finder to determine if sufficient cause exists to find offenders in violation of parole/post-prison conditions; provides an orderly atmosphere while providing an opportunity for a full disclosure.

HEARINGS OFFICER REPORTS:

Prepares written findings of fact, conclusions, and recommends appropriate sanctions to the releasing authority.

DETENTION AND RELEASE:

Authorizes detainment, transport or release of offenders from incarceration facility pending final decision by the releasing authority.

QUALIFICATIONS:

Demonstrated ability to work effectively with offenders, agency officials, law enforcement and judicial personnel. Familiarity with administrative hearings procedures. Bachelors degree or equivalent completion of experience and training. Hearings Officer must have extensive working knowledge of rules and procedures to govern or regulate decisions and actions in the performance of the assigned duties. Along with the knowledge of the rules and procedures, must use independent judgement consistent with the mission, goals and objectives of the Board of Parole and Post-Prison Supervision.

**AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF OREGON, ACTING BY AND THROUGH ITS
BOARD OF PAROLE AND POST-PRISON SUPERVISION
AND
MULTNOMAH COUNTY, ACTING BY AND THROUGH ITS
DEPARTMENT OF COMMUNITY CORRECTIONS**

1. This intergovernmental agreement is between the State of Oregon, acting by and through its Board of Parole and Post-Prison Supervision, hereafter "Board," and Multnomah County, acting by and through its Community Corrections department, hereafter "County."
2. Amendment No. 1 to original intergovernmental agreement no. 958201.
3. The intergovernmental agreement dated 9/21/93, 1993, is amended as follows:

Paragraphs 8, 9, and 10 are deleted in their entirety and replaced with the following:

8) STATE TORT CLAIMS ACT:

With the exception of professional hearings officer services provided pursuant to this agreement, Hearings Officers provided by County are not officers, employees, or agents (as those terms are used in ORS 30.265) of the Board.

9) INDEMNITY:

With the exception of professional hearings officer services provided pursuant to this agreement, County shall defend, indemnify and hold harmless the State of Oregon and the Board of Parole and Post-Prison Supervision, their divisions, officers, employees, members, and agents from all claims, suits or actions of any nature whatsoever arising out of or related to Hearings Officers's performance of their obligations and duties under Exhibit A.

10) STATE LIABILITY COVERAGE:

The Board of Parole and Post-Prison Supervision will provide the Hearings Officers furnished by County, pursuant to this agreement, with professional liability coverage (hearings officer errors and omissions), including limited defense. This coverage will be provided to the Hearings Officer while acting within the course and scope of his/her hearings officer duties as specified in Exhibit A, but only

to the extent that any claim arises out of services provided pursuant to Exhibit A's terms, conditions and statement of work. This coverage will be self-insurance by the State of Oregon to the limits stated in ORS 30.260 to 30.300. The dollar limits for paying settlements or judgments under this coverage are:

- (a) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
- (b) \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrences unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000; and
- (c) \$500,000 for any number of claims arising out of a single accident or occurrence.

The dollar limit for defense cost coverage per single accident or occurrence is \$100,000. This defense limit is separate from the dollar limits set forth in (a), (b), and (c), above, for paying settlements or judgments. Once this defense limit is reached, all additional costs of defense are the responsibility of the County and the Hearings Officer.

Provided, however, that all of the above-described coverage is limited by, and subject to, the terms of Department of Administrative Services, Risk Management Division Liability Self-Insurance Policy Manual Nos. 125-7-201 and 125-7-202 (a copy of each policy is attached hereto as, respectively, Exhibit B-1 and Exhibit B-2 and by this reference made a part hereof).

Provided, further, that the Hearings Officer will not be covered for: (a) acts, errors, or omissions due to malfeasance; (b) claims arising out of or related to willful or wanton neglect of duty; (c) acts outside the course and scope of the hearings officer duties specified in Exhibit A; and (d) punitive damages awards. The County and the Hearings Officer are jointly and severally liable for any damages awarded as a result of acts, errors, or omissions that are outside the coverage provided by the Board of Parole and Post-Prison Supervision.

As a condition for qualifying for the coverage provided by the Board of Parole and Post-Prison Supervision, the Hearings Officer must report in writing, as promptly as

possible, any claim, and any occurrence that reasonably may give rise to a claim, to the Risk Management Division, 1225 Ferry Street, SE, Salem, Oregon 97310. Further, and in order to retain this coverage, the Hearings Officer must cooperate fully in the investigation and defense of any claim. Failure to promptly report any claim or occurrence, or to cooperate fully in the investigation and defense of a claim, may negate the coverage provided by the Board of Parole and Post-Prison Supervision.

4. Except as expressly amended above, it is understood and agreed that all terms and conditions of the original intergovernmental agreement are still in full force and effect.

SIGNATURES:

For Multnomah County:

By Beverly Stein / MR

Date 12-13-93

For the Board of Parole and
Post-Prison Supervision:

By Lee Clemens

Date 12/29/93

Department of Administrative Services,
Risk Management Division (approval of exceptions under
paragraphs 8 and 9 and coverage under paragraph 10):

By Robert A. Nies


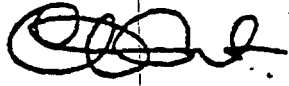
Date 1/3/94

Department of Justice (approved for legal sufficiency):

By W. Douglas Marshall

Date 9/29/93

WDM:wdm:JGG07DA1

	Department of General Services POLICY INTERPRETATION Issuing Division: Risk Management Division		Number 1-201
			Effective Date November 1, 1991
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201		Page 1 of 2	
Subject: No. 1 Mixed Claims. No. 2 Excluded Claims		Approval 	

This is to inform you of revisions to, and interpretations of, the above policy manual as it has been applied to a claim or claims. Please file this as part of your policy manual.

COVERAGE

Issue No. 1:

We have found that our treatment of mixed claims is too complex. Our intention was to cover the few mixed claims we receive each year in a uniform way. Instead we may have unwittingly expanded coverage into areas for which we lack expertise and are not adequately funded.

To correct the mixed claim problem, Mixed Claim Coverage (Page 3), is amended to read as follows:

III. A. 3. Mixed Claim Coverage

- a. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff even if the tort elements of the claim are withdrawn or dismissed. We will also pay damages, but not to exceed the tort limits described in ORS 30.270, whether the damages are awarded for tort or for non-tort elements of the claim.
- b. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was not specifically approved in advance in writing by an Assistant Attorney General, we will not defend the mixed claim against you or your staff nor will we pay any damages.

Limits, (Page 5) is amended to read as follows:

III. C. Limits

Your liability to most tort claimants is limited by the Oregon Tort Claims Act in ORS 30.270. We apply those same limits to our coverage of all damages (tort and non-tort) on all mixed claims. Except for the limits applied to mixed claims, there is no limit on your amount of coverage under this policy manual.

Issue No. 2:

We have agreed to exclude some kinds of claims from coverage even though they may constitute tort or mixed claims. Each of these primarily affects only a single agency, involves specialized knowledge, occurs with some frequency, and has not commonly been administered by us. These claims are delegated to their agencies to administer and resolve at their direct expense with the Department of Justice.

Department of General Services

POLICY MANUAL

Continuation Sheet

Number 125-7-201


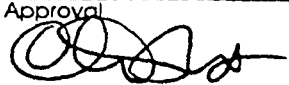
Page 2 of 2

Exclusions, Page 4, is amended to add these exclusions:

- III. B. 10. Challenges to election law requirements of ballot titles, measure explanations, and related technical allegations customarily administered by the Secretary of State's Elections Division.
11. Allegations that the Department of Insurance and Finance Workers' Compensation Division has violated requirements of workers' compensation law in its handling of a workers' compensation claim or claims.
12. Allegations of inverse condemnation, allegations of damage to properties adjacent to a highway project, and appeals over the condemnation or takings of real property rights and interests by the Department of Transportation, Highway Division.
13. Allegations that the Department of Water Resources has harmed someone by taking administrative actions or issuing orders that impair, reduce, deny, or cut-off any right to take or use water.
14. Challenges to environmental studies, reports, or findings; or to alleged environmental impacts; or allegations of federal environmental regulations; all in connection with construction projects federally funded through a state agency.

Note: These exclusions from coverage do not mean that these allegations or challenges do not constitute or contain tort allegations. Rather, these are delegated to the named agencies to resolve at their direct expense and, with Department of Justice, to defend against, any torts that arise within these exclusions.

EXHIBIT B-1 of

 <p>Department of General Services</p> <h1>POLICY MANUAL</h1> <p>Issuing Division: Risk Management Division</p>	Number 125-7-201
	Effective Date April 8, 1991
	Page 1 of 7
<p>Subject:</p> <p>LIABILITY SELF-INSURANCE POLICY MANUAL for State Agencies</p>	<p>Approval</p> 

I. PURPOSE

Under ORS Chapter 278 and ORS 30.260-300, the state pays its own cost of resolving tort claims. The purpose of self-insuring is to pay reasonably for harm wrongly or negligently done by or on behalf of the state and to defend against claims that appear false or unfounded. These services are provided to state agencies by the Department of General Services, Risk Management Division and the Department of Justice, Trial Division.

This policy manual seeks to define coverage for state agencies alone. It does not purport to create, define or otherwise affect the rights or powers of anyone except the state's agencies. It does not limit or define the state's rights or defenses in any action at law. It applies to all claims reported to us after April 8, 1991. Changes and exceptions to the terms of this policy manual are issued by us through written Endorsements and Policy Interpretations.

See also, 125-7-202, **Liability Self-Insurance Policy Manual for State Officers, Employees and Agents**; 125-7-203, **Employee Dishonesty Policy Manual**; and, 125-7-101, **Property Self-Insurance Policy Manual**. All other Policy Manuals of the 125-7- series are repealed.

II. DEFINITIONS

Throughout this policy, "you" and "your" refer to the state and its agencies. "Staff" refers to your officers, employees and agents unless otherwise specified. "We," "us," and "our" refer to the Department of General Services, Risk Management Division. Other terms, as used in this policy manual, have these meanings:

Agency means a board, commission, department, division, institution or branch of the State of Oregon.

Agent is not a precisely defined term. The courts are likely to decide someone is your agent if that person performs a duty or function on your behalf and is subject to the direction and control of you or your staff. That direction and control applies to the method, manner, means, location and timing of the duty or function. Any person or organization with legal capacity to contract could be your agent. Volunteers can be your agents.

Claim means a formal assertion that you or your staff harmed someone by committing a tort. All claims cost money to investigate and resolve even if they are false or unfounded. Claims come to our attention by many methods:

1. Claimant or counsel makes written notice of their assertions to us as required by ORS 30.275.
2. You, we or the Department of Justice is served with a legal action which includes an assertion of a tort by you or your staff.
3. We learn of an event which, from its facts, we conclude that a particular person intends to bring a legal action for tort.

You must promptly notify us of any claim, even if you believe that it is unfounded or that you could resolve it. We may agree to your plan of resolution, if it is consistent with applicable law and rules.

Contract means any purported agreement or promise which is asserted to impose upon you a legal duty to perform or refrain from some action. The contract need not meet all the contractual tests of legal enforceability. It may be created by operation of law or by federal or state administrative regulations which define benefits or procedures you have chosen to administer.

Damages means judgment awards, settlements, penalties and awards of plaintiff's costs.

