

ANNOTATED MINUTES

Tuesday, September 24, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

Chair Beverly Stein convened the meeting at 9:33 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.

- B-1 The Board of Commissioners Will Participate in a Discussion and Consensus Selection of Multnomah County Issues of Joint Interest Between the Cities and County.

BOARD DISCUSSED HOUSING AND HOMELESSNESS; WORKFORCE; TRANSPORTATION AND BRIDGES; DOMESTIC VIOLENCE; DISPARITY STUDY IMPLEMENTATION; SHARED USE OF SCHOOL AND COUNTY FACILITIES; IMPLEMENTATION OF ZERO UGB EXPANSION URBAN GROWTH MANAGEMENT FUNCTIONAL PLAN; STORM/EMERGENCY MANAGEMENT DEBRIEFING; COLLABORATIVE PLANNING AROUND A JOINT VISION; PUBLIC SAFETY EQUATION; JOINT SITING PROCESS AND PUBLIC SAFETY COUNCIL. BOARD CONSENSUS THAT COMMISSIONER COLLIER CONTINUE WORKING WITH JPACT ON BRIDGE FUNDING ISSUE; SCOTT PEMBLE BRIEF BOARD ON VARIOUS OPTIONS, COSTS AND RECOMMENDATIONS OF ZERO URBAN GROWTH BOUNDARY EXPANSION IN UNINCORPORATED COUNTY AND WHETHER TO WORK WITH THE CITIES, METRO, OR DO SEPARATELY; MIKE GILSDORF SCHEDULE A STORM/EMERGENCY MANAGEMENT BOARD DEBRIEFING TO DISCUSS FEMA LONG TERM MITIGATION GRANTS, FUTURE CONTINGENCY PLANNING, AND FLOOD IMPACT ON 2040 PLANNING EFFORTS IN LIGHT OF NEW FLOOD PLAN DESIGNATIONS; BOARD CONSENSUS THAT EACH CITY DESCRIBE ITS VISION AT THE BEGINNING OF THE NEXT JOINT MEETING. BOARD CONSENSUS THAT COUNTY

TOPICS INCLUDE HOUSING AND HOMELESSNESS ISSUES; WORKFORCE; PUBLIC SAFETY AND COLLABORATIVE PLANNING AROUND A JOINT VISION. CAROL FORD DIRECTED TO PREPARE MEMO.

There being no further business, the briefing was adjourned at 10:30 a.m. and the land use planning meeting convened at 10:35 a.m.

Tuesday, September 24, 1996 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

LAND USE PLANNING MEETING

P-1 **CU 7-95/HV 17-95 DECISION FROM AUGUST 27, 1996 DE NOVO HEARING** in the Matter of an Appeal of the Hearings Officer Decision Regarding a Conditional Use Approval for a Dwelling Not Related to Forest Management in the Commercial Forest Use Zoning District for Property Located at 13913 NW SKYLINE BLVD., PORTLAND.

PLANNER SUSAN MUIR SUBMITTED AND READ A SEPTEMBER 24, 1996 STAFF SUMMARY INTO THE RECORD OUTLINING THE DIFFERENCES BETWEEN STAFF RECOMMENDATIONS AND HEARINGS OFFICER RULING. COUNTY COUNSEL SANDRA DUFFY ADDRESSED LEGAL ISSUES RAISED IN DE NOVO HEARING. BOARD DISCUSSION WITH MS. DUFFY REGARDING WHETHER DOCUMENTS SUBMITTED BY WILLIAM COX SHOULD BE ENTERED INTO RECORD. IN RESPONSE TO BOARD QUESTIONS, MS. DUFFY AND MS. MUIR EXPLANATION AND DISCUSSION OF TEMPLATE ISSUE AND 45 DAY RULE. MR. COX COMMENTS IN OPPOSITION TO MS. DUFFY'S OPINION REGARDING SUBMITTAL OF ADDITIONAL MATERIAL INTO RECORD AND STAFF RECOMMENDATIONS. ARNOLD ROCHLIN COMMENTS IN SUPPORT OF STAFF RECOMMENDATIONS REGARDING TEMPLATE ISSUE, THE RECORD, AND THE STATUTE WHICH ALLOWS THE ACCEPTANCE OF STAFF ADVICE AT

ANY TIME. MR. COX ADVISED THE ITEMS HE SUBMITTED WERE IN THE RECORD AT THE HEARINGS OFFICER LEVEL. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, IT WAS UNANIMOUSLY APPROVED THAT ITEMS SUBMITTED BY MR. COX BE INCORPORATED INTO THE RECORD. COMMISSIONER COLLIER'S MOTION TO ACCEPT STAFF RECOMMENDATIONS FAILED FOR LACK OF A SECOND. COMMISSIONER SALTZMAN MOVED, SECONDED BY COMMISSIONER COLLIER, APPROVAL TO OVERTURN THE HEARINGS OFFICER FINDINGS REGARDING THE TEMPLATE TEST. UPON CLARIFICATION OF MS. DUFFY, COMMISSIONERS SALTZMAN AND COLLIER CORRECTED THEIR MOTION AND SECOND FOR APPROVAL TO AFFIRM THE JUNE 26, 1996 HEARINGS OFFICER DECISIONS WHICH WERE APPEALED BY APPLICANT REGARDING THE TEMPLATE TEST ISSUE #1; DWELLING LOCATION ISSUE #3; LENGTH OF ROAD ISSUE #6; AND ZONING REQUIREMENT ISSUE #10. MOTION UNANIMOUSLY APPROVED. MS. MUIR AND MS. DUFFY EXPLANATION AND RESPONSE TO BOARD DISCUSSION. COMMISSIONER COLLIER'S MOTION TO OVERTURN HEARINGS OFFICER FINDING ON THE WEST HILLS RECONCILIATION REPORT FAILED FOR LACK OF A SECOND. FOLLOWING DISCUSSION, COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER HANSEN, APPROVAL TO APPLY THE WEST HILLS RECONCILIATION REPORT AS APPLICABLE LAW (#13). MS. MUIR RESPONSE TO BOARD QUESTIONS. MOTION UNANIMOUSLY APPROVED. MS. MUIR AND MS. DUFFY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, HEARINGS OFFICER DECISIONS REGARDING PRIMARY AND SECONDARY FIRE SAFETY ZONES #7 AND CRITERIA DEALING WITH FIRE ACCESS STANDARDS ISSUE #8 WERE UNANIMOUSLY OVERTURNED AND MODIFIED TO CONFORM WITH STAFF RECOMMENDATIONS.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER SALTZMAN, THE HEARINGS OFFICER DECISION WAS UNANIMOUSLY APPROVED, AS MODIFIED. STAFF DIRECTO PREPARE FINAL ORDER WITH APPROPRIATE FINDINGS AND CONCLUSIONS.

There being no further business, the meeting was adjourned at 11:30 a.m.

Tuesday, September 24, 1996 - 6:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

Chair Beverly Stein convened the meeting at 6:02 p.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley and Gary Hansen present, and Commissioner Tanya Collier excused.

LAND USE PLANNING MEETING

P-2 First Reading of an ORDINANCE Adopting the West Hills Rural Area Plan, a Portion of the Multnomah County Comprehensive Framework Plan

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. PLANNER GORDON HOWARD EXPLANATION AND RESPONSE TO BOARD QUESTIONS. JAY KRAVITZ TESTIMONY EXPRESSING CONCERN WITH DEVELOPMENT IN AREA OF FOREST PARK. SETH TANE TESTIMONY CONCERNING TRAFFIC, NOISE, WATER AND SEISMIC IMPACT IN WEST HILLS. JAMEY HAMPTON TESTIMONY CONCERNING RESPONSIBLE DEVELOPMENT. PHILIP THOMPSON TESTIMONY IN SUPPORT OF ORDINANCE. CHRIS FOSTER TESTIMONY REGARDING PLANNING COMMISSION VOTE, ADVISING THEY WILL BE ADDRESSING THE 200 FOOT SETBACK ISSUE AT A FUTURE MEETING. DONIS McARDLE TESTIMONY CONCERNING RIGHTS OF WEST HILLS RESIDENTS. BRIAN LIGHTCAP TESTIMONY CONCERNING TRAFFIC ISSUES AND FARMING AND FORESTRY DESIG-

NATIONS. MR. HOWARD EXPLANATION TO ISSUES RAISED AND RESPONSE TO BOARD QUESTIONS. FOLLOWING DISCUSSION AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, THE FIRST READING WAS UNANIMOUSLY APPROVED. SECOND READING THURSDAY, OCTOBER 17, 1996.

There being no further business, the meeting was adjourned at 6:50 p.m.

Thursday, September 26, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the meeting at 9:34 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley and Gary Hansen present, and Commissioner Tanya Collier excused.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-12) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 Appointment of Dawn Del Rio to the NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE
- C-2 Appointment of Charlsie Sprague to the DEPARTMENT OF ENVIRONMENTAL SERVICES CITIZEN BUDGET ADVISORY COMMITTEE
- C-3 Re-Appointments of Joy Al Sofi and Kay Durtschi to the CITIZEN INVOLVEMENT COMMITTEE
- C-4 Re-Appointments of Leon Fox and Anita Ball to the METROPOLITAN HUMAN RIGHTS COMMISSION

DISTRICT ATTORNEY'S OFFICE

- C-5 Budget Modification DA 1 Moving Funding for Two Positions to the Correct LGFS Organizations
- C-6 Budget Modification DA 2 Authorizing Renewal of the Organized Crime Narcotics (OCN) Gang Grant Funding for the Period October 1, 1996 through September 30, 1997

SHERIFF'S OFFICE

- C-7 Package Store Liquor License Change of Ownership Application for GILL'S JACKPOT FOOD MART, 28210 SE ORIENT DRIVE, GRESHAM

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 Intergovernmental Agreement 102707 with Portland Public Schools, for Contract Development and Implementation of Two Resource Team Models to Assist Families of Children with Developmental Disabilities or Developmental Delays, Ages Birth to Five, to Access Services within the Multnomah County Social Services Arena
- C-9 Intergovernmental Agreement 102827 with Burlington Water District to Replace Approximately 6,500 Lineal Feet of Substandard 4 Inch Cast Iron Pipe with Ten Inch Ductile Iron Pipe
- C-10 Intergovernmental Agreement 102967 with Portland Development Commission, Providing Funds to Pay for Weatherization Services at the Royal Palm Hotel and the Grand Oakes Apartments
- C-11 Amendment 2 to Intergovernmental Revenue Agreement 103535 with the City of Gresham, Adding Partial Funding for Emergency Basic Need Services for Homeless and Low Income People in East County

DEPARTMENT OF SUPPORT SERVICES

- C-12 Intergovernmental Agreement 500207 with the Oregon State Police and Oregon Emergency Management Division for Participation in the Federal Emergency Management Agency State and Local Assistance Program through September 30, 1997

REGULAR AGENDA

PUBLIC COMMENT

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

DIANNA ROBERTS COMMENTS AND HANDOUT REGARDING ADULT CARE HOME ISSUE.

NON-DEPARTMENTAL

R-2 PROCLAMATION Proclaiming the Month of October, 1996 as BREAST CANCER AWARENESS MONTH in Multnomah County, Oregon

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. APRIL LEWIS AND BETTY GRAHAM PRESENTATION AND EXPLANATION. PROCLAMATION READ. PROCLAMATION 96-167 UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY'S OFFICE

R-3 Approval of Multnomah County Multidisciplinary Team Application and Plan for 1997 Child Abuse Multidisciplinary Intervention Funding

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-3. MICHAEL SCHRUNK EXPLANATION AND RESPONSE TO BOARD QUESTIONS. APPLICATION AND PLAN UNANIMOUSLY APPROVED.

DEPARTMENT OF SUPPORT SERVICES

R-4 Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended June 30, 1995 Awarded to Multnomah County Finance Division

CHAIR STEIN COMMENTS IN SUPPORT AND PRESENTATION OF AWARD. DAVE BOYER ACCEPTANCE AND AKNOWLEDGEMENT OF STAFF CONTRIBUTIONS.

R-5 RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1996-97

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-5 DAVE WARREN EXPLANATION AND REQUEST FOR BOARD APPROVAL OF A SUBSTITUTE RESOLUTION CONTAINING APPROPRIATE LEVY AMOUNT AND DATE. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 96-168 WAS UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 Intergovernmental Agreement 300407 with the City of Gresham for a Traffic Signal Coordination and Optimization Project

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-6. JOHN DORST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

R-7 PUBLIC HEARING and ORDER Transferring Nine Tax Foreclosed Properties to the City of Portland, Bureau of Parks and Recreation, for Public Purposes

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-7. KATHY TUNEBERG EXPLANATION. COMMISSIONER SALTZMAN EXPLANATION OF PROPOSED AMENDMENTS AND COMMENTS IN SUPPORT. DAVID YAMASHITA RESPONSE TO BOARD QUESTIONS. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, ORDER 96-169 TRANSFERRING FOUR TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION, FOR PUBLIC PURPOSES; AND ORDER 96-170 TRANSFERRING FIVE TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION, FOR

NATURAL AREAS WERE UNANIMOUSLY APPROVED.

R-8 PUBLIC HEARING and ORDER Transferring One Tax Foreclosed Property to the City of Portland, Bureau of Water Works, for Public Purposes

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-8. TERI LIBERATOR EXPLANATION AND COMMENTS IN SUPPORT. ORDER 96-171 UNANIMOUSLY APPROVED.

R-9 PUBLIC HEARING and ORDER Transferring Two Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. KATHRYN HALL EXPLANATION AND COMMENTS IN SUPPORT. ORDER 96-172 UNANIMOUSLY APPROVED.

R-10 PUBLIC HEARING and ORDER Transferring Nine Tax Foreclosed Properties to the Northeast Community Development Corporation for Low Income Housing Development

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. DENISE ROY EXPLANATION, COMMENTS IN SUPPORT AND RESPONSE TO BOARD QUESTIONS. ORDER 96-173 UNANIMOUSLY APPROVED.

R-11 PUBLIC HEARING and ORDER Transferring Two Tax Foreclosed Properties to the State of Oregon, Parks and Recreation Department, for Public Purposes

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-11. DAVE WRIGHT EXPLANATION AND COMMENTS IN SUPPORT. ORDER 96-174 UNANIMOUSLY APPROVED.

R-12 PUBLIC HEARING and ORDER Transferring One Tax Foreclosed Property to the United States of America, U.S. Forest Service, for Public Purposes

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-12. CHARLOTTE CAMPBELL EXPLANATION AND COMMENTS IN SUPPORT. ORDER 96-175 UNANIMOUSLY APPROVED. BOARD ACKNOWLEDGED CONTRIBUTIONS OF KATHY TUNEBERG, STEPHEN KELLY AND STAFF OF THE TAX TITLE OFFICE. MS. TUNEBERG RESPONSE TO BOARD QUESTIONS AND COMMENTS.

The regular meeting was adjourned at 10:20 a.m. and the briefing convened at 10:23 a.m.

Thursday, September 26, 1996 - 10:15 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

B-2 Presentation of New State Air Quality Requirements of Employers, Including Multnomah County, to Reduce Use of Single Occupant Vehicles through Employer-Sponsored Commuter Options. Presented by Susan Lee and Nina DeConcini.

LANG MARSH, NINA DeCONCINI AND SUSAN LEE PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

There being no further business, the meeting was adjourned at 10:53 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

SEPTEMBER 23, 1996 - SEPTEMBER 27, 1996

Tuesday, September 24, 1996 - 9:30 AM - Board Briefing..... Page 2

Tuesday, September 24, 1996 - 10:30 AM - Land Use Decision.... Page 2

Tuesday, September 24, 1996 - 6:00 PM - Land Use Planning..... Page 2

Thursday, September 26, 1996 - 9:30 AM - Regular Meeting..... Page 3

Thursday, September 26, 1996 - 10:15 AM - Board Briefing..... Page 5

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

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

Friday, 10:00 PM, Channel 30

Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community Television

AN EQUAL OPPORTUNITY EMPLOYER

*Tuesday, September 24, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-1 The Board of Commissioners Will Participate in a Discussion and Consensus Selection of Multnomah County Issues of Joint Interest Between the Cities and County. 1 HOUR REQUESTED.