Employment claim means a tort claim based on a state employee's **legally** protected employment rights and interests. It does not include claims based on rights or interests arising out of collective bargaining agreements or other contracts.

Losses means our costs of defense, damages and related costs for claims against you or your staff. If a claim names multiple defendants or an incorrect defendant, we will determine to whom losses will be charged for premium allocation purposes. Losses, for premium allocation purposes, also include your costs of defending or paying any claim which, contrary to this policy manual, you do not report to us, even though those costs are not reimbursed from the Insurance Fund. Losses also include employee dishonesty losses under this policy manual.

Mixed claim means a legal action which is not excluded from coverage and which complains of torts **and** of contractual breaches or other issues which do not fall within the definition of tort.

Private or personal vehicle means a vehicle owned by your staff or any vehicle not owned, rented or leased by, nor in the possession or control of, the state.

Protective remedy means legal actions which seek declaratory judgment, injunctive relief or writs of mandamus as remedies for torts.

State auto means a licensed motor vehicle that is owned, rented or leased by you or is in your control and possession. It includes one rented with your authorization by your staff. In that event, the rented vehicle is a "state auto" only while your staff is using it in the scope of their employment or duties and not for private purposes. State autos, by law, may not be used for any private purpose. You should not lend a state auto to someone other than staff without clear authority to do so. Liability coverage may not apply while a state auto is on loan.

Tort is defined by statute as the **breach** of a legal **duty** that is **imposed by law**, **other than** a duty arising from contract or quasi-contract, the breach of which results in **injury** to a **specific person or persons** for which the law provides a **civil right of action** for damages or for a protective remedy (key requirements emphasized).

In evaluating a claim to determine whether it is covered as a tort, we look for these elements:

1. A breach by you or your staff of a legal duty that is not established by a contract or under related contractual theories.
2. The breach of duty must inflict injury to a particular person or class in a manner that is distinct from the injury that the breach inflicts on the general public.

3. The law must provide for, and the claimant must be claiming, damages or some type of protective relief (injunction, declaratory judgment, writ of mandamus) for that injury.
4. Special injury to a particular person or class is a legal element of the relevant claim or of its statutory remedy. (If the complainant may obtain the same remedy without alleging an injury different from the injury to the general public, the claim generally is not a tort.)
5. The procedural conditions for bringing a particular claim are consistent with and can be satisfied without violating the Tort Claims Act (ORS 30.260-300) procedural system (statute of limitations, notice requirements, etc.).
6. There are indications of a legislative intent that the Tort Claims Act not apply to the claim (for example, the claim could already have been brought against the state before the Tort Claims act was passed in 1967).

The first three are essential elements. The rest help us determine claims which remain arguable.

III. GENERAL TORT LIABILITY

A. Coverage

Subject to the provisions of this policy manual:

1. Tort Claims Seeking Money Damages:

We will pay damages or defend claims against you for your alleged torts. Coverage for your staff, while acting within the scope of their employment or duties, is described in our **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.

2. Tort Claims Seeking Non-Monetary, Protective Remedies:

We will defend you against actions seeking a protective remedy for an alleged tort. We will also defend non-tort mandamus actions against the Judicial Department or its staff and against District Attorneys, all in their official capacities. We will also pay awards of plaintiff's attorney fees.

3. Mixed Claim Coverage:

- a. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff even if the tort elements are withdrawn or dismissed. We will pay all damages except those that are clearly for non-tort elements.
- b. If the non-tort elements of a mixed claim arise from a contract, a document or an action which was *not* specifically approved in advance in writing by an Assistant Attorney General, we will defend the mixed claim against you or your staff

only while the part of the claim which alleges a tort continues to be pled and has not been dismissed or withdrawn. If the dismissal of the tort elements is appealed, we will offer to resume defense while the tort continues to be appealed. We will pay only those damages that are clearly for tort elements.

4. Constitutional Challenges:

We will pay the cost to defend declaratory or injunctive actions seeking to prevent implementation of new state laws if the legal action alleges the new law is unconstitutional. The new law must have been written by the Legislative Assembly or by citizen-petitioners and not have been drafted by a state agency.

B. Exclusions

Except as expressly provided, we **do not pay for the following**:

1. Costs of preventing claims. Each agency must take reasonable steps to prevent wrongful acts or foreseeable harm to people who may encounter its property, staff or activities.
2. Legal costs you incur before you report a claim to us or any costs or claims which you have already paid or promised to pay without our approval. **Note:** You may not deny, approve, pay or defend tort claims for yourself. You may not pay someone to withdraw or abandon a tort claim. We must administer all claims. Even without this exclusion, no state official may, without statutory authority, use public monies to pay anyone for any kind of demand or claim which is not a valid obligation of the State. Avoid personal liability; call us or your counsel if you are unsure.
3. Costs of complying with a protective remedy. This exclusion also applies to fines, penalties, contempt citations or judgments for your delayed conformance to a court's order. Awards of plaintiff's attorney fees are not excluded.
4. Double-dipping. Court awards or judgments for (i) payment of goods or services you have received and for which you should have paid; (ii) For the payment of monies you are withholding in your accounts; or (iii) Payment or transfer of funds required by law, rule or contract which you have refused to pay. This exclusion applies, for example, to wages and related taxes or benefits you may be ordered to pay. It applies to money the court concludes you are wrongfully withholding. Awarded penalties and plaintiff's costs and your defense are not excluded.
5. Agency fines. Fines or penalties imposed by federal or state agencies.
6. Defense or damages for alleged torts by your staff which are excluded from coverage by the **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.
7. Contractual liability. Liabilities created by contract. You may not extend coverage to anyone who is not covered as a matter of law and of fact without our knowledge and written permission. Only we may obligate the Insurance Fund or issue certificates of self-insurance or endorsements thereto on behalf of the state.

8. Medical treatment costs for persons in state custody unless treatment is for injury caused by a tort committed by you or your staff.
9. Non-torts. Except as provided for mixed claims, defense or damages for claims that do not meet the definition of 'tort' and claims that we have historically regarded as 'non-tort' in our administration of the Insurance Fund. A list of these "non-tort" claims includes, but is not limited to the following:
 - a. Administrative Procedures. Administrative hearings or other proceedings under ORS Chapter 183 or other statutes, including judicial review or appeals of your administrative orders, hearings or rules.
 - b. "CERCLA" Cost-Recovery Claims. Claims/actions brought by the United States Government, or any other person, for recovery of costs incurred in removing or cleaning-up hazardous substances, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 USC §§ 9601 et seq.
 - c. Contract Issues. Breach of contract, contract disputes, disputes over requests for proposals, bid openings and selection, and related causes of action.
 - d. Election Law Claims. Appeals from acts or omissions of election officers under elections laws brought pursuant to ORS 246.910.
 - e. Habeas Corpus. Actions brought to challenge the legality of confinement, conditions of confinement, conviction or sentence under state and federal constitutions and statutes.
 - f. Public Meetings Law Claims. Actions brought to require compliance, prevent violations, and/or determine the applicability of public meetings law, ORS 192.610 to 192.690, pursuant to ORS 192.680.
 - g. Public Records Law Claims. Actions brought for disclosure of public records under public records law, ORS 192.410 to 192.505.

C. Limits

The state's liability to claimants is limited by law. In certain federal issues these limits do not apply. Therefore, there is no dollar limit on your coverage.

D. Conditions of Coverage

1. Early contact and investigation can be critical to loss control. You must report any claim or mixed claim to us in writing as promptly as practical, in no case later than 60 days after you have clear notice of it. Failure to comply will result in additional charges (see section on Premiums). Accidents resulting in serious injury or death for which you or your staff expect to be blamed must be reported to us within the next working day. Use telephone or other electronic means for such serious accidents.
2. You must comply with this policy manual.

3. You must complete and return our annual Risk Reports.

E. Deductibles

There are no deductibles. However, the state is not normally insured for the risks covered by this policy manual. Therefore, any valid and collectible insurance is normally primary, paying before these self-insured coverages.

F. Right of Recovery

If we defend or pay damages on a claim, we have the right to recover costs or damages from any party in connection with the claim. We will handle any recovery actions. Our recovery will reduce your losses used in fixing your future billings for coverage. If our recovery efforts could have repercussion on your agency, please notify us of your concern in writing. Recovery, excess of our coverage and costs, will be paid to you.

G. Premiums

Your standard biennial premium is your share of actuarially estimated state tort liability loss expense. Your share is based on your paid losses as they compare to state total paid losses. Additional premiums are charged to you for late reported losses.

Prompt reporting can make a great difference in the ultimate loss from a claim. Additional premiums for late reported claims will be charged in addition to all other premiums. Additional premiums will be equal to the greater of \$1,000 or one-tenth the amount of the total loss on late reported claims. The additional premium will be added to the standard biennial premium next to be charged.

If we must commence coverage of claims or losses excluded under this policy manual, we will promptly reassess your premiums to reflect your historic losses for that kind of claim or loss. We are required by law to keep the Insurance Fund actuarially sound.

IV. VEHICLE LIABILITY

A. Coverage

1. State Vehicle Liability:

We will pay or defend claims against you for property damage or bodily injury to others while your staff operates a state auto or any other state vehicle within the scope of their employment or duties.

2. Personal or Private Vehicle Liability:

If you authorize your staff to use a personal or private auto on state business, he or she is responsible to carry the minimum liability insurance required by law. Likewise, for private boats, airplanes or other vehicles, he or she is responsible to carry normal and reasonable liability insurance. If your staff operates a personal or private auto, boat, airplane or other vehicle on state business, their personal liability insurance policies are primary and our coverage is secondary. If the amount of liability to third parties

exceeds their private policy limits, we will indemnify them according to our policy manuals.

Conditions, exclusions, limits and other details are contained in our **Liability Self-Insurance Policy Manual for Officers, Employees and Agents**.

B. Premiums

Vehicle liability premiums are included in general tort liability premiums.

V. REVISIONS, NEW COVERAGES

Do you have any special needs to cover losses excluded by our policy manuals? Contact us. Options may include amending our policy manuals, endorsing a special coverage for your unique need, developing a new plan of self-insurance, obtaining commercial insurance or controlling the risk to remove the need for coverage.

The major limits on revisions and new coverages are that they should be legal, consistent with statewide risk management policy and timed or funded to merge with budget processes. Some changes require approval of the Emergency Board. (See also III. G. Premiums.)



VI. REPORTING CLAIMS

To access any kind of Insurance Fund coverage, send us our **State Self-Insurance Claim Report** form. It is an all-purpose self-insured claim and lawsuit report form. It replaces all earlier claim forms. Use it for auto, liability, property and dishonesty losses, but not for workers' compensation. Photo the attached copy of the form. You may contact us for a supply of forms if you are a frequent user. Include supporting information such as:

- a. A copy of any summons and complaint;
- b. A copy of Motor Vehicles Division's (DMV) **Traffic Accident and Insurance Report** form.
- c. Explanations, photographs and copies of any letters, reports, rules, orders, witnesses names or other material you may have, related to the claim.

Do not forget, if it applies, to timely file (b) the DMV report with the appropriate police or DMV office.

Note: Never let formalities or incomplete data, documentation or reports delay the prompt reporting of a claim. If our reporting form is not handy, you can start things by just giving us a call, a fax or electronic mail.