*Tuesday, September 24, 1996 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

LAND USE PLANNING MEETING

P-1 CU 7-95/HV 17-95 DECISION FROM AUGUST 27, 1996 DE NOVO HEARING in the Matter of an Appeal of the Hearings Officer Decision Regarding a Conditional Use Approval for a Dwelling Not Related to Forest Management in the Commercial Forest Use Zoning District for Property Located at 13913 NW SKYLINE BLVD., PORTLAND.

*Tuesday, September 24, 1996 - 6:00 PM
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1021 SW Fourth, Portland*

LAND USE PLANNING MEETING

P-2 First Reading of an ORDINANCE Adopting the West Hills Rural Area Plan, a Portion of the Multnomah County Comprehensive Framework Plan

Thursday, September 26, 1996 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 *Appointment of Dawn Del Rio to the NON-DEPARTMENTAL CITIZEN BUDGET ADVISORY COMMITTEE*
- C-2 *Appointment of Charlise Sprague to the DEPARTMENT OF ENVIRONMENTAL SERVICES CITIZEN BUDGET ADVISORY COMMITTEE*
- C-3 *Re-Appointments of Joy Al Sofi and Kay Durtschi to the CITIZEN INVOLVEMENT COMMITTEE*
- C-4 *Re-Appointments of Leon Fox and Anita Ball to the METROPOLITAN HUMAN RIGHTS COMMISSION*

DISTRICT ATTORNEY'S OFFICE

- C-5 *Budget Modification DA 1 Moving Funding for Two Positions to the Correct LGFS Organizations*
- C-6 *Budget Modification DA 2 Authorizing Renewal of the Organized Crime Narcotics (OCN) Gang Grant Funding for the Period October 1, 1996 through September 30, 1997*

SHERIFF'S OFFICE

- C-7 *Package Store Liquor License Change of Ownership Application for GILL'S JACKPOT FOOD MART, 28210 SE ORIENT DRIVE, GRESHAM*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-8 *Intergovernmental Agreement 102707 with Portland Public Schools, for Contract Development and Implementation of Two Resource Team Models to Assist Families of Children with Developmental Disabilities or*

Developmental Delays, Ages Birth to Five, to Access Services within the Multnomah County Social Services Arena

- C-9 *Intergovernmental Agreement 102827 with Burlington Water District to Replace Approximately 6,500 Lineal Feet of Substandard 4 Inch Cast Iron Pipe with Ten Inch Ductile Iron Pipe*
- C-10 *Intergovernmental Agreement 102967 with Portland Development Commission, Providing Funds to Pay for Weatherization Services at the Royal Palm Hotel and the Grand Oakes Apartments*
- C-11 *Amendment 2 to Intergovernmental Revenue Agreement 103535 with the City of Gresham, Adding Partial Funding for Emergency Basic Need Services for Homeless and Low Income People in East County*

DEPARTMENT OF SUPPORT SERVICES

- C-12 *Intergovernmental Agreement 500207 with the Oregon State Police and Oregon Emergency Management Division for Participation in the Federal Emergency Management Agency State and Local Assistance Program through September 30, 1997*

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

- R-2 *PROCLAMATION Proclaiming the Month of October, 1996 as BREAST CANCER AWARENESS MONTH in Multnomah County, Oregon*

DISTRICT ATTORNEY'S OFFICE

- R-3 *Approval of Multnomah County Multidisciplinary Team Application and Plan for 1997 Child Abuse Multidisciplinary Intervention Funding*

DEPARTMENT OF SUPPORT SERVICES

- R-4 *Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended June 30, 1995 Awarded to Multnomah County Finance Division*

R-5 *RESOLUTION Levying Ad Valorem Property Taxes for Multnomah County, Oregon for Fiscal Year 1996-97*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-6 *Intergovernmental Agreement 300407 with the City of Gresham for a Traffic Signal Coordination and Optimization Project*

R-7 *PUBLIC HEARING and ORDER Transferring Nine Tax Foreclosed Properties to the City of Portland, Bureau of Parks and Recreation, for Public Purposes*

R-8 *PUBLIC HEARING and ORDER Transferring One Tax Foreclosed Property to the City of Portland, Bureau of Water Works, for Public Purposes*

R-9 *PUBLIC HEARING and ORDER Transferring Two Tax Foreclosed Properties to the City of Portland, Office of Transportation, for Public Purposes*

R-10 *PUBLIC HEARING and ORDER Transferring Nine Tax Foreclosed Properties to the Northeast Community Development Corporation for Low Income Housing Development*

R-11 *PUBLIC HEARING and ORDER Transferring Two Tax Foreclosed Properties to the State of Oregon, Parks and Recreation Department, for Public Purposes*

R-12 *PUBLIC HEARING and ORDER Transferring One Tax Foreclosed Property to the United States of America, U.S. Forest Service, for Public Purposes*

*Thursday, September 26, 1996 - 10:15 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland*

BOARD BRIEFING

B-2 *Presentation of New State Air Quality Requirements of Employers, Including Multnomah County, to Reduce Use of Single Occupant Vehicles through Employer-Sponsored Commuter Options. Presented by Susan Lee and Nina DeConcini. 25 MINUTES REQUESTED.*

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Office of the Board Clerk
Board of County Commissioners

FROM: Michele Fuchs

DATE: July 22, 1996

SUBJECT: Commissioner Collier's absence from Board meetings

Commissioner Collier will be out of town from September 26th through October 4th and should be excused from any scheduled Board meetings during that time.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUL 22 PM 1:45

MEETING DATE: SEP 26 1996

AGENDA #: C-1 thru C-4

ESTIMATED START TIME: 9:30 am

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 9/26/96

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Appointments:

NAME:	BOARD/POSITION	TERM ENDING
Dawn DelRio	Nondepartmental Citizen Budget Advisory Committee/Position #2	9/30/99
Charlsie Sprague	Environmental Services/Citizen Budget Advisory Committee/#5	9/30/98

Reappointments:

Joy Al Sofi	Citizen Involvement Committee	2/28/99
Kay Durtschi	Citizen Involvement Committee	3/30/99
Leon Fox	Metropolitan Human Rights Commission/County #1	9/30/99
Anita Ball	Metropolitan Human Rights Commission/County #2	9/30/99

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT

MANAGER: _____

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
96 SEP 18 PM 2:53
LINCOLN COUNTY
OREGON

BUDGET MODIFICATION NO.

DA #1

(For Clerk's Use) Meeting Date **SEP 26 1996**
Agenda No. **C-5**

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT District Attorney
CONTACT Lisa Moore

DIVISION Family Justice
TELEPHONE 248-3133

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

Correcting LGFS organizations on two positions in the DA's 96/97 adopted budget.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification moves .50 FTE lead legal assistant to the Support Enforcement Division. It was incorrectly budgeted as 1.0 FTE in the Neighborhood based prosecution unit, and moves the restored deputy DA position the ROCN Circuit Court Trial Unit from a non-existent organization.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

The Support Enforcement grant will provide \$15,556 in new revenue to cover 66% of the cost of this position.

BOARD OF
COUNTY COMMISSIONERS
96 SEP 9 AM 11:40
MULTNOMAH COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Originated By Lisa Moore	Date 09/12/96	Department Director Kelly Bacon <i>Kelly Bacon</i>	Date 09/12/96
Plan/Budget Analyst Karyne Dungan	Date 9/12/96	Employee Services CR Lewis	Date 9/19/96
Board Approval Wendell Baustro	Date 9/26/96		

EXPENDITURE
TRANSACTION

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	023	2452			5100			(\$16,516)		Permanent
		100	023	2452			5500			(\$2,891)		Salary related
		100	023	2452			5550			(\$2,592)		Insurance
											(\$21,999)	Sub-total
		156	023	2432		240B	5100			\$16,516		Permanent
		156	023	2432		240B	5500			\$2,891		Salary related
		156	023	2432		240B	5550			\$2,592		Insurance
		156	023	2432		240B	7100			\$1,571		Indirect
											\$23,570	Sub-total
		100	023	2411			6230			\$5,971		Supplies
		100	023	2471			5100			(\$60,978)		Permanent
		100	023	2471			5500			(\$10,671)		Salary related
		100	023	2471			5550			(\$6,617)		Insurance
											(\$78,266)	Sub-total
		100	023	2441			5100			\$60,978		Permanent
		100	023	2441			5500			\$10,671		Salary related
		100	023	2441			5550			\$6,617		Insurance
											\$78,266	Sub-total

TOTAL EXPENDITURE CHANGE

\$7,542	\$1,571
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Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2432		240B	2005			\$15,556		Increase in Support Enforcement revenue
		156	023	2432			7601			\$8,014		Increase in SED match from GF
		100	023	2452			2005			(\$29,151)	(\$29,151)	Move GF revenue to FS for SED match
		400	050	7040			6600			(\$2,592)		Reduce GF insurance fund transfer
		400	050	7040			6602			\$2,592		Increase FS insurance fund transfer

TOTAL REVENUE CHANGE

(\$5,581)	(\$29,151)
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Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: September 12, 1996

REQUESTED PLACEMENT DATE: September 26, 1996

RE: DA Budget Modification #1 for internal budget moves

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
This budget modification moves funding for two positions to different LGFS organizations.

III. Financial Impact:
Indirect is increased by \$1,571 as a result of moving .50 FTE lead legal assistant to the Federal/State Fund from the General Fund.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
N/A

VIII. Other Government Participation:
N/A

BUDGET MODIFICATION NO.

DA # 2

(For Clerk's Use) Meeting Date SEP 26 1996
Agenda No. C-6

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT District Attorney
CONTACT Tom Simpson

DIVISION Circuit Court Trial
TELEPHONE 248-3863

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

SUGGESTED

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

OCN Gang Grant Renewal for 96/97.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

(Explain the changes this Bud Mod makes. What budget does it increase? What do changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)

Personnel changes are shown in detail on the attached sheet

This budget modification provides funding for the remaining nine months of the deputy DA 3, legal assistant and DA investigator working in the Gang grant.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

This provides \$200,000 in new grant revenue during the period of 10/1/96 through 9/30/97.

BOARD OF COUNTY COMMISSIONERS
96 SEP 19 AM 11:40
MULNOMAH COUNTY OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of _____)

_____) \$ _____

Date

After this modification \$ _____

Originated By Lisa Moore	Date 09/12/96	Department Director Kelly Bacon <i>Kelly Bacon</i>	Date 09/12/96
Plan/Budget Analyst <i>Karlene Dargem</i>	Date 9/23/96	Employee Services <i>C. L. Embrey</i>	Date 9/19/96
Board Approval <i>Deborah C. Boersta</i>	Date 9/26/96		

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DA # 2

5. ANNUALIZED PERSONNEL CHANGES

(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			1.00	Deputy DA 3	
1.00	Legal Assistant	\$28,164	\$4,932	\$4,772	\$37,868
1.00	DA Investigator	\$34,424	\$6,028	\$5,764	\$46,216
3.00	TOTAL CHANGE (ANNUALIZED)	\$116,068	\$20,324	\$18,520	\$154,912

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES

(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Fringe	Ins.	
			0.75	Deputy DA 3	
0.75	Legal Assistant	\$21,123	\$3,699	\$3,579	\$28,401
0.75	DA Investigator	\$25,818	\$4,521	\$4,323	\$34,662
2.25	TOTAL CURRENT YEAR CHANGES	\$87,051	\$15,243	\$13,890	\$116,184

**EXPENDITURE
TRANSACTION**

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2447			5100			\$87,051		Permanent
		156	023	2447			5500			\$15,243		Salary related
		156	023	2447			5550			\$13,890		Insurance
											\$116,184	Personnel sub-total
		400	070	7520			6580			\$13,890	\$13,890	Insurance claims paid
		156	023	2447			6060			\$30,000		Pass-thru (Police Overtime)
		156	023	2447			6230			\$995		Supplies
		156	023	2447			6310			\$933		Education & Training
		156	023	2447			7100			\$9,635		Indirect charges
		100	075	9120			7700			\$9,635		Contingency

TOTAL EXPENDITURE CHANGE

\$181,272	\$130,074
-----------	-----------

**REVENUE
TRANSACTION**

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue/ Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	023	2447			2018			\$157,747		OCN Gang Grant Revenue
		400	050	7040			6602			\$13,890		Insurance fund transfer
		100	075	7410			6602			\$9,635		Indirect from Fed/State Fund

TOTAL REVENUE CHANGE

\$181,272	\$0
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U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

OJP BJA OJJDP
 BJS NIJ OVC
CHECK APPROPRIATE BOX

AWARD

GRANT
 COOPERATIVE AGREEMENT

1. GRANTEE NAME AND ADDRESS (Including Zip Code)

Multnomah County District Attorney's Office
1021 SW Fourth Avenue, Room 600
Portland, OR 97204

4. AWARD NUMBER 95-DD-BX-0080

5. PROJECT PERIOD: FROM 10/01/95 TO 09/30/97

BUDGET PERIOD: FROM 10/01/95 TO 09/30/97

1A. GRANTEE IRS/VENDOR NO. 936-002308

6. AWARD DATE: July 30, 1996

7. ACTION

INITIAL
 SUPPLEMENTAL

2. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

N/A

8. SUPPLEMENT NUMBER

1

2A. SUBGRANTEE IRS/VENDOR NO. N/A

9. PREVIOUS AWARD AMOUNT \$ 275,000.00

3. PROJECT TITLE

Gang Organized Crime Narcotics (OCN) Violence
Enforcement Project

10. AMOUNT OF THIS AWARD \$ 200,000.00

11. TOTAL AWARD \$ 475,000.00

12. SPECIAL CONDITIONS (Check, if applicable)

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH
ON THE ATTACHED 3 PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

- TITLE I OF THE OMNIBUS CRIME CONTROL AND SAFE STREETS ACT OF 1968.
42 U.S.C. 3701, ET. SEQ., AS AMENDED.
- TITLE II OF THE JUVENILE JUSTICE AND DELINQUENCY PREVENTION ACT OF 1974.
42 U.S.C. 5601, ET. SEQ., AS AMENDED
- VICTIMS OF CRIME ACT OF 1984, 42 U.S.C. 10601, ET. SEQ., PUBLIC LAW 98-473, AS AMENDED.
- OTHER (Specify):

14. FUTURE FISCAL YEAR(S) SUPPORT:

SECOND YEAR'S BUDGET PERIOD: _____ N/A _____
AMOUNT OF FUNDS: _____ N/A _____ TYPE OF FUNDS: _____
THIRD YEAR'S BUDGET PERIOD: _____ N/A _____
AMOUNT OF FUNDS: _____ N/A _____ TYPE OF FUNDS: _____

15. METHOD OF PAYMENT

THE GRANTEE WILL RECEIVE CASH VIA A LETTER OF CREDIT YES NO

AGENCY APPROVAL GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OJP OFFICIAL

Nancy E. Gist
Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Michael D. Schruck
District Attorney

17. SIGNATURE OF APPROVING OJP OFFICIAL

19. SIGNATURE OF AUTHORIZED GRANTEE

19A. DATE

8-16-96

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODE

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS
X	B	D6	80	00	00	

21.



U.S. DEPARTMENT OF JUSTICE

 OJP BJA OJJDP
 BJS NIJ OVC

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AWARD CONTINUATION
SHEET GRANT COOPERATIVE AGREEMENTPAGE 2 OF 4

PROJECT NUMBER

95-DD-BX-0080 (S-1)

AWARD DATE

July 30, 1996

SPECIAL CONDITIONS

1. The Grantee agrees to comply with the financial and administrative requirements set forth in the effective edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient agrees to comply with the organization audit requirements of OMB Circular A-128, "Audits of State and Local Governments". In conjunction with the beginning date of the award, the audit report period of the state or local governmental entity to be audited under the single audit requirement is July 1, 1996 through June 30, 1997. The audit report must be submitted no later than July 31, 1998, and for each audit cycle thereafter covering the entire award period as originally approved or amended. A copy of the management letter must be submitted with the audit report. Subsequent audits must be submitted no later than thirteen (13) months after the close of the recipient organization's fiscal year. The submission of the audit report shall be as follows:

An original and one copy of the audit report shall be sent to the U.S. Department of Health and Human Services. Also a copy of the audit report shall be sent to the U.S. Department of Justice, San Francisco Regional Audit Manager, 1200 Bayhill Drive, Suite 201, San Bruno, CA 94066, and a copy of your audit transmittal letter shall be sent to Audit Services, Office of the Comptroller, Office of Justice Programs, DOJ, Room 942, 633 Indiana Avenue, N.W., Washington D.C. 20531.

3. The recipient agrees to submit their corrective action plan with the audit report to the DOJ Regional Audit Manager, when there are findings/recommendations disclosed in the audit report. The corrective action plan should include: (1) specific steps taken to comply with the recommendations; (2) timetable for performance and/or implementation date for each recommendation; and (3) description of monitoring to be conducted to ensure implementation.
4. The recipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service (INS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of Federal funds to verify that persons are eligible to work in the United States.
5. The grantee shall submit to BJA for review and discussion, approval or disapproval, all drafts of written documents (publications) as they are developed. The grantee shall submit one hard copy of the final draft of the written documents, which are to be printed by the government, to BJA, accompanied by IBM compatible Wordperfect Language on 5 1/4 discs.



U.S. DEPARTMENT OF JUSTICE

 OJP BJA OJDP
 BJS NIJ OVC

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AWARD CONTINUATION
SHEETPAGE 3 OF 4 GRANT COOPERATIVE AGREEMENT

PROJECT NUMBER

95-DD-BX-0080 (S-1)

AWARD DATE

July 30, 1996

The grantee further agrees, for publications intended to be printed by the grantee, to submit, as approved by BJA and modified by the grantee, one copy of all reports and proposed publications resulting from this agreement twenty (20) days prior to public release.

Any publications (written, visual, or sound), whether published at the grantee's or Government's expense, shall contain the following statements: (NOTE: This excludes press releases, newsletters, and issue analyses.)

"This project was supported by Grant No. _____ awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. The Bureau of Justice Assistance is a component of the Office of Justice Programs which also includes the Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions in this document are those of the author and do not represent the official position or policies of the United States Department of Justice."

The current edition of the Office of Justice Programs (OJP) Financial Guide provides guidance on allowable printing activities.

6. Grantee shall be aware that lodging, meals and incidental expenses (M & IE) relative to OJP sponsored conferences shall generally be limited to the established Federal rate for the geographic location of the conference. Any exception to this policy must be justified as cost effective and will require the prior approval of the Bureau of Justice Assistance and the Office of the Comptroller, OJP. Any such conference costs exceeding the Federal rate and incurred without prior justification and prior approval will be disallowed.
7. Approval of this grant does not indicate an approval of any consultant rate in excess of \$250.00 per day. Specific and detailed justification must be submitted to and approved by the Bureau of Justice Assistance prior to obligation or expenditure of such funds.
8. Grantee agrees to obtain grantor agency approval prior to the expenditure of grant funds for the award of non-competitive contracts in excess of \$100,000.00.
9. Grantee agrees that all income generated as a direct result of this project shall be deemed program income. It must be accounted for and it must be used for the purposes and under the conditions applicable to the Anti-Drug Abuse Act of 1988.



U.S. DEPARTMENT OF JUSTICE

OJP BJA OJJDP
 BJS NIJ OVC

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AWARD CONTINUATION SHEET

PAGE 4 OF 4

GRANT COOPERATIVE AGREEMENT

PROJECT NUMBER

95-DD-BX-0080 (S-1)

AWARD DATE

July 30, 1996

10. Grantee acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if grantee is required to submit one pursuant to 28 CFR Part 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances, and may result in the suspension of the drawdown of funds..
11. The grantee agrees to participate in management "cluster" conferences sponsored by BJA.
12. Grantee may not draw down funds for the reimbursement of Indirect Costs until the current Federally approved indirect cost rate negotiated agreement for the Multnomah County, Oregon District Attorney's Office has been received by the Office of the Comptroller, OJP.

Grantee Acceptance of Special Conditions:

Michael D. Schenk
SIGNATURE OF AUTHORIZED OFFICIAL

8-16-96
DATE



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

OJP BJA OJJD
 BJS NIJ OVC
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GRANT COOPERATIVE AGREEMENT

PROJECT NUMBER
95-DD-BX-0080 (S-1)

- This project is supported under Title I of the Omnibus Crime Control and Safe Streets Act, 42 USC 3701, as amended.
- This project is supported under the Juvenile Justice and Delinquency Prevention Act of 1974, as amended.
- Other:

1. STAFF CONTACT (Name, address & telephone number)

John Veen
Bureau of Justice Assistance
633 Indiana Avenue, N.W.
Washington, DC 20531
(202) 616-2251

2. PROJECT DIRECTOR (Name, address & telephone number)

Michael D. Schrunk, District Att'y.
Multnomah County
1021 SW Fourth Avenue, Room 600
Portland, OR 97204
(503) 248-3143

3a. TITLE OF THE PROGRAM

Organized Crime Narcotics (OCN) Trafficking Enforcement Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

Gang Organized Crime Narcotics (OCN) Violence Enforcement Project

5. NAME & ADDRESS OF GRANTEE

Multnomah County District Attorney's Office
1021 SW Fourth Avenue, Room 600
Portland, OR 97204

6. NAME & ADDRESS OF SUBGRANTEE

N/A

7. PROGRAM PERIOD

FROM: 10/01/95 TO: 09/30/97

8. BUDGET PERIOD

FROM: 10/01/95 TO: 09/30/97

9. AMOUNT OF AWARD

\$ 200,000.00

10. DATE OF AWARD

July 30, 1996

11. SECOND YEAR'S BUDGET

N/A

12. SECOND YEAR'S BUDGET AMOUNT

N/A

13. THIRD YEAR'S BUDGET PERIOD

N/A

14. THIRD YEAR'S BUDGET AMOUNT

N/A

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

This project will continue to demonstrate that the structure and activities of violent gangs can be weakened, the violent and criminal impact of these gangs minimized, and the gang dismantled. This will continue to be accomplished through the collection of intelligence, the development of investigative and prosecutorial strategies based on the intelligence gathered, and the utilization of the innovative provisions of the Oregon RICO statute. The project will continue to integrate law enforcement and prosecution resources by using the basic OCN Model concepts, including the control group process, shared management of resources, and joint operational decision-making.

nca/ncf

To: John Veen, BJA
From: Robert D. Balzer, OC *ROB*
Subject: Financial Clearance - Appl. #6-1264-OR-DD
Date: June 4, 1996

MEMORAN
DUM

The Office of the Comptroller has reviewed and approved the subject application #6-1264-OR-DD, Multnomah County Community Corrections, "Gang OCN Violence Enforcement Program." Costs appear allowable, reasonable and consistent with Office of Justice Program regulations. There were no outstanding financial and reporting requirements.

Here is the approved budget as follows:

	Original
Personnel	\$136,146
Fringe Benefit(s)	\$44,190
Travel	\$933
Equipment	\$0
Supplies	\$995
Contractual	\$0
Others	\$4,800
Total Direct Cost	<u>\$187,064</u>
Indirect Cost	<u>\$12,936</u>
TOTALS	\$200,000

The applicant must submit a copy of it's federally approved Indirect Cost Negotiated Agreement. If not submitted prior to award, a special condition prohibiting the drawdown of indirect costs should be contained in the award document.

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk
Mike Schrunk

DATE: September 12, 1996

REQUESTED PLACEMENT DATE: September 19, 1996

RE: Renewal of the OCN Gang Grant
DA Budget Modification #2

I. Recommendation/Action Requested:
Approval

II. Background/Analysis:
The OCN Gang grant provides funding for a deputy DA, DA investigator, and legal assistant to investigate and prosecute gang activity through utilization of the Oregon RICO statute.

III. Financial Impact:
The renewal OCN Gang grant award provides an additional \$ in federal revenue.

IV. Legal Issues:
None

V. Controversial Issues:
None

VI. Link to Current County Policies:
The OCN Gang grant enhances the DA's resources to combat gang activity and gang-related crimes in the Metro Area.

VIII. Other Government Participation:
Gang grant staff work directly with Oregon State Police, Portland Police Bureau, Multnomah County Sheriff's Office, Alcohol, Tobacco & Firearms, and the State of Oregon Attorney General's Office.

MEETING DATE: SEP 26 1996

AGENDA #: C-7

ESTIMATED START TIME: 9:30am

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: _____

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: _____

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Sheriff's Office DIVISION: _____

CONTACT: Sergeant Bart Whalen TELEPHONE: 251-2431

BLDG/ROOM #: 313/124

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

There is an OLCC Package Store Change of Ownership Application for:

Gill's Jackpot Food Mart
28210 SE Orient Drive
Gresham, OR 97080

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 13 PM 2:45

The background has been checked on applicant(s):

Ly My Le, Ly Phuong Le & Ly Hien Le and no criminal history can be found on the above.

9/26/96 ORIGINALS TO BART WHALEN
SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)
DEPARTMENT MANAGER: Bart Whalen

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**INDIVIDUAL HISTORY
& TIED HOUSE DISCLOSURE**

**STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION**

TRADE NAME TENLY'S JACK POT FOODMART

CITY/COUNTY MULT.

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name LE LY MY
(Last) (First) (Middle)

2. Other names used N/A
(Maiden) (Other)

3. Home Address 3129 SE 22 ND AVE. PORTLAND OR 97202
(Number and Street) (City) (State) (Zip)

4. SSN 542-37-7829 Place of Birth VIETNAM Date of Birth 03/07/59

5. Sex FEMALE Height 5'1" Weight 100 lbs Hair Color BLACK Eye Color BROWN Age 37

6. US Citizen: Yes No Alien Reg. # A 0426 14908 Spouse Name N/A

7. Home phone (503) 234 2711 Business phone (503) 653 2931

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)
 Yes No

9. Do you have arrests or citations pending? Yes No

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT
-	<u>MAY 7th 1959</u>		
(ATTACH ADDITIONAL SHEET IF NECESSARY) - <u>Phuong - 15 Sep 70</u>			

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes No
 Where and When? _____

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes No
 Where and When? _____

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From _____ To _____	_____	_____	_____
From _____ To _____	_____	_____	_____
From _____ To _____	_____	_____	_____

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
From _____ To _____	_____	_____	_____
From _____ To _____	_____	_____	_____

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?
 Yes No Where & When? _____

16. Is your spouse or any family member(s) working in any area of the liquor industry?
 Yes No If Yes, give: _____
(Name) (Name of Business) (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes No Where & When? _____

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?
 Yes No Where & When? _____

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes No Where & When? _____

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?
 (Do not include this business) Yes No Where & When? _____

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: Lenny S OWNER DATE 09/03/96
TITLE (Manager, Owner, Corp. Officer)

**INDIVIDUAL HISTORY
& TIED HOUSE DISCLOSURE**

**STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION**

TRADE NAME TEALY'S JACKPOT FORDNIGHT

CITY/COUNTY MULT.

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name LF LY PHUONG
(Last) (First) (Middle)

2. Other names used _____
(Maiden) (Other)

3. Home Address 3129 SE 22ND PORTLAND OR 97202
(Number and Street) (City) (State) (Zip)

4. SSN 542-37-9732 Place of Birth VIETNAM Date of Birth 09/15/70

5. Sex MALE Height 5'09" Weight 135 Hair Color BLACK Eye Color BROWN Age 25

6. US Citizen: Yes (No) Alien Reg. # A 042614705 Spouse Name N/A

7. Home phone (503) 224 2711 Business phone (503) 553 2931

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)
 Yes (No)

9. Do you have arrests or citations pending? Yes (No)

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes (No)
 Where and When? _____

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes (No)
 Where and When? _____

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>1975</u> To <u>10/91</u>	<u>Student</u>		<u>VIETNAM</u>
From <u>10/91</u> To <u>10/94</u>	<u>PEE</u>	<u>WORK STUDY</u>	<u>PORTLAND, OR</u>
From <u>10/94</u> To <u>present</u>	<u>Ballant State University</u>	<u>"</u>	<u>"</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
From <u>10/91</u>	To <u>present</u>	<u>3129 SE 22</u>	<u>PORTLAND, OR</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?
 Yes (No) Where & When? _____

16. Is your spouse or any family member(s) working in any area of the liquor industry?
 Yes (No) If Yes, give: (Name) _____ (Name of Business) _____ (City & State) _____

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes (No) Where & When? _____

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?
 Yes (No) Where & When? _____

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes (No) Where & When? _____

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?
 (Do not include this business) Yes (No) Where & When? _____

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: [Signature] TITLE (Manager, Owner, Corp. Officer) owner DATE 09/05/95

**INDIVIDUAL HISTORY
& TIED HOUSE DISCLOSURE**

**STATE OF OREGON
OREGON LIQUOR CONTROL COMMISSION**

TRADE NAME TENNY'S SALADY FOODMART

CITY/COUNTY MULT.

You must fill in all the blanks. If the question does not apply write N/A in the space.

1. Name LE LY ALIEN
(Last) (First) (Middle)

2. Other names used _____
(Maiden) (Other)

3. Home Address 3119 SE 22nd Portland OR 97202
(Number and Street) (City) (State) (Zip)

4. SSN 542-37-9155 Place of Birth VIETNAM Date of Birth 02/09/73

5. Sex MALE Height 5'04" Weight 120 Hair Color BLACK Eye Color BROWN Age 23

6. US Citizen: Yes No Alien Reg. # A 042514905 Spouse Name N/A

7. Home phone RA(503) 234 2711 Business phone (503) 563 2731

CRIMINAL RECORD

OLCC makes a criminal offender records check through the Oregon State Police on all liquor license applicants. ORS 181.555(3) provides that you can contact the Oregon State Police or challenge inaccurate criminal offender information. OLCC may require fingerprints.

8. Have you ever been convicted of any crime, violation, or infraction of any law? Include probation or bail forfeiture. (Include traffic violations for which a fine or bail forfeiture of more than \$50.00 was imposed.)
 Yes No

9. Do you have arrests or citations pending? Yes No

10. If you have answered "Yes" to 8 or 9 list below:

OFFENSE	DATE	CITY & STATE	RESULT

(ATTACH ADDITIONAL SHEET IF NECESSARY)

DIVERSION/TREATMENT

11. Have you ever entered into a Diversion Agreement? Yes No
 Where and When? _____

12. Have you ever been treated or in a treatment program for alcohol or other drug use/abuse? Yes No
 Where and When? _____

EMPLOYMENT & RESIDENCE HISTORY

13. List current and former employers or occupations during the past ten years:

Dates by Month/Year	Employer or Business	Occupation	City & State
From <u>1973</u> To <u>10/91</u>	<u>PCC VIETNAM</u>	<u>WORK STUDY</u>	<u>RELAND (P) VIETNAM</u>
From <u>10/91</u> To <u>2/94</u>	<u>PCC</u>	<u>WORK STUDY</u>	<u>PORTLAND, OR</u>
From <u>12/94</u> To <u>present</u>	<u>Portland State University</u>	<u>WORKSTUDY</u>	<u>PORTLAND, OR</u>

14. List other cities and states where you have lived in the past ten years other than those noted in Question 13 above.

From	To	City	State
From <u>10/91</u>	To <u>present</u>	<u>3119 SE 22nd Ave</u>	<u>Portland, OR 97202</u>

(ATTACH ADDITIONAL SHEET IF NECESSARY)

ACTIVITY IN LIQUOR INDUSTRY (INSIDE OR OUTSIDE OREGON)

15. Are you presently or have you been licensed or employed in the liquor business?
 Yes No Where & When? _____

16. Is your spouse or any family member(s) working in any area of the liquor industry?
 Yes No If Yes, give: _____
(Name) (Name of Business) (City & State)

17. Have you ever received a warning, a notice of violation, suspension, fine, or revocation as a licensee or permittee? Yes No Where & When? _____

18. Have you ever been refused a permit or license to sell, serve, or dispense beer, wine, or distilled spirits?
 Yes No Where & When? _____

19. Is a manufacturer or wholesaler of alcoholic liquor financing or furnishing your business with money or property? Yes No Where & When? _____

20. Do you have any right, title, lien, claim, or other interest, financial or otherwise in, upon or to the premises, equipment, business or merchandise of any retailer, wholesaler, or manufacturer of alcoholic liquor?
 (Do not include this business) Yes No Where & When? _____

CAUTION: OLCC MAY DENY YOUR APPLICATION IF YOU LEAVE OUT INFORMATION OR GIVE FALSE ANSWERS ON THIS FORM.