 <p>Department of General Services</p> <p>POLICY MANUAL</p> <p>Issuing Division: Risk Management Division</p>	Number	125-7-202
	Effective Date	April 8, 1991
	Page 1 of 6	
Subject:	LIABILITY SELF-INSURANCE POLICY MANUAL for State Officers, Employees and Agents	
		Approval
		

I. PURPOSE

Under ORS Chapter 278 and ORS 30.260-300, the state pays its own cost of resolving tort claims. The purpose of self-insuring is to pay reasonably for harm wrongly or negligently done by or on behalf of the state. It is also to defend against claims that appear false or unfounded. These services are provided to state agencies for their officers, employees and agents by the Department of General Services, Risk Management Division and the Department of Justice, Trial Division.

This policy manual seeks to define state self-insurance coverage provided to state agencies for their officers, employees and agents alone. It does not purport to create, define or otherwise affect the rights or powers of anyone else. It does not limit or define the state's rights or defenses in any action at law. It applies to all claims reported to us after April 8, 1991. Changes and exceptions to the terms of this policy are issued by us through written Endorsements and Policy Interpretations.

See also, 125-7-201, **Liability Self-Insurance Policy Manual for State Agencies**; 125-7-203, **Employee Dishonesty Policy Manual**; and, 125-7-101, **Property Self-Insurance Policy Manual**. These describe coverage for state agencies.

II. DEFINITIONS

Throughout this policy, "you" and "your" refer to Oregon state officers, employees and agents. "We," "us," and "our" refer to the Department of General Services, Risk Management Division. Other terms, as used in this policy manual, have these meanings:

Agency means a board, commission, department, division, institution or branch of the State of Oregon.

Agent is not a precisely defined term. The courts are likely to decide someone is an agent of the state if that person performs a duty or function on an agency's behalf and is subject to the direction and control of that agency's officers or employees. That direction and control applies to the method, manner, means, place and timing of the duty or function. Any person or organization with legal capacity to contract could be an agent. Volunteers can be agents.

Claim means an assertion that, acting in your job as a state employee, officer or agent, you have harmed someone by committing a tort. This includes claims that are false or unfounded. Claims come to our attention by many methods:

1. Claimant or counsel makes written notice of their assertions to us as required by ORS 30.275.
2. You are served with a legal action which includes an assertion of a tort by you and you notify us and give us a copy of the suit papers.
3. We learn of an event which, from its facts, we conclude that a particular person intends to bring a legal action for tort.

You should promptly notify your supervisor and assure that we are told at once of any tort claim. Failure to notify us may expose you to loss.

Damages means judgment awards, settlements, penalties and awards of plaintiff's costs.

Private or personal vehicle means a vehicle owned by you or any vehicle not owned, rented or leased by, nor in the possession or control of, the state.

State auto means a licensed motor vehicle that is owned, rented, leased or borrowed under appropriate written, lawful, agreement by the State of Oregon. It is also a vehicle officially in your agency's possession or control. It may also be a vehicle rented by you from a car rental firm on behalf of your agency with your agency's authorization. In that event, the rented vehicle is a covered, state auto only while used in the scope of your state employment or duties and not for private purposes. State autos, by law, may not be used for any private purpose.

Tort is defined as the breach of a legal duty that is imposed by law, other than a duty arising from contract or quasi-contract, the breach of which results in injury to a specific person or persons for which the law provides a civil right of action for damages or for a protective remedy. Torts may be actions you took which you should not have taken. They may be actions you failed to take which you should have taken.

III. GENERAL TORT LIABILITY

A. Coverage

Subject to the provisions of this policy and ORS 30.260-30.300 and ORS Chapter 278:

We will pay damages or defend claims against you for torts which you are alleged to have committed; while acting within the scope of your employment or duties.

B. Exclusions

We do not pay for:

1. Your defense or any fines or penalties in any *criminal* complaints or citations or for traffic or parking violations. **Note:** Your agency's losses due to employee dishonesty or fraud are covered by self-insurance and a commercial bond. That coverage pays the agency for its loss. It does not release the employee from personal, civil and criminal liability.
2. Defense or damages for your alleged acts or omissions which do not arise in the scope or performance of your duties.
3. Defense or damages for your alleged wrongs which amount to malfeasance in office or to willful or wanton neglect of duty or which you committed maliciously, with intent to cause unlawful damage or injury or with gross recklessness.

The application of this exclusion will not prejudice your rights. Nor will it prevent you from proving in court that coverage was incorrectly denied. If that is proven, we will indemnify you against the claim and your reasonable costs of defending against the claim.

Whether to defend claims in suit is determined by the Department of Justice. We or the Department of Justice may deny coverage of a claim before a suit is filed.

4. For loss to your private property, unless your agency has agreed to be liable for loss or damage because the property is needed on the job for the state's business. Your agency must agree in writing prior to the loss. Even a written agreement will not make your agency or the state liable for your private vehicle beyond the private vehicle coverage described in this policy manual.
5. Losses or costs which you are entitled to collect from your personal vehicle insurance or other valid and collectible insurance.
6. Workers' Compensation. We obtain workers' compensation coverage from SAIF Corporation. They manage all covered state employees' workers' compensation claims.

C. Limits

The state's liability to claimants is limited by law. In certain interstate or federal issues, these limits do not apply. Therefore, there is no dollar limit on your tort liability coverage for claims or costs not excluded from coverage by this policy manual, by ORS 30.260-300 or by ORS Chapter 278.

D. Requirements or Conditions of Coverage

1. You must report any claim to us in writing as promptly as you can. Accidents causing major property damage, serious injury or death for which you expect you may be blamed should be reported to us within the next working day.
2. You must cooperate fully with us and the Department of Justice in the investigation and settlement or defense of the claim.
3. You must not use a private vehicle on state business if it is not covered by private liability insurance or if you do not hold a valid license to lawfully operate the vehicle.

E. Deductibles

There are no deductibles. However, any other valid and collectible insurance may apply before the state's self-insurance.

F. Right of Recovery

To the extent allowed by law, if we defend or pay damages on your behalf, we have the right to any funds you may recover from any party in connection with the claim, including insurers. This right is limited to the extent of our losses and costs.

G. Premiums

Our premiums, all our costs, are paid by state agencies. They are based mostly on the losses charged to the agencies, their officers, employees and agents.

IV. VEHICLE LIABILITY

A. Coverage

1. State Vehicle Liability

Subject to the provisions of this policy manual, ORS 30.260-300 and ORS Chapter 278, we will pay damages or defend claims against you for injury to people or property while you are operating a state auto or other state vehicle. Of course, you must be acting within the scope of your state employment or duties.

2. Uninsured Motorist (State Auto)

Workers' compensation should cover state employees, but otherwise we will pay for bodily injury to you, as the driver, and to all others in your state auto because of an auto accident. This applies when the state auto is used for state business and the other party or parties in the accident are equally or more negligent and uninsured. Coverage is not provided if the other party or parties are **under** insured. Our coverage limit is \$25,000 for bodily injury per person. There is also a limit of \$50,000 for bodily injury per accident for all claimants combined. Coverages are limited to those required by ORS 742.500 to 742.506. Any increase in benefits required by state law will increase limits in this uninsured motorist coverage.

3. Personal Injury Protection (State Auto)

Workers' compensation should cover state employees, but otherwise we provide personal injury protection. It applies to you, as the driver, and to all others in your state auto when used for official state business. Our coverage limit is \$10,000 per injured person per accident for medical expenses and \$2,500 per person for funeral expenses. Funeral expenses must be incurred within one year after the date of the injury accident.

For each injured driver or passenger, we will pay 70 percent of loss of income for an aggregate of 52 weeks. Limit is \$1,250 per month. We will not pay unless the disability continues for at least 14 days after the accident.

For each injured person not usually engaged in a remunerative occupation, we will pay expenses incurred for essential services for an aggregate of 52 weeks. Limit is \$30 per day. We will not pay unless the disability continues for at least 14 days after the accident.

We will pay a \$15 per day child care benefit to a maximum of \$450 in these cases: The injured person must be a parent of one or more minor children. He or she must be unable to work or perform essential services due to injuries from the accident. He or she must have been hospitalized for a minimum of 24 hours due to the accident.

4. Personal or Private Vehicle Liability

If you are authorized to use a personal or private auto on state business, you are required by law to carry certain liability insurance. For private boats, airplanes or other vehicles, you are responsible to carry normal and reasonable liability insurance. If you

use a personal or private auto or vehicle on state business, your personal liability insurance is primary. Our coverage is secondary. If the amount of liability to third parties exceeds your private policy limits, we will cover the excess pursuant to this manual.

5. Order of Coverage

If these coverages apply to a loss or cost, they apply in this order:

1. Our workers' compensation coverage;
2. Any other applicable and collectible insurance;
3. Our personal injury protection coverage;
4. Our uninsured motorist coverage; then
5. Our self-insured tort liability coverage.

None of these will pay a cost for which one of the prior coverages is responsible. You may not "double dip" nor may you choose among the coverages.

B. Exclusions

1. Section III, B. (Exclusions) applies to these vehicle coverages.
2. We do not provide the following for private autos, boats, airplanes or other private vehicles: Physical damage coverage (collision or comprehensive), nor do we provide medical coverage, uninsured motorist coverage or personal injury protection. This applies even if the private vehicle is used on state business within the scope of your state employment or duties. Your personal liability insurance is reimbursed at state mileage rates pursuant to ORS 292.250.
3. We do not provide the following for state autos: Personal injury protection for injury you intentionally cause to yourself.

C. Requirements or Conditions of Coverage

You must comply with Section III, General Tort Liability and Section V, Applying for Coverage.

D. Right of Recovery

Our right to recovery under Section III, General Tort Liability, also extends to any personal injury protection we may pay. We are entitled to reimbursement from other insurers under ORS 742.531.

E. Premiums

Vehicle liability premiums are included in your agency's general tort liability premiums.

V. APPLYING FOR COVERAGE

To access Insurance Fund coverage, send us our **State Self-Insurance Claim Report** form. Photo the attached copy or call us and we will provide one for you. For autos, also include a copy of the Motor Vehicles Division's (DMV) **Traffic Accident and Insurance Report**. Be sure, if it applies, to

also file the DMV report with your police or DMV office. If you are a state employee and were injured, file a workers' compensation form 801 with your agency. Do not file workers' compensation claims with us. Also, be sure to comply with your agency's accident and claim reporting rules.

Note: Never let formalities delay your prompt reporting of a severe claim. If our forms are not handy, you can start things by just giving us a call. Workdays, call **373-RISK**. For severe after hours accidents you can call our emergency adjuster contractor at **1-800-621-5410**.

VI. DISTRIBUTION

This policy manual and any revisions are sent to everyone on the Executive Department's management service mailing list at the time of mailing. Managers should make these available to all employees who are interested or who are likely to be exposed to claims. Feel free to make copies and distribute them, but be sure to also distribute any revisions.

STATE SELF-INSURANCE CLAIM REPORT FORM
For Oregon State Agencies (Instructions on Reverse)

Agency		Agency Number	Address
CLASSIFICATION		VALUE REPORTED IN LAST RISK REPORT	ESTIMATED REPLACEMENT/REPAIR COST
STATE PROPERTY	Building		
	Non-Expendable Property		
	Expendable Property Supplies & Materials		
	Vehicle Make & Model		
	Loss by Employee Dishonesty		
	Other		

Where may state property be inspected?