SIGNATURE: [Signature] TITLE Owner DATE 09/05/96
(Manager, Owner, Corp. Officer)

MEETING DATE: SEP 26 1996

AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: *Ratification of an Agreement with the Portland Public Schools - Early Intervention Early Childhood Special Education Program*

BOARD BRIEFING

Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs.

DIVISION: _____

CONTACT: Esther Montanez-Morales

TELEPHONE: 248-3691 x4194

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Dennis Adams

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of the agreement between the Department of Community and Family Services' Developmental Disabilities Program and the Portland Public Schools- Early Intervention Early Childhood Special Education Program (EI/ECSE) for the period of July 1, 1996 through June 30, 1997. The Portland Public Schools EI/ECSE will develop and implement two Resource Team Models who will assist families of children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena.

9/30/96 ORIGINALS TO ESTHER MONTANEZ-MORALES

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe ms

BOARD OF
COUNTY COMMISSIONERS
96 SEP 13 AM 10:25
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe mas*
Department Community and Family Services

DATE: July 18, 1996

SUBJECT: Renewal Agreement with Portland Public Schools-Early Intervention Early Childhood Special Education Program (EI/ECSE)

I. Retroactive/Recommendation: The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland Public Schools-EI/ECSE, for the period July 1, 1996 through June 30, 1997. This contract is retroactive due to pending budget add package approval and information gathering.

II. Background/Analysis: The Department of Community and Family Services is contracting with Portland Public Schools - EI/ECSE for the development and implementation of two Resource Team Models to assist families with children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena.

III. Financial Impact: Funding for the Developmental Disabilities Program is for \$370,904 via County General Fund. Funding was approved under the Wellness add package.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: The contract supports the County's efforts to maintain or enhance the quality of life for the citizens of Multnomah County.

VII. Citizen Participation: N/A

VIII. Other Government Participation: N/A

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : PORTLAND PUBLIC SCHOOLS-EI/ECSE

Vendor Code : GV9409B

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 102707

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
03	156	010	1570	D57E	6060	9999L	County General Fund DD EI/EC Spec Ed-Wellness	\$370,904.00		\$370,904.00	
TOTAL								\$370,904.00	\$0.00	\$370,904.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#102707

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Portland Public Schools
Early Intervention /Early Childhood
Special Education Program
Region IV Administrative Office
531 SE 14th Avenue
Portland, Oregon 97214,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will develop and implement two Resource Team Models specifically tailored to meet the needs of families of children with developmental disabilities or developmental delays, ages birth to 5, to access services within the Multnomah County social services arena. These Teams will provide clients with initial triage at the initial Individualized Family Support Plan within the Oregon Department of Education guidelines. In addition, they will provide initial triage, referral, direct access to service, coordination and follow-up. They will provide the sole access to necessary services for families of children with developmental disabilities/developmental delays, and/or they will serve as the coordination point between county and state agencies. CONTRACTOR will provide services to at least 150 families per Team Model per year.

2. **COMPENSATION:**

COUNTY agrees to pay CONTRACTOR for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

- a. CONTRACTOR agrees to provide Resource Team Model services a total of \$370,904, based on cost reimbursement for staff, materials and supplies.
- b. Compensation shall be distributed as follows:
 - 1. One Resource Team Model to Multnomah ESD Early Childhood Program for a total of \$ 194,364;
 - 2. One Resource Team Model to Portland Public Schools Portland Early Intervention for a total of \$176,540.
- c. COUNTY shall reimburse CONTRACTOR for project expenditures in accordance with the approved project budget upon receipt of a monthly report which details the dates and types of services provided for each family during the previous month and financial reports described in Part B. These reports must be mailed prior to the 20th of the month to:
 - Developmental Disabilities Program
 - Attn. Donald Acker
 - 421 SW Sixth Avenue, Suite 400
 - Portland, Oregon 97204

3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1996 and terminate on June 30, 1997.
4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, Attachment A and the Part B. Division-Wide General Conditions.

MULTNOMAH COUNTY, OREGON

CONTRACTOR

BY Lorenzo Paez 8/8/96 BY _____
 Director, Dept of Community & Family Svcs Date Title Date

BY Beverly Stein 9/26/96
 Beverly Stein, Multnomah County Chair Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
 for Multnomah County, Oregon

By Katie Gaetjens 9/13/96
 Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-8 DATE 9/26/96
DEB BOGSTAD
 BOARD CLERK

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

**Attachment A:
Service Elements and Contract Amounts**

Contractor Name : PORTLAND PUBLIC SCHOOLS-EI/ECSE	Vendor Code: GV9409B	
Contractor Address : 531 SE 14TH AVENUE PORTLAND OR 97214		
Telephone : 916-5840	Fiscal Year : 96/97	Federal ID # : 93-6000830

Program Office Name : Developmental Disabilities Specialized Services

Service Element Name : DD EI/EC Spec Ed-Wellness (D57E); RESOURCE TEAM MODEL

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Cost Reimbursement				\$370,904.00
Total								\$370,904.00

PART B. DIVISION-WIDE GENERAL CONDITIONS

1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

2. Assignment and Subcontracting

This contract is personal between the parties, and CONTRACTOR shall not assign or subcontract in whole or in part, any contractual duties without prior approval by COUNTY. CONTRACTOR expressly acknowledges responsibility for performance of any subcontractor chosen without prior COUNTY approval. CONTRACTOR shall require its subcontractors to comply with the same terms and provide the same assurances as the CONTRACTOR must in its use of federal and state funds. CONTRACTOR shall not be relieved of any responsibility for the performance of its duties under the contract, regardless of any subcontract it enters into.

3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

5. Compliance with Laws

a. CONTRACTOR agrees to comply with all applicable federal, state, COUNTY, and city statutes, rules, and funding criteria governing services, facilities, employment opportunities, and operations. This contract shall be governed and construed in accordance with the laws of the State of Oregon.

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

c. CONTRACTOR further agrees to comply with all applicable licensing and certification requirements.

6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative and fiscal review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted annually except under certain circumstances as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external limited scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

h. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

i. CONTRACTOR, if it is a nonprofit organization, shall submit its annual Federal 990 Tax forms and Oregon State CT-12 Tax forms to COUNTY within 30 calendar days of their due date.

j. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connections with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

12. Independent Contractor Status

CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY, State of Oregon, or the federal government for any purpose. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this contract.

13. Workers Compensation Insurance

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall maintain on file a certificate showing current worker's compensation insurance, and upon request provide this to COUNTY.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

15. Litigation Notice

CONTRACTOR and COUNTY shall give each other immediate notice in writing of any action or suit filed and prompt notice of any claim made against CONTRACTOR or COUNTY by any subcontractor or vendor which, in the opinion of CONTRACTOR or COUNTY, may result in litigation related in any way to this contract.

16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

20. Payment Terms and Reports: All Contracts

a. CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

c. Any COUNTY funds spent for purposes not authorized by this contract shall be deducted from payments or refunded to COUNTY at COUNTY'S discretion. Payments by COUNTY in excess of authorized amounts shall be deducted from payment or refunded to COUNTY no later than thirty (30) calendar days after the contract's expiration or after notification by COUNTY. CONTRACTOR shall be responsible for any prior contract overpayments and unrecovered advances provided by COUNTY. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by COUNTY. Except when CONTRACTOR is a city, county, or public school district, COUNTY shall be entitled to the legal rate of interest for late payment from the date such payments became delinquent, and in case of litigation, to reasonable attorney's fees.

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

21. Payment Terms and Reports: Fee for Service

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

24. Program Reporting Requirements

a. CONTRACTOR shall prepare and furnish such plans, data, reports, and descriptive information as may be requested by COUNTY. CONTRACTOR grants the COUNTY the right to reproduce, use, and disclose all or part of these plans, reports, data, and technical information.

b. CONTRACTOR shall use the service definitions and the standardized forms provided by COUNTY for recording and reporting purposes.

c. Program reports shall be completed accurately in conformance with the guidelines and monitoring directions provided by COUNTY. Program reports which are not received by the time specified or are substantially incorrect may result in delayed reimbursement.

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

25. Property Management

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

26. Record Retention

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

- a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.
- b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.
- c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.
- d. Records for any displaced person shall be retained for three years after such person has received final payment.
- e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

27. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

28. Severability

If any terms or provisions of this contract are held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

29. Early Termination

- A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.
- B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
- C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.
- D. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of CONTRACTOR or liability of CONTRACTOR or COUNTY which accrued prior to termination.

30. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

Reviewed by Katie Paulgin
Assistant County Counsel Date

MEETING DATE: SEP 26 1996

AGENDA NO: C-9

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental agreement with Burlington Water District for public works project.

BOARD BRIEFING

Date Requested: _____

REGULAR BRIEFING

Amount of Time Needed: _____

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community & Family Svcs

DIVISION: _____

CONTACT: Lorenzo Poe/Cecile Pitts

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/Cecile Pitts

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 Burlington Water District to replace approximately 6,500 lineal feet of substandard 4" cast iron pipe with 10" ductile iron pipe.

9/30/96 ORIGINALS TO LYNN ERVINS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 18 AM 9:33

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: September 4, 1996

SUBJECT: Intergovernmental Agreement with Burlington Water District

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the attached contract with the Burlington Water District for the period September 1, 1996 through June 30, 1998.

II. Background/Analysis: The Department of Community and Family Services proposes funding Phase I of Project #4 of Burlington Water District's Capital Improvement Plan involving the replacement of approximately 6,500 lineal feet of substandard 4" cast iron pipe with 10" ductile iron pipe. Phase I extends along Highway 30 from N.W. Third Street 1,300 feet towards the District's western boundary.

III. Financial Impact: This agreement provides \$73,710 in federal Community Development Block Grant funds to the project.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This public works project is consistent with the Multnomah County Benchmark on increasing government per capita spending in this area. The project is also consistent with funding policies developed through the Policy Advisory Board of the Community Development Program for FY 1996-97.

VII. Citizen Participation: The project selection process involves public hearings.

VIII. Other Government Participation: Funds come from the federal government and will be contracted with the Burlington Water District.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract# 102827
Amendment # 0

Prior-Approved Contract Boilerplate: Attached; x Not Attached

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 <input type="checkbox"/> Intergovernmental Revenue Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-9</u> DATE <u>9/26/96</u> _____ DEB BOGSTAD BOARD CLERK</p>

Department: Community & Family Services Division: _____ Date: September 4, 1996
 Administrative Contact: Lynn Ervins Phone: 248-3691 ext 6644 Bldg/Room 166/7th
 Description of Contract: **To replace substandard cast iron pipe**
 RFP/BID #: CDBG Application Date of RFP/BID: 4/96 Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name: Burlington Water District Mailing Address: P.O. Box 83035 Portland, OR 97283 Phone: (503) 621-9788 Employer ID# or SS#: 93-6001377 Effective Date: September 1, 1996 Termination Date: June 30, 1998 Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ 73,710	Remittance Address (if different) _____ Payment Schedule _____ Terms _____ <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input checked="" type="checkbox"/> Monthly \$ <u>Per Invoice</u> <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____ <input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>
--	---

REQUIRED SIGNATURES:
 Department Manager: *Lorenzo Poe mis* Date: 9/6/96
 Purchasing Director: _____ Date: _____
 (Class II Contracts Only)
 County Counsel: *Patie Gentry* Date: 9/18/96
 County Chair/Sheriff: *Wally Gentry* Date: 9/26/96
 Contract Administration: _____ Date: _____
 (Class I, Class II Contracts Only)

VENDOR CODE 295176B				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPT	AMOUNT	Inc/Dec Ind.

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : BURLINGTON WATER DISTRICT

Vendor Code : 295176B

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 102827

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQ'TS ESTIMATE
01	156	010	1220	H44X	6060	9408F	CD CDBG FFY 96 CD Public Works	\$73,710.00		\$73,710.00	
TOTAL								\$73,710.00	\$0.00	\$73,710.00	\$0.00

PART A. INTERGOVERNMENTAL AGREEMENT

#102827

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department Community and Family Services, hereafter called COUNTY, and

Burlington Water District
P.O. Box 83035
Portland, OR 97283
503-621-9788,

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services in accordance with the CONTRACTOR'S CDBG Application dated 2/12/96 and the Project Rating Form for Proposals by the Multnomah County CDBG Program:

This funding is for Phase I of Project #4 of Burlington Water District's Capital Improvement Plan involving the replacement of approximately 6,500 lineal feet of substandard 4" cast iron pipe with 10" ductile iron pipe. Phase I extends along Highway 30 from N.W. Third Street 1,300 feet towards the District's western boundary.

2. **COMPENSATION.** COUNTY will pay CONTRACTOR up to \$73,710, as follows:
Per invoice submitted monthly, for expenditures for project as defined by documents referenced in #1, above. CONTRACTOR will document match on invoice as condition of receiving funding.

3. **TERM.** The CONTRACTOR'S services will begin September 1, 1996 and terminate when completed but no later than June 30, 1998.

4. **CONTRACT DOCUMENTS.** This Contract consists of this document, Part A. Intergovernmental Agreement, Part B. Conditions of Contract, PART C. General Program Conditions: Community Development Program, and Exhibit A (workers compensation).

MULTNOMAH COUNTY, OREGON

BURLINGTON WATER DISTRICT

BY Lorenzo Pae me 9/12/96
Lorenzo Poé, Director Date
Dept. Of Community & Family Services

BY _____
TITLE Date

BY Beverly Stein 9/26/96
Beverly Stein, Date
Multnomah County Chair

BY _____
TITLE Date

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

APPROVED AS TO FORM:
CONTRACTOR ATTORNEY (If Applicable)

By Katie Gutz 9/18/96
Assistant County Counsel Date

By _____
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 9/26/96
DEB BOGSTAD

MULTNOMAH COUNTY CONTRACT NO. 102827
PART B. CONDITIONS OF INTERGOVERNMENTAL AGREEMENT

The attached contract for services between Multnomah County, herein "COUNTY", and Burlington Water District, herein "CONTRACTOR", is subject to the following:

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

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR'S rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current worker's compensation insurance, or a copy thereof, is attached to this contract as Exhibit A.

B. If CONTRACTOR has no employees and will perform the work without the assistance of others, a certificate to that effect may be attached in lieu of the certificate showing current worker's compensation insurance coverage as described in subparagraph A. above.

C. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION.** To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the CONTRACTOR shall hold harmless, defend, and indemnify the COUNTY and the COUNTY'S officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the CONTRACTOR'S work or any subcontractor's work under this contract.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment must be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY ACTION SERVICES

1. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in meetings and planning efforts scheduled by COUNTY, to provide all data which may be required by COUNTY, and to adjust its program as necessary to achieve compliance with programmatic goals of COUNTY and applicable funding sources. CONTRACTOR agrees to attend the COUNTY'S monthly "Contractors Meeting"; CONTRACTOR representatives at Meeting shall have the responsibility and authority to update the COUNTY on CONTRACTOR'S activities that have an impact on the emergency and community action service system.

2. Low Income Involvement in Decision-Making

If CONTRACTOR is entering into a contract for Community Action Program services for the first time, CONTRACTOR shall submit a brief narrative description of its creative and practical plan regarding how it currently does or how it will further diversify its agency leadership by preparing and including low-income people in significant decision-making roles. The narrative will note if the agency plans to actually implement its ideas and if discussion on this topic has occurred among agency board members. If CONTRACTOR has submitted such a plan under a prior-year contract, CONTRACTOR shall submit an update of its plan describing progress in implementation and further goals. The description is due into the COUNTY within forty-five calendar days of contract execution.

3. Property Management for Cost Reimbursement Programs

In addition to property management provisions in Part B. Section 25, CONTRACTOR receiving funds through the Community Action program for property shall comply with the following:

a. All property valued at \$250 or more, purchased in whole or in part with state funds under this contract, belongs to the state. All property valued at \$500 or more, purchased in whole or in part with federal funds under this contract, belongs to the federal government. All property valued at \$1,000 or more, purchased in whole or in part with COUNTY funds under this contract, belongs to COUNTY.

b. CONTRACTOR shall maintain the property and a property control system in compliance with federal regulations, 45 CFR Part 74, Subpart O, Property. A physical inventory shall be conducted annually to verify existence of the property, current use, and continued need for the property.

c. Within forty-five (45) calendar days of contract termination, CONTRACTOR shall transfer the property to COUNTY, state, or federal government, if so directed by the relevant funding source.

d. CONTRACTOR is required to solicit and retain a minimum of three (3) written bids when making purchases of equipment or property valued at more than \$5,000 per item if CONTRACTOR is a non-governmental entity, or more than \$10,000 if CONTRACTOR is a governmental entity.

4. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels, unless stated otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low income persons (with incomes less than 125% of poverty) or others on their behalf have a right to request information and service.

d. CONTRACTOR shall ensure that its employees are adequately trained to carry out the activities required under this contract and, if applicable to the program, shall verify that its employees are processing any eligibility determinations and service authorizations correctly.

e. Provision of services under this contract is restricted to Multnomah County residents.

5. Single Revenue Source

CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency. Funding under this contract shall not be used to reduce substantially the amount of private funding available for contract services before the contract funds became available.

Reviewed: Kate Gutz 4/18/96
Assistant County Counsel Date

PART C. PROGRAM GENERAL CONDITIONS: COMMUNITY DEVELOPMENT SERVICES

1. Client Eligibility

CONTRACTOR shall operate the project for the benefit of low and moderate income families for the term of the contract. Low income is defined as 0-50% of median family income. Moderate income is defined as 51-80% of median family income. Portland area median income effective December 7, 1995 is \$44,400 for a family of four.

2. Environmental Review

COUNTY retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by the federal Department of Housing and Urban Development Environmental Review Procedures (24 CFR Part 58). COUNTY may require CONTRACTOR to furnish data, information, and assistance for the COUNTY'S review and assessment in fulfillment of the COUNTY'S responsibilities under 24 CFR Part 58. Project execution under this contract by either COUNTY or CONTRACTOR shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. Fiscal Requirements

In addition to other fiscal requirements contained in this contract, for cost-reimbursement programs, any increases in line items must be balanced by like decreases in other line items. Changes in any line item budget expense of more than 10% shall require a written budget modification approved by COUNTY prior to expenditures. The budget modification request must be accompanied by a justification stating reasons for the changes. Any costs incurred by CONTRACTOR over and above the agreed sum or rates shall be at the sole risk and expense of CONTRACTOR. All project monies shall be either obligated or expended within the contract period unless specifically authorized by COUNTY to extend into the next year.

4. Program Income

CONTRACTOR shall comply with the program income requirements set forth in 24 CFR 504(C). The receipt and expenditure of program income as defined in 24 CFR 570.500(a) shall be recorded as part of the financial transactions of the project(s) funded under this contract. Program income shall be reported with each payment request and substantially disbursed for the benefit of the project(s) funded by this contract in accordance with the principles of paragraph (b)(2)(i) and (ii) of 24 CFR 570.504. Program income which is not used to continue or benefit such project(s) shall revert back to COUNTY for reallocation. The COUNTY shall determine whether income is being used to continue or benefit the project(s) authorized by this contract. Program income on hand when the contract expires or received after the contract's expiration shall be repaid to the COUNTY.

5. Project Operation

CONTRACTOR agrees to maintain and operate the project(s) under this contract for eligible activities pursuant to Department of Housing and Urban Development regulations. In the event the CONTRACTOR fails to so maintain and operate the project(s), the COUNTY may, at its option, take possession of the project(s) and operate and maintain the project(s) for any lawful purpose.

6. Property Interest

a. For agencies which are not municipal corporations, it may become necessary to grant the COUNTY a property interest where the project under contract calls for the acquisition, construction, reconstruction, rehabilitation, or installation of publicly-owned facilities and improvements.

b. If acting on behalf of the COUNTY, private nonprofit entities using federal Housing and Community Development Block Grant funds for the purposes described in 24 CFR, Section 570.201, will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

c. Upon expiration of the contract, CONTRACTOR shall ensure that any real property under the CONTRACTOR'S control that was acquired or improved in whole or in part with Community Development Block Grant funds in excess of \$25,000 is either:

- 1) Used to meet one of the national objectives in Section 570.901 until five years after expiration of the contract; or
- 2) Disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property.

7. Purchasing Requirements

To the greatest extent feasible, CONTRACTOR shall purchase supplies and services for activities under this contract from vendors and contractors whose businesses are located in the area served by COUNTY funded activities or owned in substantial part by project area residents, per Section 3, Housing and Community Development Act of 1968, as amended.

8. Required Records

In addition to other financial and program records required under this contract, CONTRACTOR shall maintain records documenting citizen participation, equal opportunity, and any other matters as directed by COUNTY. Citizen participation records shall document the process used to inform citizens concerning the amount of funds available, ranges of project activities undertaken, and opportunities to participate in funded projects. Equal opportunity records shall document racial, ethnic, and female-headed household data showing extent to which these categories of persons have participated in, or benefited from, the activities carried out under this contract. CONTRACTOR shall also maintain data recording its affirmative action in equal opportunity employment and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to use business concerns which are located in or owned in substantial part by persons residing in the area of the project.

9. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at least at 80 percent may be grounds to terminate the service or contract or to adjust service levels and allocations.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period, unless otherwise specified by COUNTY.

c. CONTRACTOR shall ensure that low and moderate income persons or others on their behalf have a right to request information and service.

d. Provision of services under this contract is restricted to Multnomah County residents.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILIY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : BURLINGTON WATER DISTRICT	Vendor Code: 295176B	
Contractor Address : P.O. BOX 83035 PORTLAND OR 97283		
Telephone : 621-9788	Fiscal Year : 96/97	Federal ID # : 93-6001377

Program Office Name : OCAD CD Public Works

Service Element Name : CD Public Works (H44X)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	9/1/96	6/30/97	Per Invoice	Cost Reimbursement				\$73,710.00
Total								\$73,710.00

SEP 26 1996

MEETING DATE: _____

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the Department of Community and Family Services and the Portland Development Commission to provide \$50,000 in weatherization work at the Grand Oakes Apartments and \$65,000 in weatherization work at the Royal Palm Hotel.

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: 5 Minutes

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Rey Espana

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Rey Espana/Tom Brodbeck

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Intergovernmental Revenue Agreement Between the Department of Community and Family Services and the Portland Development Commission transferring \$115,000 in LIEAP Wx. funds through a one year agreement for \$50,000 in weatherization work at the Grand Oakes Apartments and \$65,000 in weatherization work at the Royal Palm Hotel.

9/30/96 ORIGINALS TO JOHN PEARSON

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 18 AM 9:34

SIGNATURES REQUIRED:

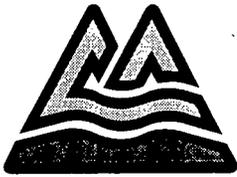
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lorenzo Poe mls

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: September 16, 1996

SUBJECT: Intergovernmental Agreement with the Portland Development Commission

I. Retroactive Status: Execution of this agreement has been delayed due to negotiation of contract terms.

II. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the retroactive Intergovernmental Agreement with the Portland Development Commission for the period July 1, 1996 to June 30, 1997.

III. Background/Analysis: The Department's office of Community Action and Development (OCAD) has entered into a partnership with the Portland Development Commission to: (1) renovate the Royal Palm Hotel as a facility for homeless mentally ill persons; and (2) renovate the Grand Oakes Apartments as housing for low income households. OCAD will provide partial funding for the weatherization of these buildings.

IV. Financial Impact: OCAD will reimburse the Portland Development Commission up to: (1) \$65,000 for the Royal Palm project; and (2) \$50,000 for the Grand Oakes Apartments from Low Income Energy Assistance Program (LIEAP) Weatherization funds. Reimbursement will be made for cost efficient weatherization measures that are in compliance with the grantor's guidelines, regulations, and installation specifications.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policies: This Intergovernmental Agreement supports the program office's goal to increase economic self-sufficiency and housing stability of low/no income households by offering a continuum of client-centered services and housing.

VII. Other Government Participation: This Intergovernmental Agreement reflects a partnership between the County and the Portland Development Commission for housing and services for low income homeless people.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal

Contract # **102967**

Prior-Approved Contract Boilerplate: Attached; X Not Attached

Amendment # 0

<p align="center">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000</p>	<p align="center">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue</p>	<p align="center">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement</p> <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>9/26/96</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Community & Family Services

Division: _____

Date: September 5, 1996

Administrative Contact: John Pearson

Phone: 248-3691 ext 2612

Bldg/Room 166/7th

Description of Contract:

This contract transfers funds to pay for weatherization services at the Royal Palm Hotel and the Grand Oakes Apartments.

RFP/BID #: _____ Date of RFP/BID: _____ Exemption Expiration Date: _____
 ORS/AR # _____ Contractor is MBE WBE JQRF N/A None
 Original Contract No. _____ (Only for Original Renewals)

<p>Contractor Name: Portland Development Commission Mailing Address: 1120 SW 5th. Ave. Portland, Oregon 97204 Phone: (503) 823-3423 Employer ID# or SS#: 93-6013584 Effective Date: October 1, 1996 Termination Date: June 30, 1997 Original Contract Amount: \$ _____ Total Amt of Previous Amendments: \$ _____ Amount of Amendment: \$ _____ Total Amount of Agreement: \$ 115,000</p>	<p>Remittance Address (if different) _____</p> <hr/> <table style="width:100%;"> <tr> <td style="width:60%; text-align: center;">Payment Schedule</td> <td style="width:40%; text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Invoice</u></td> <td><input type="checkbox"/> Other</td> </tr> </table> <p><input type="checkbox"/> Requirements contract - Requisition Required Purchase Order No. _____ <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	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>Invoice</u>	<input type="checkbox"/> Other
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>Invoice</u>	<input type="checkbox"/> Other								

REQUIRED SIGNATURES:

Department Manager: *Lorenzo Poe* Date: 9/16/96

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

County Counsel: *Katie G...* Date: 9/18/96

County Chair/Sheriff: *Willy...* Date: 9/26/96

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCIP	AMOUNT	Inc/Dec Ind.
See Attached											

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

COMMUNITY AND FAMILY SERVICES DEPARTMENT
 CONTRACT APPROVAL FORM SUPPLEMENT
 Contractor : PORTLAND DEVELOPMENT COMMISSION

Vendor Code : 985676A

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 102967

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1280	P34W	6060	9211F	CAPO LIEAP WX B CAPO Weatherization	\$115,000.00		\$115,000.00	
TOTAL								\$115,000.00	\$0.00	\$115,000.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#102967

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and

Portland Development Commission
1120 SW 5th. Ave. #1100
Portland, Oregon 97204
(503) 823-3423

hereafter called CONTRACTOR.

THE PARTIES AGREE:

1. **DESCRIPTION OF SERVICES.** CONTRACTOR will provide the following services:
 - a. CONTRACTOR will provide site supervision for the weatherization aspects of two (2) building renovation projects: 1) Royal Palm Hotel project; and (2) Grand Oakes Apartments project. Weatherization shall be performed by a subcontractor who will be paid with funds provided to the CONTRACTOR by the COUNTY expressly for that purpose.
 - b. COUNTY shall provide specifications, scope, and authorization for the work to be performed. COUNTY shall inspect or arrange for inspection of work performed, and shall have responsibility and authority to determine whether the work performed meets the specifications provided.
 - c. Subject to the terms, conditions, and limitations of the Oregon Tort Claims Act and the Oregon Constitution, COUNTY and CONTRACTOR shall be liable to each other and to third parties, including the subcontractor, only to the extent of COUNTY and CONTRACTOR'S actual responsibilities in this transaction. CONTRACTOR shall bear no responsibility for disputes or damages related to the COUNTY'S actions or inaction, if any, in relation to creation of specifications, approval of scope or quality of work, or timely generation of payments. COUNTY shall bear no responsibility for disputes or damages arising out of CONTRACTOR'S action or inaction, if any, in relation to site supervision actually performed by CONTRACTOR, or administrative pass-through of invoices and funds, which shall be done in the ordinary course of CONTRACTOR'S business.
2. **COMPENSATION:**
 - a. COUNTY will pay CONTRACTOR up to \$50,000 for cost effective weatherization measures performed at the Grand Oakes Apartments.
 - b. COUNTY will pay CONTRACTOR up to \$65,000 for cost effective weatherization measures that may include parts of, but are not limited to building insulation, joint sealers, standard steel doors, glazing, pipe insulation, and heating, ventilating, and air conditioning sections.
 - c. COUNTY will pay CONTRACTOR upon receipt of invoices. Invoices for payment must itemize each weatherization measure billed for. Each measure invoiced must include the materials, labor and total cost for the measure. In no event shall the COUNTY pay more than \$115,000 under this contract.
3. **TERM.** The CONTRACTOR'S services will begin on July 1, 1996 and terminate when completed but no later than June 30, 1997.

4. **CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Exhibit A.

MULTNOMAH COUNTY, OREGON

PORTLAND DEVELOPMENT COMMISSION

BY *Lolene Poe* 9/16/96 BY _____
Director, Dept of Community & Family Svcs Date Title Date

BY *Beverly Stein* 9/26/96
Beverly Stein, Multnomah County Chair Date

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

By *Katie Gaetjens* 9/18/96
Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 9/26/96
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY CONTRACT NO. XXXXX
CONDITIONS OF INTERGOVERNMENTAL CONTRACT

The attached contract for services between Multnomah County, herein "COUNTY", and XXXXX, herein "CONTRACTOR", is subject to the following:

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

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in

connection with CONTRACTOR'S performance of its duties under this contract. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW.** The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

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

10. **EARLY TERMINATION.**

A. This contract may be terminated by mutual consent of both parties or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT.**

All final requests for payment shall be received within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

CONTRACT FOR SERVICES
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

Attachment A:
Service Elements and Contract Amounts

Contractor Name : PORTLAND DEVELOPMENT COMMISSION	Vendor Code: 985676A	
Contractor Address : 1120 SW 5TH. AVE. #1100 PORTLAND OR 97204		
Telephone : 823-3423	Fiscal Year : 96/97	Federal ID # : 93-6013584

Program Office Name : OCAD CA Low Income Weatherization

Service Element Name : CAPO Weatherization (P34W)

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Cost Reimbursement		Cost		\$115,000.00
Total								\$115,000.00

MEETING DATE: SEP 26 1996

AGENDA NO: C-11

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Contract Amendment from City of Gresham to Department of Community and Family Services, Which Extends the Contract Term to June 30, 1997 and Adds \$81,860 for FY 1996-97 Emergency Basic Needs Services to Homeless and Low Income People

BOARD BRIEFING

Date Requested: _____

Requested By: _____

Amount of Time Needed: _____

REGULAR MEETING

Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: _____

CONTACT: Lorenzo Poe/ Rey España

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE

Amendment 2 to Intergovernmental Revenue Agreement 103535 with City of Gresham to Provide Partial Funding for Emergency Basic Need Services for Homeless and Low Income People in East County

9/30/96 ORIGINALS TO JOHN PEARSON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR
DEPARTMENT MANAGER: Lorenzo Poe

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 18 AM 9:34

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

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

DATE: August 9, 1996

SUBJECT: Amendment to Intergovernmental Revenue Agreement between City of Gresham and
Department of Community and Family Services

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the amended revenue agreement from the City of Gresham, for the period July 1, 1996 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received an amendment to the revenue agreement from the City of Gresham, which funds emergency basic needs services for low income and homeless people in East County. The amendment extends the term of the agreement to June 30, 1997 and adds \$81,860 for FY 1996-97.