OTHER PROPERTY	Owner's Name		Address		Phone(s)	
	Make		Model	Year	Damage Estimate: \$	
	Where can property be inspected?					
	Insurance Company		Phone			
JRIES	Name(s)	Age	Injury	Phone(s)	Address	Employee?

Date of Incident:

Location

Brief summary of facts as reported by: Claimant ☐ State ☐ Other ☐ _____

WHAT HAPPENED

Did police investigate? Yes ☐ No ☐ If yes: state, local or county police?

WITNESS

Name(s)	Address	Phone(s)

AGENCY CONTACTS

State Employee Involved	Phone
Driver or Employee's Agency	
Address	

RISK MANAGEMENT USE ONLY	
Claim Received:	
Claim No.:	
Adjuster:	
Comments:	

Signature _____ Title _____ Telephone _____ Date Submitted _____

EXHIBIT

INSTRUCTIONS

This form is to be used only by Oregon state agencies, officers, employees and agents. It is to request coverage from the Department of General Services Risk Management Division under state self-insurance. This form is used to report:

1. Loss or damage to property. See Property Self-Insurance Policy Manual 125-7-101.
2. Loss by employee theft or fraud. See Employee Dishonesty Manual 125-7-203:
3. Tort claim or suit against a state agency, officer, employee or agent. See Liability Policy Manuals 125-7-202 or 125-7-201.

Do **not** use for workers' compensation claims.

PROPERTY CLAIMS: Claims **MUST** be reported within 60 days of the discovery of your loss. If available, please attach:

- ✓ Evidence of state ownership or state responsibility for the property (contracts, agreements, inventory information, etc.).
- ✓ Extent and cost of damages (repair estimates, photographs, details of the actual or proposed replacement, etc.).
- ✓ Information on any adverse party's insurance.

DISHONESTY CLAIMS: Immediate reporting is required so we may comply with the conditions of commercial insurance. You **MUST** report to us within 30 days of discovery of a loss. If available, please attach:

- ✓ An explanation of the loss.
- ✓ Identity and related data on the suspected employee.
- ✓ Date of initial discovery.
- ✓ Estimate of maximum potential loss.

LIABILITY CLAIMS: Immediate reporting is critical. There is often a person who is injured or has damaged property who is expecting us to contact them. **DO NOT DELAY.** If available, please attach:

- ✓ Copies of applicable letters, reports, orders, rules, Motor Vehicles Division's Traffic Accident and Insurance Report, original photographs and any other materials related to the claim.
- ✓ Witnesses and involved parties' names, addresses and phone numbers.
- ✓ If you were served with a lawsuit, write on the summons when it was received in your office and by whom. Call us immediately. Arrange to send the summons and complaint to us and to the Department of Justice.



FOR ALL KINDS OF CLAIMS: In all cases be sure to:

- ✓ Preserve all physical evidence.
- ✓ Give us the name and phone number of your contact person for further information.
- ✓ Do not delay your report. If documents or information are missing, complete the report form and submit it with what you have.
- ✓ If you have any questions on coverage or documentation or actions you should take, call us at once.

DISTRIBUTION: (Keep a photo.) Send this report and attachments to:

RISK MANAGEMENT DIVISION
1225 Ferry Street, SE
Salem, OR 97310-1570

WHAT'S NEXT: We will write or call your contact person. We will investigate the claim. Then, we will move towards resolving it. In most cases, do not discuss the claim with anyone except us, our designated representative or the Oregon Department of Justice. Do not take action to resolve the claim without our advance concurrence.

	Department of General Services POLICY ENDORSEMENT Issuing Division: Risk Management Division	Number 1-198000
		Effective Date April 8, 1991
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201		Page 1 of 1
Subject: Mixed Claim Coverage, Review by Assistant Attorney General		Approval 


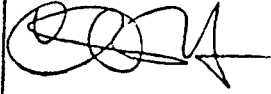
Agency: Judicial Department

Type of Endorsed Coverage: General tort liability mixed claim coverage.

Description: Except as specified in this endorsement, coverage is subject to the terms of the Liability Self-Insurance Policy Manual for State Agencies, 125-7-201, dated April 8, 1991.

Coverage of mixed claims (III. General Tort Liability A.3.) varies depending on whether or not "a contract, a document or an action . . . was specifically approved in advance, in writing, by an Assistant Attorney General." By this endorsement we add the following: "... an Assistant Attorney General or an attorney who is lawfully employed by the Judicial Department as legal counsel, ..."

policies\le1.pm3

 <p>Department of General Services</p> <h2 style="text-align: center;">POLICY ENDORSEMENT</h2> <p>Issuing Division: Risk Management Division</p>	Number 3-412000
	Effective Date September 29, 1991
	Page 1 of 2
Policy Manual: Liability Self-Insurance for State Agencies 125-7-201	Approval 
Subject: No fault coverage for foster parents of Children's Services Division	

Please file this with your policy manual

Agency: Children's Services Division (CSD)

Type of Endorsed Coverage: No Fault Coverage

Description: This coverage is provided to CSD pursuant to Oregon Laws 1991 Chapter 756. Except as specified in this endorsement, this coverage is subject to the terms of the Liability Self-Insurance Policy Manual, 125-7-201, dated April 8, 1991.

Coverage: We will pay damages to foster parents when a foster parent suffers bodily injury or property damage done accidentally, or unintentionally by a foster child. This coverage is authorized by, and definitions of some terms are contained in, Oregon Laws 1991 Chapter 756.

Exclusions: There is no coverage and we do not pay for:

1. Damage to or destruction of currency, securities or any intangible property;
2. The unexplained or mysterious disappearance of any property;
3. Loss or damage that is due to wear and tear, natural or gradual deterioration;
4. Bodily injury to other than the foster parent; however, we will cover, at reduced limits, bodily injury to any lawful resident living in the foster home; or
5. Loss or damage to property not owned by the foster parent. However, we will cover non-owned property if it is possessed under a written rental or lease agreement by the foster parent for the foster parent's use and for which the foster parent is responsible. We will also cover, at reduced limits, property of any lawful resident living in the foster parent home.
6. Damages other than economic damages as that phrase is defined in ORS 18.560;
7. This coverage is for accidental, unintentional harm done. The state accepts limited liability for certain harm done intentionally by foster children. That coverage is described elsewhere. Neither coverage will pay a cost already paid by the other.

Limits: We will not pay:

1. In excess of \$5,000 for any number of claims (bodily injury and property, foster parents and family or residents) arising out of any single occurrence;
2. In excess of \$500 for bodily injury and \$500 for damage to property of any lawful residents arising out of any single occurrence;
3. In excess of market value for property. Market value takes into account the property's condition: wear and tear, depreciation, and age, at the time of loss;

~~RECEIVED~~ OCT 23

Conditions:

1. The foster child must reside in a foster home maintained by the foster parents that has been certified by CSD under the provisions of ORS 418.625 to 418.645. The foster child must reside in an approved home that is maintained by the foster parents and that is receiving payment from CSD under the provisions of ORS 418.027 or under the provisions of ORS 420.810 and 420.815.
2. For property damage claims, this coverage is **primary** to any insurance the foster parent may have. That means this coverage pays the first \$5,000 of loss.
3. For bodily injury claims, this coverage is in **excess** of any other coverage the foster parent or resident may have. That means, for bodily injury, this coverage only applies to deductibles or amounts the foster parents' or resident's medical, health, auto, disability or other insurances do not cover.
4. Written notice of the claim must be delivered to the Department of General Services, Risk Management Division, within 90 days after the loss or injury, or there is no coverage.
5. Any family member or resident to be covered must not be a foster child and must be residing in the foster home with the knowledge and consent of CSD.

STATE SELF-INSURANCE CLAIM REPORT FORM
For Oregon State Agencies (Instructions on Reverse)

Agency		Agency Number	Address
CLASSIFICATION		VALUE REPORTED IN LAST RISK REPORT	ESTIMATED REPLACEMENT/REPAIR COST
STATE PROPERTY	Building		
	Non-Expendable Property		
	Expendable Property Supplies & Materials		
	Vehicle Make & Model		
	Loss by Employee Dishonesty		
	Other		

Where may state property be inspected?

OTHER PROPERTY	Owner's Name	Address	Phone(s)
	Make	Model	Year
	Damage Estimate: \$		

Where can property be inspected?

Insurance Company	Phone
-------------------	-------

INJURIES	Name(s)	Age	Injury	Phone(s)	Address	Employee?

Date of Incident: _____ Location: _____

Brief summary of facts as reported by: Claimant ☐ State ☐ Other ☐ _____

Did police investigate? Yes ☐ No ☐ If yes: state, local or county police?

WITNESS	Name(s)	Address	Phone(s)

AGENCY CONTACTS	State Employee Involved	Phone	RISK MANAGEMENT USE ONLY Claim Received: _____ Claim No.: _____ Adjuster: _____ Comments: _____ _____
	Driver or Employee's Agency		
	Address		

Signature	Title	Telephone	Date Submitted
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INSTRUCTIONS

This form is to be used only by Oregon state agencies, officers, employees and agents. It is to request coverage from the Department of General Services Risk Management Division under state self-insurance. This form is used to report:

1. Loss or damage to property. See Property Self-Insurance Policy Manual 125-7-101.
2. Loss by employee theft or fraud. See Employee Dishonesty Manual 125-7-203.
3. Tort claim or suit against a state agency, officer, employee or agent. See Liability Policy Manuals 125-7-202 or 125-7-201.

Do **not** use for workers' compensation claims.

PROPERTY CLAIMS: Claims **MUST** be reported within 60 days of the discovery of your loss. If available, please attach:

- ✓ Evidence of state ownership or state responsibility for the property (contracts, agreements, inventory information, etc.).
- ✓ Extent and cost of damages (repair estimates, photographs, details of the actual or proposed replacement, etc.).
- ✓ Information on any adverse party's insurance.

DISHONESTY CLAIMS: Immediate reporting is required so we may comply with the conditions of commercial insurance. You **MUST** report to us within 30 days of discovery of a loss. If available, please attach:

- ✓ An explanation of the loss.
- ✓ Identity and related data on the suspected employee.
- ✓ Date of initial discovery.
- ✓ Estimate of maximum potential loss.

LIABILITY CLAIMS: Immediate reporting is critical. There is often a person who is injured or has damaged property who is expecting us to contact them. **DO NOT DELAY.** If available, please attach:

- ✓ Copies of applicable letters, reports, orders, rules, Motor Vehicles Division's Traffic Accident and Insurance Report, original photographs and any other materials related to the claim.
- ✓ Witnesses and involved parties' names, addresses and phone numbers.
- ✓ If you were served with a lawsuit, write on the summons when it was received in your office and by whom. Call us immediately. Arrange to send the summons and complaint to us and to the Department of Justice.

FOR ALL KINDS OF CLAIMS: In all cases be sure to:

- ✓ Preserve all physical evidence.
- ✓ Give us the name and phone number of your contact person for further information.
- ✓ Do not delay your report. If documents or information are missing, complete the report form and submit it with what you have.
- ✓ If you have any questions on coverage or documentation or actions you should take, call us at once.