III. Financial Impact: The funds are already included in the Adopted County Budget.

IV. Legal Issues: The contract amendment extends the contract term from June 30, 1996 to June 30, 1997. Although the extension is occurring after June 30, 1996, contract language allows for such extension, and the provisions allowing this action are cited in the amendment. Review by attorneys for the City of Gresham and Multnomah County have indicated this is acceptable and legal.

V. Controversial Issues: none

VI. Link to Current County Policies: This contract funds services to help people stabilize their housing and become economically self-sufficient. The services relate to public safety benchmarks by providing preventive support for financially-strapped people, and they foster cultural diversity among people being served.

VII. Citizen Participation: The Community Action Commission is involved in reviewing these services.

VIII. Other Government Participation: The intergovernmental agreement demonstrates cooperation and coordination in planning and implementation of low income service programs by the City of Gresham and Multnomah County.

S:\ADMIN\CEU\CONT97\GRESIGA.MEM

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 103535

Prior-Approved Contract Boilerplate: Attached; xxx Not Attached

Amendment # 02

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input type="checkbox"/> Intergovernmental Agreement</p> <p><input checked="" type="checkbox"/> Intergovernmental Revenue Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>9/26/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
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Department: Community & Family Services
 Administrative Contact: John Pearson
 Description of Contract:

Division: _____
 Phone: 248-3691 ext 2612

Date: August 9, 1996
 Bldg/Room 166/7th

Amendment extends contract term and adds funding for FY 1996-97 to pay for transitional housing, bilingual case management, and emergency housing vouchers.

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

<p>Contractor Name: City of Gresham</p> <p>Mailing Address: 1333 NW Eastman Parkway Gresham, OR 97030</p> <p>Phone: (503)669-2643</p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: July 1, 1996</p> <p>Termination Date: June 30, 1997</p> <p>Original Contract Amount: \$67,801 (FY 94/95)</p> <p>Total Amt of Previous Amendments: \$86,542 (FY 95/96)</p> <p>Amount of Amendment: \$81,860 (FY 96/97)</p> <p>Total Amount of Agreement: \$ 236,203</p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <td style="text-align: center;">Payment Schedule</td> <td style="text-align: center;">Terms</td> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Quarterly</u></td> <td><input type="checkbox"/> Other</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements contract - Requisition Required</td> </tr> <tr> <td colspan="2">Purchase Order No. _____</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> Requirements Not to Exceed \$ _____</td> </tr> <tr> <td colspan="2">Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></td> </tr> </table>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other	<input type="checkbox"/> Requirements contract - Requisition Required		Purchase Order No. _____		<input type="checkbox"/> Requirements Not to Exceed \$ _____		Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Payment Schedule	Terms																
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt																
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<input checked="" type="checkbox"/> Other \$ <u>Quarterly</u>	<input type="checkbox"/> Other																
<input type="checkbox"/> Requirements contract - Requisition Required																	
Purchase Order No. _____																	
<input type="checkbox"/> Requirements Not to Exceed \$ _____																	
Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/>																	

REQUIRED SIGNATURES:

Department Manager: *Lolingo Poe* Date: 9/5/96

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

County Counsel: *Katie Grant* Date: 9/18/96

County Chair/Sheriff: *Willie* Date: 9/26/96

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

VENDOR CODE GV5171				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
01	156	010	1260			2774				\$81,860	

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

City of Gresham
1333 NW Eastman Parkway
Gresham, OR 97030

Project #: 1731
Amendment #: 2
Program Year: 1996-97

COVER SHEET AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Project Title: Multnomah County Public Service IGA

Contractor's Name: Multnomah County Department of Community & Family Services

Contractor's Authorized Representative: Rey España 248-3999 ext: 2701
Phone No.

Mailing Address: 421 SW 6th Ave. #500
Portland, OR 97204-1618

Employer's I.D. No. 93-6002309

Contract Amount: \$81,860

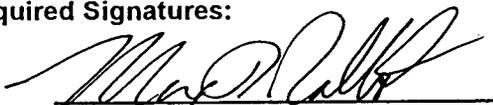
Contract Effective Date: July 1, 1996 **Termination Date:** June 30, 1997

Short Description: IGA consists of 3 public service projects: Transitional Housing by Human Solutions, Inc., Bilingual Case Management Services by Catholic Charities; and Emergency Vouchers by the County.

City Liaison Officer: Pete von Christierson 618-2643
Phone No.

Contract Prepared Under Council Action/Date: Resolution No. 2025, May 7, 1996.

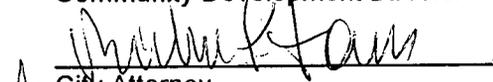
Required Signatures:



Community Development Director

8-21-96

Date



City Attorney

8-19-96

Date

1996-97 AMENDMENT
to
INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY
and
CITY OF GRESHAM
for the
ADMINISTRATION OF PUBLIC SERVICES GRANTS

This Amendment to the Intergovernmental Agreement (IGA) between Multnomah County and City of Gresham for the Administration of Public Service Grants, dated October 27, 1994, extends the IGA to June 30, 1997, adds a grant of \$81,860 and revises Scope of Work objectives, as authorized in the IGA, Section V. D., page 6.

This Amendment makes the following changes to the IGA:

1. Insert to Introduction, line 3, after "\$67,801":

"for use in 1994-95 and \$86,542 for use in 1995-96 and \$81,860 for use in 1996-97."

2. Add to Recital, No. 5, page 1:

"The Gresham City Council has by Resolution No. 2025, May 7, 1996, authorized \$81,860 of CDBG funds to be used during the period July 1, 1996, to June 30, 1997, as follows:

- \$35,907 for Transitional Housing operated by Human Solutions, Inc.,
- \$40,588 for Bilingual Case Management Services operated by Catholic Charities, and
- \$5,365 for Emergency Housing Voucher Program operated by Community and Family Services Division of Multnomah County.

3. Insert below I., third paragraph, page 2:

The County will work with the City to develop appropriate benchmark or outcome measurements for each project and will implement a measurement system and data collection system for each project.

4. Revise I. Scope of Services page 2, to read:

Scope of Services for 1996-97

Multnomah County will oversee and administer the efficient delivery of the following Gresham-CDBG funded services to be performed by Human Solutions, Inc., Catholic Charities of Portland, and the County. It will ensure that quarterly narrative and statistical reports are submitted on these projects. The County also will submit a final evaluation report. (Gresham will conduct on-site monitoring visits.)

The County will oversee and administer the Transitional Housing and Bilingual Case Management Service through unit price contracts with Human Solutions, Inc. and Catholic Charities of Portland, respectively.

The County will oversee, administer and conduct the Emergency Housing Vouchers services using a cost reimbursement system.

A. Transitional Housing

Multnomah County will oversee and administer the following Transitional Housing services to be performed by Human Solutions, Inc.

1. Human Solutions, Inc. will conduct the Transitional Housing Program. The Program will include:
 - a. Willow Tree Inn Transitional Housing:
Within the Willow Tree Inn facility, Human Solutions, Inc. will provide 33 unit-months. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit. The approximate unit cost will be \$621.49 per unit per month (total = \$20,509).
 - b. Eastwood Court Transitional Housing:
Within the Eastwood Court facility, Human Solutions, Inc. will provide 2.0 units for 12 months, or 24 unit-months. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit. The approximate unit cost will be \$326.10 per unit per month (total = \$7,826).
2. Human Solutions, Inc. will ensure that case management services are provided to each family assisted with transitional housing as funds are available from other sources. Human Solutions, Inc. will provide approximately 267.5 hours of case management at \$28.31 per hour (total = \$7,572).
3. Human Solutions, Inc. will screen each family for eligibility as funds are available from other sources. The eligibility requirements are:
 - Family is homeless with no place and no one to stay with,
 - Family income will be 50% of median or less,

- Family will agree to actively participate in case management services,
 - Family size will generally be 3 to 5 members with the exception that a family of up to 10 members may be sheltered if a double unit is available, and
 - All unemployed but employable adults must attend 200 hours of Pathfinder pre-employment classes.
4. Human Solutions, Inc. will maintain separate statistics on Gresham clients or households served, ethnic background, income level, and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample form.)
 5. Human Solutions, Inc. will maintain a separate accounting or tracking system of Gresham units of service provided to allow verification of units billed.
 6. Human Solutions, Inc. will maintain programmatic and fiscal documentation on all activities funded with Community Development Block Grant funds for a minimum of three years after termination of this Agreement.
 7. The maximum amount to be allocated shall not exceed \$35,907 for transitional housing operations.

B. Bilingual Case Management Services

Multnomah County will oversee and administer the following Bilingual Case Management services to be performed by the Catholic Charities of Portland.

1. Catholic Charities will be provide 1786 case management hours to approximately 259 Gresham families earning below 80% of Median Family Income (MFI) for the Portland area. Clients must certify their income level. (Exhibit B enclosed with this agreement gives income limits by family size.)
2. Case management services will be provided by a bilingual/bicultural intake and assessment worker and will include:
 - Needs assessment and evaluation;
 - Outreach and advocacy;
 - Identification, information and referral to appropriate community resources;
 - Arranging for scheduling of appointments for Spanish speaking-only clients for medical, dental, legal, mental health and other related services;
 - Providing food, clothing, transportation and shelter as available;
 - Interpretation and translation for clients and nonprofit service agencies;

- Conducting and arranging workshops such as driver's education, health, anger management, parenting, nutrition, first aid, English as a second language, literary proficiency, budgeting and other life skills;
 - Counseling (individual, group and family) in areas of alcohol and drug abuse, domestic violence, sexual abuse and teen parenting issues.
3. Catholic Charities will maintain separate statistics on Gresham clients served, ethnic background, income level and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample reporting form.)
 4. Catholic Charities will maintain a separate accounting or tracking system of Gresham units of service provided to allow verification of units of case management hours billed.
 5. Catholic Charities will maintain programmatic documentation and fiscal documentation on all activities funded with Community Development Block Grant funds for a minimum of three years after termination of this Agreement.
 6. The unit cost will be approximately \$22.73 per hour of case management services.
 7. The maximum amount to be allocated shall not exceed \$40,588 for case management services.

C. Emergency Housing Vouchers

Multnomah County will oversee, administer and conduct the following Emergency Housing Voucher Program services.

1. The County will provide approximately 175 voucher-nights.
2. The County will review requests from intake agencies and maintain a client list to avoid duplication of services during the fiscal year.
3. The County, in conjunction with the Operations Committee, will play a coordinating role in the following activities: shelter availability and referrals; systematizing voucher expenditures between funding sources; and responding to concerns between agencies, funders and vendors.
4. The County will maintain separate statistics on Gresham clients or households served, ethnic background, income levels and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample form.)

5. The County will maintain a system for tracking funds expended under this agreement.
6. Funds will be used to reimburse actual costs of Emergency Housing Vouchers.
7. The County will maintain programmatic and fiscal documentation on all activities funded with Community Development Block Grant funds for a minimum of three years after termination of this Agreement.
8. The maximum amount to be allocated shall not exceed \$5,365.00 for emergency housing vouchers

5. Insert to II., third paragraph, page 5, after "(\$67,801)":

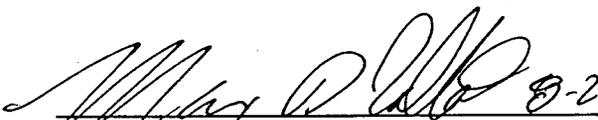
"for use in 1994-95 and EIGHTY-SIX THOUSAND, FIVE HUNDRED AND FORTY-TWO DOLLARS (\$86,542) for use in 1995-96 and EIGHTY-ONE THOUSAND, EIGHT HUNDRED AND SIXTY DOLLARS (\$81,860) for use in 1996-97."

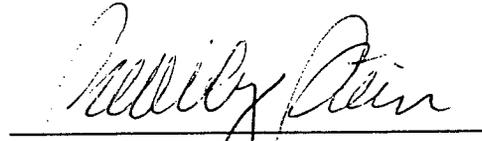
The Term of this Amendment shall be effective as of July 1, 1996 and shall terminate as of June 30, 1997, or later if extended under the terms stated in Section V. D., page 6 of the IGA..

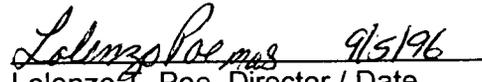
Dated this 26th day of September, 1996.

CITY OF GRESHAM

MULTNOMAH COUNTY

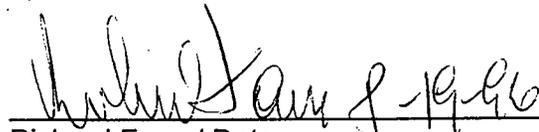

Max Talbot, CDD Director / Date 8-21-96

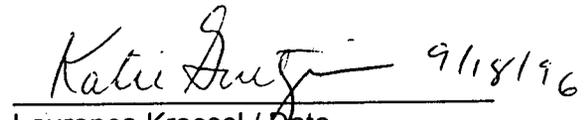

Beverly Stein, Chair / Date


Lorenzo T. Poe, Director / Date 9/5/96
 Community and Family Services Division

APPROVED AS TO FORM:

REVIEWED:


Richard Faus / Date 9-19-96
 City Attorney


 for Laurence Kressel / Date 9/18/96
 County Counsel

APPROVED MULTNOMAH COUNTY
 BOARD OF COMMISSIONERS
 AGENDA # C-11 DATE 9/26/96
DEB BOGSTAD
 BOARD CLERK

Contract Number: _____
Program Year: _____
Funds Source Year: _____

INTERGOVERNMENTAL AGREEMENT
between
MULTNOMAH COUNTY
and
CITY OF GRESHAM
for the
ADMINISTRATION OF PUBLIC SERVICE GRANTS

COPY

This AGREEMENT is entered into between the CITY OF GRESHAM, through the COMMUNITY DEVELOPMENT DEPARTMENT (Gresham) and MULTNOMAH COUNTY, through its COMMUNITY AND FAMILY SERVICES DIVISION (County) for \$67,801 of Community Development Block Grant funds to administer funds for three public service programs.

RECITALS:

1. Gresham is entitled to receive Community Development Block Grant (CDBG) funds from the Federal Department of Housing and Urban Development.
2. Provision of public services is an important function of the Community Revitalization Program in Gresham.
3. Gresham has a need for administration of transitional housing services, bilingual case management services, and an emergency housing voucher program.
4. As the result of a request-for-proposal process, Multnomah County is administering contracts with Human Solutions, Inc. and Catholic Community Services of Portland, to provide transitional housing services and bilingual case management services, respectively. The County's Community Action Program Office (CAPO) directly administers the Emergency Housing Voucher program.
5. The Gresham City Council has by Resolution No. 1832, May 17, 1994 authorized \$67,801 of CDBG funds to be used as follows:
 - \$20,442 for Transitional Housing by Human Solutions, Inc.
 - \$41,817 for Bilingual Case Management Services by Catholic Community Services of Portland, and
 - \$5,542 for Emergency Housing Voucher Program by Community and Family Services Division of Multnomah County.
6. Gresham now desires to enter into a formal contract with Multnomah County to administer Gresham CDBG funds for transitional housing services, bilingual case management services, and an emergency housing voucher program.

AGREED:

I. Scope of Services

Multnomah County will oversee and administer the efficient delivery of the following Gresham-CDBG funded services to be performed by Human Solutions, Inc., Catholic Community Services of Portland, and the County. It will ensure that quarterly narrative and statistical reports are submitted on these projects. The County also will submit a final evaluation report. (Gresham will conduct on-site monitoring visits.)

The County will oversee and administer the Transitional Housing and Bilingual Case Management Services through unit price contracts with Human Solutions, Inc. and Catholic Community Services of Portland, respectively.

The County will oversee, administer and conduct the Emergency Housing Vouchers services using a cost reimbursement system.

A. Transitional Housing

Multnomah County will oversee and administer the following Transitional Housing services to be performed by Human Solutions, Inc.