DISTRIBUTION: (Keep a photo.) Send this report and attachments to:

RISK MANAGEMENT DIVISION
1225 Ferry Street, SE
Salem, OR 97310-1570

WHAT'S NEXT: We will write or call your contact person. We will investigate the claim. Then, we will move towards resolving it. In most cases, do not discuss the claim with anyone except us, our designated representative or the Oregon Department of Justice. Do not take action to resolve the claim without our advance concurrence.

MEETING DATE: SEP 02 1993

AGENDA NO: R-14

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

C# 103394

SUBJECT: Clackamas County Agreement to Provide a Veterans Service Officer

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 Minutes/Consent

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

CONTACT: Rey España **TELEPHONE:** 248-5464

BLDG/ROOM: B161/2nd

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

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

Clackamas County will provide a Veterans Service Officer who will work 2 days a week (1 day in north/northeast, 1 day in east county) in Multnomah County providing counseling, medical benefits assistance, veterans programs information and advocacy for veterans and their widows.

Multnomah County will provide office space in both geographic locations for the Veterans Service Officer. Multnomah County will pay up to \$16,667 towards this benefit.

9/3/93 originals to Cella Truesay

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER:  _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 AUG 24 AM 10:17
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
H. C. MIGGINS • *ACTING 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: H.C. Miggins, Acting County Chair

VIA: Gary Nakao, Director *GN*
Department of Social Services

FROM: Norm Monroe, Director *NM/RZ*
Housing and Community Services Division

DATE: July 28, 1993

SUBJECT: FY 1993-94 Contract with Clackamas County

Recommendation: The Housing and Community Services Division recommends County Chair approval of the attached contract with Clackamas County, for the period July 1, 1993 through June 30, 1994.

Retroactive: This agreement is retroactive to July 1, 1993, the date for services agreed to by both county programs. Processing was delayed due to lengthy contract language negotiations between both counties' respective County Counsels'.

Analysis: The Housing and Community Services Division is contracting with Clackamas County for a Veterans Services Officer. Clackamas County will provide a qualified Veterans Services Officer who will work two days a week in Multnomah County to provide counseling, medical benefits assistance, veterans programs information and advocacy services for veterans and their widows. The Veterans Services Officer will work one day at two separate locations; one office in north/northeast Portland and one in east county. Multnomah County will provide office space at both locations. Multnomah County will contribute a maximum of \$16,667 in funding for this position (salary, supplies and related local travel).

Background: This contract is exempted from the RFP process because it is an intergovernmental agreement.

ccvet.mem

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103394Amendment # -

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>R-14</u> DATE <u>9/2/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Social Services Division HCSO Date July 28, 1993Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2ndAdministrative Contact Cilla Murray Phone 5464 Bldg/Room 161/2ndDescription of Contract Provides a Veterans Services Officer services to Multnomah County.RFP/BID # N/A-IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ ORF

Contractor Name Clackamas County
 Mailing Address 719 Main Street
Oregon City, OR 97045
 Phone 655-8620
 Employer ID# or SS# _____
 Effective Date July 1, 1993
 Termination Date June 30, 1994
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 16,667

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☒ Monthly \$ upon submission of invoice ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

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

Date _____

Date _____

Date 8.19.93Date September 2, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1730					1729	CGF	4,167	
02.	156	010	1730					1753	ODVA	12,500	
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

INTERGOVERNMENTAL AGREEMENT

Between Multnomah County and Clackamas County For a Veterans Service Officer

This Agreement is made and entered into upon execution by and between Multnomah County and Clackamas County, home rule political subdivisions of the State of Oregon

I. Recitals

- A. Whereas, Multnomah County desires to assist veterans of the United States Armed Forces and their widows and dependents to obtain the maximum federal and state benefits to which they are entitled as a result of the veteran's completion of military service;
- B. Whereas, ORS 408.410 provides that "Any county court or board of county commissioners may appoint a service officer who shall give aid and assistance to any veteran, the widow or dependent of the veteran, in applying to the federal or state veterans agencies for all benefits and aid to which they are entitled by federal, state or local laws, rules and regulations. The court or board shall fix the compensation of the service officer, provide the service officer with an office and the necessary equipment therefor in the same manner as provided for any other county officer, and shall make provision in the budget for the employment of the service officer and the expense for proper maintenance of such office."
- C. Whereas, ORS 406.310 authorizes the Oregon Department of Veterans' Affairs (ODVA) to aid counties in Oregon in connection with their respective programs of service to war veterans;
- D. Whereas, the ODVA is able to reimburse 75 percent of the county veterans service officer's expenses to a maximum of \$12,500 annually, requiring a minimum county contribution of \$4,167 in general funds in order to obtain the full amount of the state match;
- E. Whereas, the ODVA has indicated that Multnomah County may appoint a veterans service officer through intergovernmental agreement with another county which has appointed and funded a veterans service officer under the provisions of ORS 408.410 and ORS 406.310;
- F. Whereas, Clackamas County has an established Veterans Services Office and has indicated a willingness to enter into an intergovernmental agreement with Multnomah County to provide two days per week of services to veterans who reside in Multnomah County and to their widows and other dependents, on the basis of a total compensation of \$16,667;
- G. Whereas, Multnomah County desires to enter into such an intergovernmental agreement with Clackamas County as authorized by ORS 190;
- H. Whereas, the Multnomah County Department of Social Services will provide the veterans service officer appointed under this intergovernmental agreement with an office and the necessary equipment to carry out the service officer's responsibilities;

- I. Therefore, the parties to this intergovernmental agreement agree to the following provisions and responsibilities:

II. Term

- A. The term of this Agreement shall be from July 1, 1993, until June 30, 1994 unless sooner terminated by one of the parties.
- B. Multnomah 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 Multnomah County in the amounts anticipated, Multnomah County may reduce or terminate contract funding accordingly. Multnomah County shall notify Clackamas County as soon as it receives notification of same from ODVA.
- C. This Agreement may be amended or renewed by mutual agreement of the parties; renewal is subject to the continuing availability of state and local funds.

III. Clackamas County agrees to:

- A. Employ a qualified Veterans Service Officer who shall provide services to veterans residing in Multnomah County, and to their widows and dependents;
- B. Direct this Veterans Service Officer to provide services one day per week at two separate locations in Multnomah County, for a total of 16 hours. Services shall include counseling on benefits provided by the federal, state, and local governments (including veterans compensation, widows benefits, nursing home payments for veterans and their widows, and educational benefits) assistance with medical benefits, dissemination of information on veterans programs, and advocacy.
- C. Ensure that the Veterans Service Officer receives training needed to provide the services described above, including twice a year participation in ODVA training conferences for which ODVA provides reimbursement for travel and per diem.
- D. Provide a detailed budget on ODVA forms for personnel and materials and services, for an annual total of \$16,667.
- E. Submit monthly financial invoices and monthly program reports on services provided to Multnomah County veterans to the County Housing and Community Services Division, Community Action Program Office.

IV. Multnomah County agrees to:

- A. Compensate Clackamas County for a maximum annual amount of \$16,667 in salary, benefits, supplies, and local travel associated with performance of services by the Veterans Service Officer, upon submission of monthly financial invoices and monthly program reports.
- B. Provide office space, including a desk, phone, filing cabinet, and reception services at two County offices, to be determined, in North/Northeast Portland and East Multnomah County.
- C. Provide access two days a week to a portable computer and printer for the Veterans Service Officer.

- D. Provide information to the public and veterans regarding the availability of the Veterans Service Officer.
- E. Submit quarterly reports of expenditures and quarterly reports of the activities of the Veterans Service Officer to ODVA.

V. Both Parties Agree to:

A. Personnel

1. This Agreement shall not be interpreted to provide for or create a transfer of employees from Clackamas County to Multnomah County; or vice versa. All Clackamas County and Multnomah County personnel performing services under this Agreement shall remain employees of Clackamas County and Multnomah County respectively and shall perform their duties in accordance with the administrative and operational procedures of their respective jurisdiction.
2. Neither Multnomah County nor Clackamas County shall assume any liability for the payment of any wages, salaries, insurance or other compensation to the employees of the other jurisdiction who perform services pursuant to this agreement.
3. Clackamas County shall maintain workers' compensation coverage for all Clackamas County employees performing services pursuant to this agreement as provided in ORS Chapter 656.
4. Multnomah County shall maintain workers' compensation coverage for all Multnomah County employees performing services pursuant to this agreement as provided in ORS Chapter 656.

B. Indemnification

Subject to the limitations of the Oregon Constitution and statutes, Clackamas County and Multnomah County each shall be solely responsible for any loss or injury caused to third parties arising from Clackamas County or Multnomah County's own acts or omissions under the agreement and Clackamas County or Multnomah County shall defend, hold harmless and indemnify the other party to this agreement with respect to any claim, litigation or liability arising from Clackamas County's or Multnomah County's own acts or omissions under this agreement.

- C. Designate program managers responsible for implementing this intergovernmental agreement.

- D. Develop a written job description for the Veterans Service Officer.
- E. Participate in an evaluation of the activities and effectiveness of the Veterans Service Officer in addressing the needs of veterans residing in Multnomah County and their widows and dependents, and to modify services and amend this agreement as may be necessary to increase the effectiveness of these services in addressing the needs of veterans.

VI. Signatures

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

MULTNOMAH COUNTY, OREGON

CLACKAMAS COUNTY, OREGON

Harry Parker 19 Aug 93
Director Date
Department of Social Services

Director Date
Veterans Services Office

Beverly Stein 9/2/93
Beverly Stein, Chair Date
Multnomah County Commission

Chair Date
Clackamas County Commission

REVIEWED:

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY OREGON

By *H. H. Lazenby, Jr.*
Assistant County Counsel
H. H. Lazenby, Jr.

Clackamas County Counsel for
Clackamas County, Oregon

vosadd

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-14 DATE 9/2/93
DEB BOGSTAD
BOARD CLERK

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice
CONTACT: Marie Eighmey TELEPHONE: 248-3550
*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE: Budget Modification DSS # DSS3 revises JJD new-year grant funds, based upon recent confirmation of grand award totals, for a total (\$265,869) in Federal/State funds.

(Estimated Time Needed On The Agenda: 5 minutes)

2. DESCRIPTION OF MODIFICATION: {X} PERSONNEL CHANGES.

This budget modification alters Adopted Budget grant dollar totals and revises initial line item budgets to meet final grant award specifications:

- a. State Gang Affected Probation grant: Deletes the total \$341,985 anticipated grant award; cuts 7.5 FTE and a \$10,000 Juvenile Client Service Fund. County G/F formerly paid the Indirect Cost on this grant.
- b. State Governor's Anti-Gang program dollars: The continuation and expansion of this grant adds funding for 4.5 FTE deleted in Item 1 above. The Gang Influenced Female Team (G.I.F.T.) program's portion of the grant is reduced, resulting in a cut of .25 FTE to a Pgm Dev. Tech, a \$25,220 reduction to contractual funds, and minor changes to several M&S line items. An additional \$150,000, added during Tech Amendments, also are deleted. The grant pays its full Indirect Cost coverage.
- c. State Y.E.E.P. award: Adds \$75,000 to the original \$100,000 grant award. The additional revenue adds a Pgm Dev Spec to the Youth Employment/Empowerment program and increases contractual funds. The grant now pays full Indirect Cost coverage.
- d. Federal Office of Justice Programs: A three-month continuation of this grant adds funding for .25 FTE of a 1.0 FTE Program Coordinator, cut in Item 1; .25 FTE Pgm Dev Tech, cut in Item 2; and summer program dollars for GIFT contractual services. The grant pays its full Indirect Cost coverage.
- e. City Youth Employment/Empowerment Project: Adds \$8,000 for contractual services. The County pays the Indirect Cost coverage.