1. Human Solutions, Inc. will conduct the Transitional Housing Program. The Program will include:
 - a. Willow Tree Inn Transitional Housing:
Within the Willow Tree Inn facility, Human Solutions, Inc. will provide 16.2 unit-months. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit. The approximate unit cost will be \$801.67 per unit per month.
 - b. Eastwood Court Transitional Housing:
Within the Eastwood Court facility, Human Solutions, Inc. will provide 2.0 units for 12 months, or 24 unit-months. The expense of providing a unit includes rent, labor, materials and services to maintain a safe, sanitary, decent, and furnished housing unit. The approximate unit cost will be \$310.40 per unit per month.
2. Human Solutions, Inc. will ensure that case management services are provided to each family assisted with transitional housing as funds are available from other sources.
3. Human Solutions, Inc. will screen each family for eligibility as funds are available from other sources. The eligibility requirements are:
 - Family is homeless with no place and no one to stay with,
 - Family income will be 50% of median or less,
 - Family will agree to actively participate in case management services,
 - Family size will generally be 3 to 5 members with the exception that a family of up to 10 members may be sheltered if a double unit is available.

4. Human Solutions, Inc. will maintain separate statistics on Gresham clients or households served, ethnic background, income level, and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample form.)
5. Human Solutions, Inc. will maintain a separate accounting or tracking system of Gresham units of service provided to allow verification of units billed.
6. Human Solutions, Inc. will maintain programmatic and fiscal documentation on all activities funded with CDBG funds for a minimum of three years after termination of this Agreement.
7. The maximum amount to be allocated shall not exceed \$20,442 for transitional housing operations.

B. Bilingual Case Management Services

Multnomah County will oversee and administer the following Bilingual Case Management services to be performed by the Catholic Community Services of Portland.

1. Catholic Community Services will provide 1,877 case management hours to approximately 338 Gresham families earning below 80% of median family income (MFI) for the Portland area. Clients must certify their income level. (Exhibit B enclosed with this Agreement gives income limits by family size.)
2. Case management services will be provided by a bilingual/bicultural intake and assessment worker and will include:
 - Needs assessment and evaluation;
 - Outreach and advocacy;
 - Identification, information and referral to appropriate community resources;
 - Arranging for scheduling of appointments for Spanish speaking-only clients for medical, dental, legal, mental health and other related services;
 - Providing food, clothing, transportation and shelter as available (Human Solutions has agreed to ensure that at least two weeks' of vouchers are held until the 15th of the month to be accessed by clients of Catholic Community Services' Hispanic Program);
 - Interpretation and translation for clients and nonprofit service agencies;
 - Conducting and arranging workshops such as driver's education, health, anger management, parenting, nutrition, first aid, English as a second language, literary proficiency, budgeting and other life skills;
 - Counseling (individual, group and family) in areas of alcohol and drug abuse, domestic violence, sexual abuse and teen parenting issues.

3. Catholic Community Services will maintain separate statistics on Gresham clients served, ethnic background, income level, and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample reporting form.)
4. Catholic Community Services will maintain a separate accounting or tracking system of Gresham units of service provided to allow verification of units of case management hours billed.
5. Catholic Community Services will maintain programmatic and fiscal documentation on all activities funded with CDBG funds for a minimum of three years after termination of this Agreement.
6. The unit cost will be approximately \$22.28 per hour of case management services.
7. The maximum amount to be allocated shall not exceed \$41,817 for bilingual case management services.

C. Emergency Housing Vouchers

Multnomah County will oversee, administer and conduct the following Emergency Housing Voucher Program services.

1. The County will provide approximately 182 voucher-nights.
2. The County will review requests from intake agencies and maintain a client list to avoid duplication of services during the fiscal year.
3. The County, in conjunction with the Operations Committee, will play a coordinating role in the following activities: shelter availability and referrals; systematizing voucher expenditures between funding sources; and responding to concerns between agencies, funders and vendors.
4. The County will maintain separate statistics on Gresham clients or households served, ethnic background, income level, and female head of households served. Such information shall be reported to Gresham on a quarterly basis. (Exhibit A - "Statistical Report of Services Provided" is a sample form.)
5. The County will maintain a system for tracking funds expended under this agreement.
6. Funds will be used to reimburse actual costs of Emergency Housing Vouchers.
7. The County will maintain programmatic and fiscal documentation on all activities funded with Community Development Block Grant funds for a minimum of three years after termination of this Agreement.
8. The maximum amount to be allocated shall not exceed \$5,542.00 for emergency housing vouchers.

II. Compensation and Method of Payment

Multnomah County will be compensated for the above described services by the Community Development Department of the City of Gresham.

Payments to Multnomah County for services rendered will be made quarterly upon submission of a properly signed Invoice for Services Provided (see Exhibit C, attached to this Agreement). The invoice will specify reimbursement amounts for each of the three projects. The County will maintain subcontractor invoices and Multnomah County receipts for materials and services, etc.

It is agreed that total compensation for the projects shall not exceed SIXTY-SEVEN THOUSAND, EIGHT HUNDRED ONE DOLLARS (\$67,801).

III. Reporting

Multnomah County will ensure that statistical reports of services provided are submitted from the three projects along with the County's Invoice for Services Provided.

IV. Project Managers

- A. Gresham Project Manager shall be Peter von Christierson or such other person as shall be designated in writing by the Director, Community Development Department.
- B. The County Project Manager shall be John Pearson or such other person as designated by the Director, Community and Family Services Division.
- C. Gresham Project Manager is authorized to approve work and billings hereunder.
- D. Gresham Director, Community Development Department is authorized to terminate this Agreement as provided herein and to carry out any other City actions referred to herein.

V. General Contract Provisions

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

Notwithstanding the above, the County shall not be relieved of liability to Gresham for damages sustained by Gresham by virtue of any breach of the Agreement by the County, and Gresham may withhold any payments to the

County for the purpose of setoff until such time as the exact amount of damages due Gresham from the County is determined.

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

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

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

In the event of termination under Section A, Gresham shall provide the County an opportunity for an administrative appeal to the Director, Community Development Department.

D. CHANGES AND EXTENSION. The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Major changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Agreement, signed by the City Manager on behalf of the City. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Community Development Director on behalf of the City.

Significant changes to the scope of work, performance measures, extension of time or increase in amount of Agreement must be approved by the Gresham City Council.

This Agreement may be extended for an additional year if the services to be extended and the amount of funds to be allocated are described in a Council Resolution approving a CDBG Final Statement or Amendment. Such extension shall be incorporated in written amendments to this Agreement, signed by the City Manager on behalf of the City.

E. CONTRACT NONRENEWAL. County understands and agrees that there is no representation, implication or understanding that the services provided by the County under this Agreement will be purchased by the City under a new contract following expiration or termination of the Agreement, and waives all rights or claims to notice or hearing respecting any failure to continue purchase of all or any such services from the County.

F. NON-DISCRIMINATION. During the performance of this Agreement, the County agrees as follows:

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

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

H. ACCESS TO RECORDS. Gresham, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, general organizational and administrative information, documents, papers, and records of the County which are directly pertinent to this Agreement, for the purpose of making audit or monitoring, examination, excerpts, and transcriptions. All required records must be maintained by the County for three years after Gresham makes final payments and all other pending matters are closed.

I. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to Gresham. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for three years from the date of completion or termination of this Agreement. Gresham or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

J. AUDIT OF PAYMENTS. Gresham, either directly or through a designated representative, may audit the records of the County at any time during the 3 year period established by Section H above.

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

K. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, the County shall hold harmless, defend, and indemnify Gresham and Gresham's officers, agents and employees

against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this Agreement.

L. LIABILITY INSURANCE. The County is self-insured as provided by Oregon law.

M. WORKER'S COMPENSATION INSURANCE.

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

(b) In the event the County's workers' compensation insurance coverage is due to expire during the term of this Agreement, the County agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the County agrees to provide Gresham such further certification of workers' compensation insurance as renewals of said insurance occur.

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

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

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

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

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

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

No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this Agreement or the proceeds. Use of Agreement funds to pay personnel costs itemized in Agreement is exempted from this requirement.

No Gresham officer or employees who participated in the award of this Agreement shall be employed by the County during the Agreement. On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

- Q. CONTRACT ADMINISTRATION. 24 CFR 570.502(a). The County shall comply with the applicable provisions of OMB Circular Nos. A-87, A-128, and 24 CFR Part 85 as described by 24 CFR 570.502(a) and 570.610.

- R. OREGON LAW AND FORUM. This Agreement shall be construed according to the law of the State of Oregon.

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

- S. AVAILABILITY OF FUNDS. It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided to Gresham through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to Gresham as a result of federal action, Gresham reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- T. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the subcontractor provided that it shall be used exclusively for CDBG eligible activities as defined in 24 CFR 570.

U. COMPLIANCE WITH LAWS. In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations. For Community Development Block Grant-funded projects, the County shall carry out its activities in compliance with 24 CFR 570 Subpart K, excepting the responsibilities identified in 24 CFR 570.604 and 570.612.

In the event that the County provides goods or services to Gresham in the aggregate in excess of \$2,500 per fiscal year, the County agrees it has complied with Gresham's Equal Employment Opportunity certification process.

V. MONITORING. Gresham through the Community Revitalization Program shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this Agreement.

W. EXPIRATION/REVERSION OF ASSETS. For Community Development Block Grant-funded projects, the County shall comply with the Reversion of Assets provision of 24 CFR 570.503 (b) (8).

X. MINIMIZING DISPLACEMENT. The County assures that it will take all reasonable steps to minimize the displacement of persons as a result of this Agreement, and shall comply with the applicable provisions of 24 CFR 570.606 or 576.80.

Y. PROGRAM ACCESS BY THE DISABLED. The County shall, to the maximum feasible extent, follow Gresham's Citizen Participation guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

Z. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

AA. INTEGRATION. This agreement contains the entire agreement between Gresham and the Contractor and supersedes all prior written or oral discussions or agreements.

BB. FUND-RAISING. Gresham-funded dollars may be used to cover expenses directly related to the contracted project. Costs associated with general agency fund-raising activities are not eligible.

CC. PUBLICITY. Publicity regarding the project shall note participation of Gresham through the Community Revitalization Program.

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

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

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

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

V. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1994 and shall remain in effect during any period the County has control over Federal funds, including program income. The Agreement shall terminate as of June 30, 1995, or later if extended under the terms stated in Section IV (d).

Dated this _____ day of _____, 1994.

CITY OF GRESHAM

MULTNOMAH COUNTY

Gussie McRobert, Mayor

Bonnie R. Kraft, City Manager

Beverly Stein, Chair

APPROVED AS TO FORM:

REVIEWED:

Richard Faus
City Attorney

Laurence Kressel
County Counsel

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: MICHAEL J. GILSDORF
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: September 16, 1996

REQUESTED PLACEMENT DATE: September 26, 1995

RE: Emergency Management - State and Local Assistance (SLA) Agreement - 1997

I. Recommendation/Action Requested:

Approval of the State and Local Assistance (SLA) Agreement for Fiscal Year 1997.

II. Background/Analysis:

The State and Local Assistance (SLA) program is an agreement between Department of State Police, Oregon Emergency Management Division and Multnomah County for participation in the Federal Emergency Management Agency's State and Local Assistance (SLA) Program and to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the SLA program. The local emergency management program must address four minimal requirements. These requirements must be supported by specific mitigation and preparedness activities identified in the attached Emergency Management Program Workplan which is an integral part of SLA. The State and Local Assistance Agreement is submitted for approval prior to each federal fiscal year.

III. Financial Impact:

The SLA Program allows **up to** 50% reimbursement for eligible costs spent in implementing and maintaining a local emergency management program. Multnomah County has the potential to receive \$56,000 or more in federal grant monies Federal Fiscal Year 1997. Exact grant award will be received after January 1997.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

ORS 401.305 states "Each county of this state shall, . . ., establish an emergency management agency which shall be directly responsible to the executive officer or governing body of the county. Executive Order 192 created the Multnomah County Office of Emergency Management.

VII. Citizen Participation:

None

VIII. Other Government Participation:

City of Fairview, City of Troutdale, City of Wood Village and City of Maywood Park; and Fire Districts 10, 14, and 30. The plan development and reviews, training and exercises for these agencies have been incorporated into this work plan.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 500207

MULTNOMAH COUNTY OREGON

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRFB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-12</u> DATE <u>9/26/96</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Dep. of Support Services Division Emergency Management Date 9-16-96

Contract Originator Michael J. Gilsdorf Phone 251-2466 Bldg/Room 313/203

Administrative Contact MICHAEL J. GILSDORF Phone 251-2466 Bldg/Room 313/203

Description of Contract Intergovernmental Agreement between the Department of State Police Oregon Emergency Management Division (OEMD) and the County of Multnomah to participate in the Federal Emergency Agency's State and Local Assistance (SLA) Program & establishing work plan to receive federal grant monies

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Dep. of State Police Oregon Emergency Mngmt. Division
 Mailing Address 595 Cottage St. NE
Salem, OR. 97310
 Phone (503) 378-2911
 Employer ID# or SS# _____
 Effective Date 10-01-96
 Termination Date 9-30-97
 Original Contract Amount \$ _____
 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 \$ _____

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 September 16, 1996
 Date _____
 Date 9/18/96
 Date September 26, 1996
 Date _____

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

STATE and LOCAL ASSISTANCE (SLA)

ASSISTANCE PROGRAM FY 97

The Department of State Police, Oregon Emergency Management Division (OEMD) and the County of Multnomah, participating in the Federal Emergency Management Agency's State and Local Assistance (SLA) Program, hereby agree to cooperate in the implementation and maintenance of an emergency management program that addresses the potential hazards to the jurisdiction in accordance with the funding requirements of the SLA program.

Minimal basic requirements for participation in the SLA Program include the following elements numbered 1 through 4. Element 5 is optional. These elements will be supported by specific activities identified in the attached Emergency Management Program Workplan which is an integral part of this agreement.

1. Coordination and implementation of a local Integrated Emergency Management System which includes the all-hazard environment approach emphasizing mitigation.
2. Review and update of the emergency management policies, guidelines, and standard operating procedures as identified in the attached function specific workplan.
3. Emergency Operations Plans are to be reviewed, updated and exercised in accordance with FEMA's State and Local Exercise Requirements.
4. The local Emergency Management Program staff will attend related training events during the fiscal year for a minimum combined total of twenty (20) hours.
5. Consistent with local resources and needs, additional activities may be programmed as deemed necessary and appropriate by the Chief Executive Officer.

ADMINISTRATION

The County will submit reports at least quarterly, which list the accomplishment of activities as identified in the Emergency Management Program FY 97 Workplan. If a deviation from the Workplan occurs, such will be explained in the Activity Narrative Section. Where completion of an activity involves production of a tangible product, e.g. Hazard Analysis, Emergency Guidelines, Training Agenda, etc., a copy of that product will be provided to the Oregon Emergency Management Division with the report of the time period in which it was produced or completed.

All funds received through the SLA Program will be provided in accordance with Civil Preparedness Guide 1-3, and will be on a reimbursable basis. Billing submissions must meet the timelines in the OEM Administrative Rules or a reduction in funding will occur. Exceptions will be handled on a case by case basis.

The Chief Executive Officer will approve the Emergency Management Program Workplan and in the final report of the fiscal year must certify completion of the minimum requirements for SLA funding as set forth above.

Failure to complete these minimum requirements may result in elimination of funding for the following year, a demand for the return of funds for the year covered by this agreement, or both.

CERTIFICATION

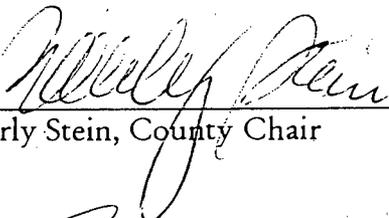
We, the undersigned, do hereby certify that we understand the elements 1 through 4 as previously listed, are the minimum requirements that must be met in order to qualify for SLA funding for the 1997 federal fiscal year (FFY).

At the end of the fiscal year we will provide certification to the Oregon Emergency Management Division that the minimum requirements have been met.

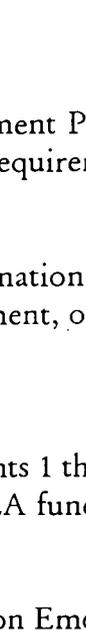
Approved this _____ day of _____, 1996.