3. REVENUE IMPACT: Decreases F/S Rev Code 2125, Gangaff. Prob., by (\$341,985). Increases F/S Rev Code 2125, Governor's Anti-Gang Program by \$14,311. Increases F/S Rev Code 2310, Oregon Econ Development YEOP by \$75,000. Increases F/S Rev Code 2104, Off Juv Jus Delinq Prev, by \$7,307. Increases F/S Rev Code 2770, Youth Employ/Empower, by \$8,000. Decreases service reimbursement to Insurance by (\$12,964); increases service reimbursement to Building Management by \$7,016 and to Telephone by \$1,644. Decreases Cash Transfer to Federal/State by (\$28,502).

4. CONTINGENCY STATUS: + \$18,185

Originated By	Date	Department Manager	Date
<i>Harold Ogburn</i>	<i>7/19/93</i>	<i>Tom Hulme</i>	<i>23 July 93</i>
Budget Analyst	Date	Personnel Analyst	Date
<i>Cathy Ann</i>	<i>8/12/93</i>	<i>Chloras</i>	<i>8/11/93</i>
Board Approval	Date		
<i>Deborah C. Boast</i>	<i>9/2/93</i>		

me/bdmdlcjo.jul

1993 AUG 24 AM 10:14
CLATSOP COUNTY
BOARD OF
COUNTY COMMISSIONERS

TRANSACTION DATE:

ACCOUNTING PERIOD:

FY: 93/94

EXPENDITURES:

FUND	AGENCY	ORG	ACT.	REPT'G CATEG.	OBJECT	CURR. AMT	REV. AMT	EXPENSE CHANGE	EXPENSE SUBTOTAL	EXPENSE DESCRIPTION
156	010	2520			7100			(1,422)		Dec Ind Cost, G/F Trnsfr
					7100			1,422		Ind Ind Cost, Grant-pd
									0	Subtotal M&S, Org 2520
									0	TOTAL, ORG 2520
156	010	2530			5100			(68,112)		Dec Permanent
					5500			(18,352)		Dec Fringe
					5550			(12,713)		Dec Insurance
									(99,177)	Subtotal Pers, Org 2530
					6230			(6,055)		Dec Supplies
					7100			(15,885)		Dec Ind Cost, G/F Trnsfr
					7100			7,256		Inc Ind Cost, Grant-pd
									(14,684)	Subtotal M&S, Org 2530
									(113,861)	TOTAL, ORG 2530
156	010	2540			5100			6,543		Inc Permanent
					5200			(13,974)		Dec Temporary
					5500			562		Inc Fringe
					5550			(2,122)		Dec Insurance
									(8,991)	Subtotal Pers, Org 2540
					6060			(139,373)		Inc Pass Thru Payments
					6110			(5,118)		Dec Prof Services
					6230			(6,698)		Dec Supplies
					6310			400		Inc Educ/Training
					6330			800		Inc Travel
					7100			(11,195)		Dec Ind Cost, G/F Trnsfr
					7100			9,507		Inc Indirect Cost
					7150			1,644		Inc Telephone
					7400			7,016		Inc Bldg Mgt Svcs
									(143,017)	Subtotal M&S, Org 2540
									(152,008)	TOTAL, ORG 2540
									(265,869)	TOTAL, JJD
100	010	0106			7608			(28,502)		G/F Paid Indirect
100	045	9120			7700			18,185		Grant Paid Indirect
100	045	9120			7700			7,016		Building Mgmt
400	050	7531			6520			(12,964)		Insurance
402	030	7990			6140			1,644		Telephone
								(280,490)		TOTAL EXPENSE

REVENUE:

FUND	AGENCY	ORG	ACT.	REPT'G CATEG.	REVENUE SOURCE	CURR. AMT	REVIS. AMT	REVENUE CHANGE	REVENUE SUBTOTAL	REVENUE DESCRIPTION
156	010	2520			7601			(1,422)		General Fund Transfer
					2316			(17,336)		Gangaff.Prob.
					2125			18,758		Gov's Anti-Gang
									0	TOTAL, ORG 2520
156	010	2530			7601			(15,885)		General fund Transfer
					2316			(193,723)		Gangaff.Prob.
					2125			95,747		Gov's Anti-Gang
									(113,861)	TOTAL, ORG 2530
156	010	2540			7601			(11,195)		General Fund Transfer
					2316			(130,926)		Gangaff.Prob.
					2125			(100,194)		Gov's Anti-Gang
					2310			75,000		OR Econ Dev YEPP
					2104			7,307		Office of Justice Pgms
					2770			8,000		Youth Employ/Empower
									(152,008)	TOTAL, ORG 2540
									(265,869)	TOTAL, JJD
100	045	7410			6602			(10,317)		Indirect Cost
100	045	7410			6602			7,016		Building Mgmt
400	050	7040			6602			(12,964)		Insurance
402	030	7990			6602			1,644		Telephone
								(280,490)		TOTAL REVENUE

5. ANNUALIZED PERSONNEL CHANGES

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	BENEFITS Increase / (Decrease)		TOTAL Increase (Decrease)
			Fringe	Insurance	
(1.00)	Juv Counselor	(27,835)	(7,500)	(5,167)	(40,502)
(1.00)	Juv Counselor Supervisor	(40,277)	(10,852)	(7,546)	(58,675)
(0.75)	Program Coordinator	(24,661)	(6,708)	(4,778)	(36,147)
1.00	Pgm Dev Specialist	31,204	8,407	2,907	42,518
-1.75	TOTAL CHANGE, ANNUALIZED	(61,569)	(16,653)	(14,584)	(92,806)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

FTE Increase (Decrease)	Permanent Positions, Temporary, Overtime, or Premium	BASE PAY Increase (Decrease)	BENEFITS Increase / (Decrease)		TOTAL Increase (Decrease)
			Fringe	Insurance	
(1.00)	ORG 2530: JCN Juv Counselor 6272	(27,835)	(7,500)	(5,167)	(40,502)
(1.00)	Juv Counselor Sup 9220	(40,277)	(10,852)	(7,546)	(58,675)
(0.75)	ORG 2540: Pgm Coordinator 6022	(24,661)	(6,708)	(4,778)	(36,147)
1.00	Pgm Dev Specialist 6021	31,204	8,407	2,907	42,518
	Temporary	(13,974)	(1,137)	(251)	(15,362)
-1.75	TOTAL CURRENT FY CHANGES	(75,543)	(17,790)	(14,835)	(108,168)




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 Multnomah County Chair

VIA: Dr. Gary Hansen
Director, Department of Social Services

FROM:  Harold Ogburn
Director, Juvenile Justice Division

DATE: July 19, 1993

SUBJECT: Budget Modification DSS # 3, To Adjust New Year Revenues Of
Five Grants, Based Upon Final Decisions By Grantors

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request to reconcile new year revenues in the Federal/State program.

BACKGROUND/ANALYSIS: This budget modification reconciles the Adopted Budget with changes to revenue in five grants: State Gang Affected Probation, State Governor's Anti-Gang Program, State Youth Employment/Empowerment Project (Y.E.E.P.), Federal Office of Justice Programs and City Youth Employment/Empowerment (Y.E.E.P.). The grant actions have been combined into a single modification because two grants offset a portion of the personnel actions in two other grants. The net results of the changes are a deletion of (1.75) FTE and (\$265,869) in salaries and materials/services.

The first grant--a 3-year State Gang Affected Probation award--expired and was not renewed. This resulted in a 7.5 FTE cut (3 Counselors, 2 Groupworkers, 1 Counselor Supervisor, 1 Program Coordinator, and a .5 Office Assistant 2). The Governor's Anti-Gang Program cut .25 FTE from a 1.0 Program Development Technician position. Therefore, the initial cut totalled 7.75 FTE.

However, the latter award, which funds the majority of the Gang Influenced Female Team (G.I.F.T.), expanded to cover a portion of funding for our southeast office counseling service to gang-affected youth who are on probation. In doing so, it added back 4.5 FTE (2 Counselors, 2 Groupworkers, .5 Office Assistant 2). A 3-month extension to the Federal Office of Justice Programs award adds .25 FTE Program Development Technician and .25 FTE Program Coordinator. The State Youth Employment/Empowerment Program, with an increase of \$75,000, adds a 1.0 FTE Program Development Specialist as well as additional contract services dollars.

The net result of the FTE total, therefore, equals a total cut of 1.75 FTE, consisting of the deletion of 1 Counselor, 1 Counselor Supervisor, and .75 FTE of the 1.0 Program Coordinator, and the addition of 1.0 Program Development Specialist.

The new Program Development Specialist position is the position which County originally said it intended to fund when the Youth Employment/Empowerment program added additional providers in the second phase of the project. However, the County then found it necessary to reject our request for the additional staff member because of the unavailability of funds.

In terms of Indirect Cost, three of the aforementioned grants relied upon County to cover Indirect Cost. These included the now expired Gang Affected Probation grant, the State Y.E.E.P. award, and the City Y.E.E.P. award. Only the City award now relies upon the County-paid Indirect Cost support. In order to clarify the withdrawal of County Cash Transfer and the addition of grant-paid Indirect Cost, the Budget Office has agreed to the use of two lines for three of our Organizations' Indirect Cost entries on the detailed expenditure/revenue page (Page 2) of this modification. The first Indirect Cost line reflects the net withdrawal of the total County-covered Indirect Cost. The second line for each shows the grant-funded Indirect Cost total.

Lastly, the overall reduction to Federal/State revenue is caused by the deletion of the Gang Affected Probation grant (offset in part by the Anti-Gang additional funding) and the deletion of \$150,000 additional dollars in grant applications, added during Tech Amendments but not ultimately approved by the State.

me/bmcovroj.jul

BUDGET MODIFICATION NO.

DSS #4

(For Clerk's Use) Meeting Date

SEP 02 1993

Agenda No.

R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT: SOCIAL SERVICES

DIVISION: MHYFSD

CONTACT: SUSAN CLARK/KATHY TINKLE

PHONE: 3691

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

GARY NAKAO/GARY SMITH

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

Budget Modification DSS # 4 reclassifies a Program Development Technician in Mental Health, Youth and Family Services, Developmental Disabilities Operations to a Program Development Specialist.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION: (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space).

[x] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This action reclassifies a Program Development Technician to a Program Development Specialist in MHYFSD, DD Operations. The reclassification is necessary as the scope and responsibilities of the individual have increased and changed. The individual will be overseeing the administrative development of new and existing Foster Care Residential services for people with Development Disabilities.

The difference in the two salaries is being made up with funds transferred from Professional Services Org 1270 DD Case Management.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases the Service Reimbursement from Fed/State to Insurance Fund

1993 AUG 24 AM 10:14
CLERK OF COUNTY COMMISSION
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____):

(Specify Fund)

(Date)

AFTER THIS MODIFICATION:

\$

Originated By:

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

Susan Clark 8/3/93
Karen Finn 8/2/93
Wendy C. Boast 9/2/93

Gary Nakao/DB 3-Aug-93
C. C. C. 8/11/93

File: Lotus9394\Budmods\DD1

TRANSACTION EB GM () TRANSACTION DATE: ACCOUNTING PERIOD: - BUDGET FY:

TRANSACTION EB GM () TRANSACTION DATE: ACCOUNTING PERIOD: - BUDGET FY:

\$191	\$191
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TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG.FY:

TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG.FY:

\$191	\$191
-------	-------

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO. _____

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED			
		Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	Program Development Technician	(\$26,948)	(\$7,261)	(\$6,972)	(\$41,181)
1.00	Program Development Specialist	\$31,506	\$8,489	\$7,163	\$47,158
0.00	TOTAL ANNUALIZED CHANGES	\$4,558	\$1,228	\$191	\$5,977

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 Bud Mod.)			
FTE Incr (Decr)				CURRENT YEAR			
				Increase (Decrease)			
		POSITION TITLE	EXPLANATION	BASE PAY	FRINGE	INSUR	TOTAL
(1.00)	Prog Dev Tech	Individual Reclassified to PDS effect 7/1/93		(\$26,948)	(\$7,261)	(\$6,972)	(\$41,181)
1.00	Prog Dev Spec			\$31,506	\$8,489	\$7,163	\$47,158
0.00	TOTAL CURRENT FISCAL YEAR CHANGES			\$4,558	\$1,228	\$191	\$5,977

File: Lotus\9394\Budmod\DD1



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

MEMORANDUM

TO: Henry C. Miggins
Acting Multnomah County Chair

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

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

DATE: August 2, 1993

SUBJECT: Approval of Budget Modification DSS # 4

RECOMMENDATION:

The Mental Health, Youth and Family Services Division recommends approval of Budget Modification # 2894. This action reclassifies a Program Development Technician to a Program Development Specialist in MHYFSD, DD Operations.

BACKGROUND/ANALYSIS:

This modification reclassifies a Program Development Technician (PDT) to a Program Development Specialist (PDS) in DD Operations. Because the duties of the individual originally hired as a PDT have changed in scope and responsibility as the DD Program has grown, a reclassification was requested, reviewed by Employee Services and approved retroactive to May 1993. This Bud Mod adjusts the FY93/94 Budget.

The PDS will be overseeing the administrative development of new and existing Foster Care Residential Services for people with Developmental Disabilities. There is a difference in the salaries of the two positions, and it is being made up with funds transferred from Org 1270 DD Case Management Professional Services.

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 9-2-93

NAME Michael Vernon

ADDRESS 4103 N. Juneau

STREET

Port. Ave. 97203

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-17

SUPPORT _____ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE 4-2-1993

NAME Pat Pierce

ADDRESS 2736 N.E. 54

STREET

Portland

CITY

97213

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R 17

SUPPORT _____ **OPPOSE** ☒

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE 09/02/98

NAME Dorothy H. Sumner

ADDRESS 8136 N. Olympic

STREET

Portland, Oregon

CITY

97203

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R17

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE SEPT 2, 1993

NAME PATTY RAMSBOTTOM

ADDRESS 29 N.E 125TH PLACE
STREET

PORTLAND OK 97230
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-17

SUPPORT _____ OPPOSE ✓
SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 8-2-93

NAME Rebecca TAYVIES

ADDRESS 5020 NE. 8th

STREET

Portland, Oregon 97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-17

SUPPORT _____

OPPOSE ✓

SUBMIT TO BOARD CLERK

#6

PLEASE PRINT LEGIBLY!

MEETING DATE

89-293

NAME

JEAN PROCTOR

ADDRESS

4049 NE 12TH

STREET

PORT

CITY

97212

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R17

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#7
PLEASE PRINT LEGIBLY!

MEETING DATE

Sept. 2-1992

NAME

Claire Carle

ADDRESS

3145 N.E. 16th Ave.

STREET

Portland, OR

CITY

97212-2310

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-17

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: AUG 12 1993 AUG 19 1993
Agenda No: R-8 R-14

(Above space for Board Clerk's Office Use ONLY)

SEP 02 1993
R-17

AGENDA PLACEMENT FORM

Subject: Ordinance amending Mult.County Code 8.90 (Licensing of Adult Care Homes)

BOARD BRIEFING Date Requested:
Amount of time:

REGULAR MEETING Date Requested: August 12, 1993
Amount of time: 30 Minutes

DEPARTMENT: Social Services

DIVISION: Aging Services

CONTACT: Steve Balog/Julie Bergstrom

TELEPHONE: 248-3620

BLDG/RM#: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Gary Nakao/Jim McConnell

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

The Aging Services Division requests approval of the attached Ordinance amending Multnomah County Code 8.90 pertaining to the licensing of Adult Care Homes, and declaring an emergency.

This ordinance increases fees for the licensing of Adult Care Homes. In addition, there are minor changes to update the Ordinance to comply with State Statutes and "housekeeping" changes in language.

The changes in fees are necessary to help meet the increasing costs of completing annual licensing procedures for Adult Care Homes. There has been an increase of over 100% in the number of Adult Care Homes being licensed since 1986, with no increase in fees.

*Ordin. Not approved unanimously. Motion to
Remove Emergency Clause Approved. First
Reading Approved. Second Reading 9-2-93.*

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



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
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DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: H.C. Miggins, Acting Chair
Multnomah County Board of County Commissioners

VIA: Gary Nakao, Director *GN*
Department of Social Services

FROM: Jim McConnell, Director *JM*
Aging Services Division

DATE: July 7, 1993

SUBJECT: Ordinance to amend Multnomah County Code 8.90 pertaining to
licensing of Adult Care Homes

Recommendation: The Aging Services Division requests approval of the attached ordinance amending Multnomah County Code 8.90 pertaining to the licensing of Adult Care Homes.

Analysis: This ordinance increases fees for the licensing of Adult Care Homes:

- 1) Annual per bed fee increased from \$20 to \$40, maximum per home from \$100 to \$200
- 2) From \$10 for each change of resident manager to \$25 per year for annual approval of each resident manager and \$10 fee for approval of each substitute caregiver

In addition, the time allowed to request a hearing is increased from 10 to 20 days to conform to State statutes and the department name is changed from Human Services to Social Services.

Background: The increases in fees are necessary to help meet the costs of completing annual licensing procedures for an increasing number of Adult Care Homes. There has been an increase of over 100% in the number of Adult Care homes being licensed since 1986, with no increase in fees.

bccach

ORDINANCE FACT SHEET

Ordinance Title: CHAPTER 8.90--Adult Care Homes

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternative explored):

This is a revision to the Ordinance dealing with the licensing of Adult Care Homes as described in "Findings".

What other local jurisdiction in the metropolitan area have enacted similar legislation ?

NONE

What has been the experience in other areas with this type of legislation ?

N/A

What is the fiscal impact, if any ?

This would increase licensing fees. Would have no requirements for additional County General revenue Funds.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Stephen P. Balog

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected official: [Signature]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An Ordinance Amending Multnomah County Code 8.90 Pertaining
to the Licensing of Adult Care Homes

Multnomah County ordains as follows:

SECTION I FINDINGS

1. There has been no increase in licensing fees since the beginning of the licensing program and the original ordinance in 1986. Since that time there has been an increase of over 100% in the number of adult care homes being licensed. An increase in fees is necessary to carry out the intent of the ordinance; namely to license these homes in the interest of "public health, safety and welfare".

2. In addition, minor changes must be made to update the ordinance to comply with State statutes. Other amendments are made as further "housekeeping" changes.

SECTION II AMENDMENT

Multnomah County Code 8.90.060 is amended to read:

8.90.060 Licensure fee. There shall be a licensure fee of [\$20.00] \$40.00 per bed per annum up to a maximum of [\$100.00] \$200.00 per annum, payable to the department of [human] social services. There shall be a fee of [\$10.00 for each change of resident manager.] \$25.00 per annum for annual approval of each resident manager and \$10.00 fee for approval of each substitute caregiver.

SECTION III AMENDMENT

8.90.015(F) is amended to read:

1 (F) "Director" means the director of the department of
2 [human] social services of Multnomah County, Oregon, or his or her
3 designee.

4 SECTION IV AMENDMENT

5 8.90.040(A) is amended to read:

6 (A) It is unlawful, and it shall constitute an offense in
7 violation of this chapter, for any person to establish, maintain or
8 conduct in Multnomah County any adult care home without first having
9 been licensed by the director of the department of [human] social
10 services. Owners or operators of adult care homes at the time this
11 chapter becomes effective shall apply for a license no later than
12 March 31, 1986.

13 SECTION V AMENDMENT

14 8.90.080(C) is amended to read:

15 (C) An owner or operator of an adult care home whose
16 license has been revoked, suspended or denied, or who has operated
17 without a license in violation of this chapter, has a duty, when so
18 ordered by the director, to effect orderly and appropriate placement
19 of all residents, and to refund any monies due, within a reasonable
20 period of time from the effective date of the order. The owner or
21 operator shall cooperate with the department of [human] social
22 services, which shall assist the residents and operator in effecting
23 such placement.

24 SECTION VI AMENDMENT

25 8.90.090(A) is amended to read:

26 (A) Any owner or operator aggrieved by any decision of the

1 director with regard to its application for licensure, or a
2 violation of this chapter, may request a hearing by filing a written
3 request with the director. The request for a hearing shall be filed
4 within [ten] twenty days of receipt of written notice of the
5 director's action and shall set forth reasons for the hearing and
6 issues to be heard. The director may prescribe forms for the filing
7 of an appeal.

8 SECTION VII AMENDMENT

9 8.90.120(B)(16) is amended to read:

10 (16) If care is to be provided, not to be involuntarily
11 evicted, transferred or discharged without opportunity for a
12 hearing, by filing a request with the department of [human] social
13 services as provided for in the adult care home licensure ordinance
14 MCC 8.90.090, to determine if medical reasons, if the welfare of the
15 resident, other residents or the operator, or if nonpayment
16 justifies such action.

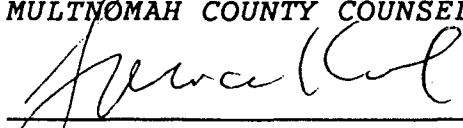
17 SECTION VIII ADOPTION

18 ADOPTED this _____ day of September, 1993, being the date of
19 its _____ reading before the Multnomah County Board of
20 Commissioners.

21 BOARD OF COUNTY COMMISSIONERS
22 FOR MULTNOMAH COUNTY, OREGON

23 _____
24 Beverly Stein, Chair

25 REVIEWED:
26 MULTNOMAH COUNTY COUNSEL

27 
28 _____
29 Laurence Kressel

#1 R-17
9/2/93

Michael Vernon Adult Care Homes
4103 N. Juneau
Portland, Oregon 97203

Testimony Against Adult Foster Care Home
Licensing Rate Increases

My name is Michael Vernon, I own two Adult Foster Care Homes in Multnomah County on which I pay over \$4,500.00 per year in taxes. I am speaking before you today both as a business owner and a taxpayer. I am also speaking today on behalf of the six elderly clients that live in my homes and their extended families who will most directly be affected by your decision in this matter. I am here to ask you not to pass this ordinance with the following caveat: AT THIS TIME.

You have been told by the Agency head that it costs \$750.00 per year to license a foster care home in Multnomah County. The process for licensing my home required approx. 1 1/2 Hrs. of the licensers time, 15 min. of the County sanitarians time, 2 or 3 hours menial office clerk time to process the forms, and approx. 4 hours travel time for the licenser and the sanitarian. Certainly not more than \$100.00 dollars total. So where is the other \$650.00 being spent? Not on my home, and not on my clients.

In Talking to the Adult Home Care Agency head I was left with the distinct impression that my other \$650.00 is being spent on problematic homes that require closer supervision than mine does. I also understand from the same conversation that the agency finds itself impotent to close those homes down. If this ordinance passes it will send several messages to providers. If you're a good provider the message is "the county is going to make you pay to supervise the problematic homes that the county is impotent to deal with." If you are one of the problematic homes then the message this ordinance sends is "don't worry we'll just get the other homes to pay for your additional needed supervision." This ordinance, as it is written penalizes good homes and rewards the problematic all at the expense of a population least able to bear the burden, the elderly.

As a business man it seems a much better idea to have homes pay for the services they receive. Charge more for the problematic homes and less for the good ones. A system of rewards and penalties so to speak. This method of licensing would provide great incentive to run good homes while financially encouraging the problematic homes to clean up their act or move on down the pike.

It will also directly and negatively impact those homes who accept public assistance clients. They do not have the mechanism to raise the additional funding necessary. In some cases these homes are operating on a razor's edge budget now, the added burden of only these few dollars may spell disaster. It seems to me that these are the providers that the system should most want to value and protect. This ordinance does not accomplish that task. You have been told that the agency will take special consideration for hardship cases, and the agency has said publicly that providers need only pay for the beds that are occupied. As more become occupied just license the bed. Can you imagine what this program will cost the agency to administrate. I don't think this kind of expenditure would move the agency in a positive direction.

Now let's examine the agency work load because they have raised that as an issue as to why they need additional staff. There are now over 600 foster care homes in the county. Divided between 3 Licensers that gives each one 200 homes to license yearly. I figure the work year minus vacations and holidays at about 289 days give or take. As you have seen a licenser can license a home in well under 1/2 a day. I question where the rest of the time is being spent and if everything that's being done is essential.

the agency says that they need more funds because the number of licensed homes in Multnomah county is rising as the years go by. The point I want to make is that when there were 285 homes the licensing process raised \$28,500.00 per year. Now that there are over 600 homes they raise \$60,000.00 annually, an increase of over 100%.

If every other county in the state of Oregon can function on the current license fee rates why can't Multnomah? Is it because in the hay days of financial security prior to ballot measure 5 the agency got into some bad spending habits. Remember in those days the coffers were full to overflowing and it would have been easy to get into the mind set of spend spend spend. A mind set that post ballot measure 5 is just not realistic. Or is there more to the picture that I am just not seeing?

I do know the agency wastes money. From a business point of view it's a waste of money to spend more on travel time then you spend actually in the home doing the licensing process or needed supervision. It's a waste of money to have staff gather in the office in the mornings and then hit the road. It's a waste of money to have staff constantly in meetings when they should be in the field. It's a waste of money to send staff all over the city when they could be assigned a district to work which would eliminate much travel time. There are many more wastes to this bureau, and I would hope that some re-organization would be considered before an ordinance like this is enacted.

I have met with most of you privately on this issue and the one message I got from you loud and clear was that you want the Adult Home Care Program to become self supporting. This ordinance as it stands does not address that issue. The funds created by this ordinance have already been earmarked for additional staff. Not one penny will go toward self sufficiency. If your goal is truly self sufficiency it seems only clear to me that this ordinance is not the way to accomplish it. If this ordinance passes, the agency will have no incentive to put it's financial house in order and we will all be back again next year to repeat the whole process, and at a much greater cost to the elderly.

The other message I got from talking to you was that you were open to whatever expertise Providers like myself could offer. I thought I understood that you welcomed our input in assisting with your goal of this industry becoming self sufficient. I, naively perhaps was under the impression that the process would be opened up to our input. So I and other providers who have some business experience brain stormed some truly excellent ways that the Adult Home Care Program could be streamlined, strengthened, and headed on the path to self sufficiency. As we soon found out what you may have had in mind, what we may have had in mind, was not at all what the heads of the Adult Home Care Program, and the Aging Services Division had in mind.

A Public meeting was called by the agency. We thought it was to get our input on intelligent and creative ways that funding could be raised for the agency budget. We thought we were working for a common goal. Instead of sitting down and exchanging some of the wonderful ideas we had come up with, we were presented with the proposal before you today. We were allowed only to give our reaction to this proposal, No input from the providers was entertained. Every constructive suggestion we offered was nixed before anyone had a chance to really explore it's full merit. Once again the providers were totally eliminated from any public process. Our ideas seem not worth our government's consideration.

Another issue that distresses me about this agency is if it is supported by taxpayer dollars then why all the secrecy? Why can't we get direct answers to our questions about how our tax dollars are being spent. Let me give you a couple of examples, the chairperson of the Adult Home Care Advisory board has been asking the question "How many homes that apply for a Foster Care License are turned down?" He has been asking the question for a year and a half, he still hasn't gotten a direct answer. I requested information relating to variances because as a businessman I see that as one excellent untapped source of new funding. The response I got from the agency head was "Oh, thousands, and it would take too much time and effort to get more accurate information." That was three months ago I'm still waiting for an answer.

It would be unfair if I did not admit to you that the agency has given the providers a few concessions that look pretty good but are really little more than crumbs. We now have a monthly complaint session that we can go to with our problems but there are no guarantees that the Agency will ever do anything about the complaints it's hearing. The agency is waking up to the fact that there are many problems that it has here-to-fore closed it's eyes to. We hope it will address some of these issues, again there are no guarantees.

Because the industry was eliminated from the original process of rate increases discussions that took place at and were proposed by the Adult Home Care Advisory Board, The industry has requested more representation on that board. We see the Advisory board as the one constructive place we can work toward solutions of industry problems. It is the one place questions could be asked and answers given. The agency response has been to suggest dis-banning the board altogether in favor of the AAA board higher up in the Aging Services Division. The industry will have no access to that board and our efforts at getting more involved in our county government will be removed even farther. County government which we wanted to see becoming more "of the people and by the people" will at that point be merely "for the Agency". You see our concern is for the elderly also. We as providers are as much a part of the whole picture as the home, doctor, nurse, case workers, county agents, and yes even county commission. We're all in this together, and providers ideas and input have been ignored too long.

There are just too many unanswered questions about how the Agency is spending the money they have now and how it could better be streamlined to increase productivity and benefit the Elderly of our community. I respectfully submit that the process to determine how funds can most constructively be raised and spent should be explored fully before any licensing rate raises which will adversely affect the elderly be considered.

Therefore, I request that you deny this ordinance AT THIS TIME. It can always be reconsidered later.

Thank you for your consideration in this matter,

I remain,

Michael Vernon
285-2525

9/2/93 R-17
Testimony

Michael Vernon
4103 N. Juneau
Portland, Oregon 97203
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SECOND TESTIMONY AGAINST LICENSING RATE RAISES
FOR ADULT FOSTER CARE HOMES

Madam Chair, Commissioners, I would like to say that it is very nice to see Beverly Stein sitting here rather than in Salem. Excuse me if I seem a little selfish, I know the state needed you, but I am glad we got you.

In the speech you gave at your swearing in ceremony you spoke eloquently about your desire to improve the lives of children and families within our community. I could not agree with you more because I have always felt our children are where we need to focus to head off the many problems created by an overburdened society. You will, I hope, forgive me if I tell you that your concern for our youth also seemed to me like a metaphor for the hopes and dreams of all our residents. It seems to me that in our hopes and dreams lie our own youthfulness, for they are the most innocent part of us. I would tell you therefore that our hopes and dreams are most high at this new juncture in our collective community road, and we wish you all the best.

The other issue you raised is your desire to form partnerships within the community. I would like to speak to that issue in testifying before you today.

In my previous testimony on this issue I raised several questions which have yet to be dealt with. I will present that testimony to you again in hope that you will take the time to read my concerns. I accept the fact that you will probably proceed to vote these raises in today. I would ask you quite frankly if it does not concern you to ask the elderly of our community to bear this burden without having first required the Adult Home Care program to re-examine it's own budget with an eye toward cutting costs. In the face of ballot measure 5 I'm not comfortable with this stance and I would hope that some of you are not comfortable too.

In your last session you heard Steven Baylog say that he was "shocked" that the issue had been raised that there had been no public process in deciding these rate raises. Nothing has changed my view of that. You need to know that the first we in the industry heard about these raises was after it was a done deal. The only reason it became an issue was because the industry had frankly had enough of being left out of the process. Over the years just too many decisions had been made regarding our industry in the pure vacuum of bureaucracy, and we just got sick of it. To answer that issue Hank Miggins directed that the agency go back to square one and insure that there was a public process in which the industry could have some input.

As a result the industry held its own public forum in which we gave operators the opportunity to express their concerns about the rate raises and other issues we have with the Adult Home Care program. They got an ear full and I think for the first time realized all is not nearly as rosy as they have wanted everyone to believe.

In response the Human Services Division scheduled it's own meeting. The Industry thought this would be the time to sit down and exchange ideas about the rate raises. We thought this would be the public process that Mr. Miggins had called for. Instead when we walked in the door we were handed a paper which clearly outlined the "new" rate raises. It also informed us that in direct response to our requests for more representation on the Adult Home Care Advisory Board, they were recommending it's complete abolishment. Again there was no public process, clearly this was another done deal.

Commissioners, I may be politically naive, but I know the difference between being invited to the banquet as a guest and being told I can sweep up the crumbs from under the table after the party is all over.

Had you read my previous testimony you would have seen where I concede that the Adult Home Care Program does now meet monthly with providers to give us the opportunity to Vent our concerns. They are getting an ear full, but you need to understand that we in the industry see no mechanism in place to deal with any of the concerns raised, and nothing on the horizon that looks like it will fill this need. Therefore these monthly "venting" sessions although helpful, do not ensure anything more than "venting". Is this what you have in mind when you talk about "public process." It certainly isn't what we envisioned.

Madam Chair, and commissioners, I would request that three things be done. 1. Sanction the Adult Home Care Advisory Board.

Mr. Baylog has already admitted to you The Advisory Board is at best an extra legal entity if not an illegal entity. That Advisory board has yet to be sanctioned by this group in whatever way you do those things. Therefore we have an Advisory Board making decisions about my business and the welfare of my elderly

clients, without public input and without County Commission sanction. Move to correct that oversight.

2. Ensure that more positions on the Advisory Board be given to people on the front lines within the industry. At present it is considerably over staffed with "Advocates for the Elderly". I have attended one of these Advisory Board meetings and was appalled at the lack of consideration these "Advocates" have for industry concerns.

3. Ensure that the Adult Home Care program incorporates some problem solving mechanism into it's monthly "venting" sessions.

If you truly want to form "partnerships" within the community, we in the Foster Care Industry are here, ready to roll up our sleeves and get to work. The next steps must begin with you.

Michael Vernon