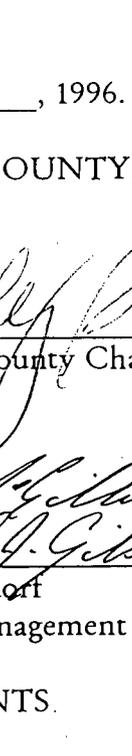
MULTNOMAH COUNTY, OREGON

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-12 DATE 9/26/96
DEB BOGSTAD
BOARD CLERK

By 
Beverly Stein, County Chair

Reviewed:


Laurence Kressel, County Counsel
for Multnomah County


Michael J. Gilsdorf
Emergency Management Administrator

ACKNOWLEDGMENTS

The State of Oregon Emergency Management Division hereby acknowledges the receipt of the Multnomah County Emergency Management Program Workplan for federal fiscal year 1996 and assures the pass through of available funds for eligible items and activities in compliance with the Federal Emergency Management Agency's requirements for SLA funds.

Myra Lee, Director
Oregon State Police
Oregon Emergency Management Division

Date

STATE and LOCAL ASSISTANCE
PROGRAM WORK PLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY97

FUNCTION: TRAINING AND EDUCATION

QUARTER: Yearly Work Plan

FUNCTION DEFINITION:

Development and delivery of training and education activities. Included in this function is formal training designed to teach personnel how to perform specific emergency management job functions, and materials and activities that promote public awareness and educates audiences about all phases of emergency management.

PURPOSE STATEMENT:

To develop a training and education program for your jurisdiction.

Activity #	Description	Qtr	Date	Completed
1.	Conduct an ICS Introduction Class	1	Oct	
2.	Conduct an ICS Operations Section Class	1	Dec	
3.	Conduct an ICS Planning Section Class	2	Feb	
4.	Conduct an ICS Introduction Class	2	Mar	
5.	Conduct an ICS Logistics Section Class	3	Apr	
6.	Conduct an ICS Introduction Class	3	May	
7.	Conduct an ICS Incident Commander Class	3	Jun	
8.	In conjunction with Portland and Gresham Emergency Management, and U.S. Army Corps of Engineers, conduct a Flood Preparedness Workshop.	1	Nov	

9.	Attend SLA regional meeting and Public Officials Conference	2	Feb
10.	Attend SLA regional meeting and Public Officials Conference	3	May
11.	Attend State Emergency Management Conference	4	Sep
12.	Staff attend Basic Skills 1 and 2 course	1	Nov
13.	Staff attend Basic Skills 3 and 5 course	2	Jan
14.	Staff attend Mass Fatalities Incident Planning course	1	Nov
15.	Staff attend Community Emergency Response Team TTT course	3	Apr
16.	Develop and process "Earthquake Proclamation" for County	3	Apr
17	Coordinate County's participation in REMG projects in support of "April Earthquake Preparedness Month"	3	Apr
18.	Coordinate and/or conduct training activities for citizens of Sauvie Island area.	4	Sep
19.	Assist State Exercise Training Officer in presentation of PDS and other courses by serving as an instructor.	4	Sep
20.	In conjunction with Portland and Gresham Emergency Management, develop a CERT training program for all of Multnomah County.	4	Sep
21.	In conjunction with Portland and Gresham Emergency Management, develop and delivery Family Disaster Preparedness Program.	4	Sep

Activity Narrative

FUNCTION: TRAINING AND EDUCATION

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

STATE and LOCAL ASSISTANCE
PROGRAM WORK PLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY97

FUNCTION: **PLANNING**

QUARTER: Yearly Work Plan

FUNCTION DEFINITION:

Development of mitigation, preparedness, response, and recovery plans. Includes vulnerability and hazard avoidance planning and risk assessment. This function also includes supporting government agencies, volunteer organizations, private sector, and organizations with special needs. This includes reviewing, approving and integrating requirements among all agencies and jurisdictions.

PURPOSE STATEMENT:

To develop a Planning strategy for your jurisdiction.

Activity #	Description	Qtrr	Date	Completed
1.	Submit status reports for dam safety plans effecting Multnomah County.	1	Dec	
2.	Develop following EOP hazard specific guidelines.			
	a. Geological Emergencies	1	Dec	
	b. Weather Emergencies	1	Dec	
	c. Hazardous Materials Emergencies	2	Mar	
	d. Fire Emergencies	2	Mar	
	e. Transportation Emergencies	2	Mar	
	f. Utility Emergencies	3	Jun	
	g. Epidemiological Emergencies	3	Jun	
	h. Recreational Emergencies	4	Sep	
	I. Civil Emergencies	4	Sep	
	j. National Emergencies	4	Sep	
3.	Develop Sauvie Island alert and warning system.	1	Dec	

- | | | | |
|-----|---|---|-----|
| 4. | Develop and publish an informational brochure describing the availability and capabilities of Multnomah County's Mobile Incident Command Post vehicle. | 2 | Mar |
| 5. | In conjunction with Gresham Emergency Management, develop EOP guidelines for the east zone of the county. | 4 | Sep |
| 6. | In conjunction with Portland Emergency Management, develop EOP guidelines for the west zone of the county. | 4 | Sep |
| 7. | As a part of REMG, create a committee that has representatives from REMG jurisdictions, OR-OEM, and Oregon Military Department to develop guidelines for the use of Military Liaison Officers during disasters. | 4 | Sep |
| 8. | In conjunction with Portland and Gresham Emergency Management, identify location and ownership of levees and dikes within the County. | 4 | Sep |
| 9. | As a part of REMG, continue participation in Terrorism Task Force to develop response guidelines. | 4 | Sep |
| 10. | In conjunction with Portland and Gresham Emergency Management, identify proposed locations for disaster recovery centers. | 4 | Sep |
| 11. | In conjunction with Portland and Gresham Emergency Management, develop disaster alternate housing options. | 4 | Sep |

Activity Narrative

FUNCTION: **PLANNING**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

STATE and LOCAL ASSISTANCE
PROGRAM WORK PLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY97

FUNCTION: **MITIGATION**

QUARTER: Yearly Work Plan

FUNCTION DEFINITION:

Hazard mitigation is any action taken to eliminate or reduce the risk to human life and property posed by a hazard

PURPOSE STATEMENT:

To develop and implement hazard mitigation plans, projects, or strategies in your jurisdiction.

Activity #	Description	Qtr	Date	Completed
1.	Begin development of long range Strategic Plan for training, exercise, and EOP planning cycle.	4	Sep	
2.	In conjunction with METRO, Multnomah County, and other local governments, assist in the development of a Regional Hazard Mitigation Plan.	4	Sep	

Activity Narrative

FUNCTION: MITIGATION

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

STATE and LOCAL ASSISTANCE
PROGRAM WORK PLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY97

FUNCTION: **RESPONSE AND RECOVERY**

QUARTER: Yearly Work Plan

FUNCTION DEFINITION:

These activities could be pre- or post-emergency activities that are designed to enable your jurisdiction to respond to and recover fully from all identified hazards in your jurisdiction.

PURPOSE STATEMENT:

To develop a Response and Recovery capability for your jurisdiction.

Activity #	Description	Qtr	Date	Completed
1.	In conjunction with METRO and as a part of REMG, continue development of disaster debris management guidelines.	4	Sep	
2.	In conjunction with Portland and Gresham Emergency Management Offices, continue develop of the Multnomah Regional Resource Management System.	4	Sep	

Activity Narrative

FUNCTION: **RESPONSE AND RECOVERY**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

STATE and LOCAL ASSISTANCE
PROGRAM WORK PLAN

JURISDICTION: Multnomah County

FISCAL YEAR: FY97

FUNCTION: EXERCISE

QUARTER: Yearly Work Plan

FUNCTION DEFINITION:

Provides for the design, conduct and evaluation of activities that test the integrated capabilities of organizations to implement their emergency operations plans under simulated emergencies of disaster.

PURPOSE STATEMENT:

To develop an Exercise program for your jurisdiction.

Activity #	Description	Qtr	Date	Completed
1.	Develop 4-year Exercise Plan for FY 1998-2001.	3	Jun	
2.	In conjunction with Gresham Emergency Management, County Transportation Division, the cities of Gresham, Fairview, Troutdale and Wood Village, conduct a east zone major winter storm tabletop exercise.	1	Dec	
3.	In conjunction with Sauvie Island Safety Action Team, (SAT), RFD #30, Portland Emergency Management, and the Rivergate industrial community, conduct tabletop exercise.	2	Mar	
4.	In conjunction with Multnomah County Sheriff's Office, conduct a full-scale search and rescue exercise.	3	Jun	

5.

In conjunction with Gresham
Emergency Management, conduct
east zone tabletop exercises for the
cities of Fairview, Troutdale, and Wood
Village, and RFD #14.

4

Sep

Activity Narrative

FUNCTION: **EXERCISE**

This section should be used to explain completed activities listed on the yearly work plan, list "extra" activities not listed as an activity on the original CCA Work Plan, to issue an explanation of why an activity was not completed and deferred to another quarter, or any other abnormality in regular CCA quarterly reporting. You do not need to use a separate "Activity Narrative" page for each quarter. This may serve as an accumulative report.

1st Quarter Comments:

2nd Quarter Comments:

3rd Quarter Comments:

4th Quarter Comments:

MULTNOMAH BOARD OF COMMISSIONERS 9-26-96

COMMISSIONERS, MY NAME IS DIANNA ROBERTS. I AM THE DIRECTOR OF THE ROCK OF AGES PROVIDERS ASSOCIATIONS REPRESENTING ADULT FOSTER CARE PROVIDERS IN MULTNOMAH COUNTY. I AM, ALSO, A FORMER ADULT FOSTER CARE PROVIDER OF ELEVEN (11) YEARS AND FORMER MEMBER OF THE PORTLAND/MULTNOMAH COUNTY COMMISSION ON AGING.

COMMISSIONER HANSEN, LAST WEEK YOU REFERRED TO MY SPEECH HERE UNDER THE R-I AGENDA AS A 'CHARADE'. I WAS GREATLY OFFENDED BY YOUR REMARK. ACCORDING TO WEBSTERS, A 'CHARADE' IS A PARLOR GAME.

I DON'T GET IN THE SHOWER EVERY THURSDAY MORNING AT 6:00, PUT ON MY MAKEUP, DRIVE ALL THE WAY INTO TOWN AT MY OWN EXPENSE -- NOT MULTNOMAH COUNTY TAXPAYERS -- FOR GAS AND PARKING TO SPEAK TO YOU FOR A MERE THREE (3) MINUTES!!! THIS IS NOT MY IDEA OF A GAME!!! NOR DO I BELIEVE DOES ANY OTHER ADULT FOSTER CARE PROVIDER IN MULTNOMAH COUNTY. I AM ONLY ONE PERSON -- BUT I SPEAK FOR A GREAT MANY PROVIDERS. THERE ARE APPROXIMATELY 700 HOMES AT LAST COUNT.

PLEASE PRINT LEGIBLY!

MEETING DATE 9-26-96

NAME Dianna Roberts
ADDRESS 19390 NE Mult Ct.
STREET PHS
CITY PHS ZIP 97230

I WISH TO SPEAK ON AGENDA ITEM NO. R-I
SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK _____

GROVER SIMMONS, THE ONLY LOBBYIST FOR THE INDUSTRY SPOKE TO YOU EXPRESSING HIS CONCERNS ON JULY 11TH. I PROVIDED EACH OF YOU COPIES OF HIS SPEECH AT THE PUBLIC HEARING AT THE GRESHAM CITY HALL EARLIER THIS YEAR. COMMISSIONER SALTZMAN WAS THE ONLY ONE OF YOU WHO CONFIRMED THAT HE TOOK THE TIME TO VIEW THIS VIDEO.

YESTERDAY THERE WERE FOUR (4) PEOPLE SHOT UP THE STREET A FEW BLOCKS BY A MAN, WHO FELT THAT THE CHURCH OF SCIENTOLOGY HAD RUINED HIS LIFE. ONLY 3-4 YEARS AGO A YOUNG MAN JUMPED OFF ONE OF OUR BRIDGES, BECAUSE YOUR VOTE CLOSED ^{his} AN ADULT FOSTER CARE HOME -- THE ONLY HOME HE HAD EVER KNOWN.

THE PORTLAND/MULTNOMAH COUNTY COMMISSION ON AGING RECOGNIZES 'FORCED REMOVAL FROM THEIR HOME' AS ABUSE. THE AGING SERVICES DIVISION UNDER THE DIRECTION OF JIM MCCONNELL, DAN SALTZMAN AND THE MULTNOMAH COUNTY COMMISSIONERS HAS BEEN DOING THIS TO FRAIL ELDERLY RESIDENTS PRACTICALLY ON A DAILY BASIS FOR YEARS!!!

THERE IS NO SYSTEM WITHIN THE ADULT CARE HOME PROGRAM DESIGNED TO PREVENT THIS TYPE OF ABUSE. THEY USE SANCTIONS AND FINES CARELESSLY TO PUNISH AND RETALIATE WITH NO REGARD TO THE

REPERCUSSIONS TO THE ELDERLY AND THEIR FAMILIES, THE CARE HOME OPERATOR AND THEIR FAMILIES, OR THE CAREGIVERS AND THEIR FAMILIES. THIS IS NOT A SYSTEM, WHICH PROMOTES THE CONTINUED OPERATION OF A HOME. A COMMON RESPONSE FROM STAFF WITHIN THE AGING SERVICES DIVISION IS, 'THAT'S UNFORTUNATE'.

COMMISSIONERS, I DON'T KNOW HOW YOU FEEL ABOUT THIS, BUT THAT'S NOT GOOD ENOUGH FOR ME!!! THERE ARE ADULT FOSTER CARE PROVIDERS IN MULTNOMAH COUNTY THAT WOULDN'T EVEN THINK OF WALKING INTO THE AGING SERVICES DIVISION OFFICES AT 421 S.W. 5TH, FOR FEAR THAT SOMEONE WILL WALK IN BEHIND THEM WITH AN AK-47 AND JUST START SHOOTING EVERYONE IN SIGHT!!!

AND, UNTIL THE SITUATION IMPROVES WITHIN MULTNOMAH COUNTY, I PLAN TO CONTINUE TELEVISED PROGRAMS ON CHANNELS 21 AND 11 ON COMMUNITY HOTLINE AND SPEAK OUT -- AND ANY OTHER SPECIAL COMMUNITY INTEREST PROGRAMS.

**DIANNA ROBERTS
DIRECTOR, ROA PROVIDERS ASSOC.**

Would any of you care to comment?

MEETING DATE: September 26, 1996
AGENDA #: R-2
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Proclamation Proclaiming October, 1996 Breast Cancer Awareness Month

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, September 26, 1996
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Non-Departmental DIVISION: Chair Beverly Stein

CONTACT: Maria Rojo TELEPHONE #: 248-3955
BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: April Lewis and Betty Graham

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

PROCLAMATION Proclaiming the Month of October, 1996 as "BREAST CANCER AWARENESS MONTH" in Multnomah County, Oregon

original to April Lewis & Betty Graham

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:
(OR)
DEPARTMENT
MANAGER:

Beverly Stein

BOARD OF
COUNTY COMMISSIONERS
96 SEP 16 PM 12:25
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

*October is
Breast Cancer
Awareness
Month*



*The Best Protection
Is Early Detection*

*By wearing this pink ribbon as a symbol that I care
I give my full support to women everywhere in hopes
that we all become aware.....
that through education comes early detection and through
research comes a cure we can share.*

00 20

1



Beverly Stein, Multnomah County Chair

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

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

September 19, 1996

MEMORANDUM

TO: Norm, JoAnn, Melinda, Maria, Beverly, Rhys, Eddie, Sharon, Carol, Bill,
Ola, Bob, Deb, Aimee, Delma

FROM: Lynn 

RE: Breast Cancer Awareness

The Board of County Commissioners will have a proclamation before them next Thursday proclaiming October as Breast Cancer Awareness Month in Multnomah County.

You all know that I have had personal experience with breast cancer and understand the devastating effects it can have. For that reason, I am asking you make yourself aware of breast cancer, be responsible about breast exams and encourage your loved ones and friends to stay on top of this issue.

I am attaching a pink ribbon to this memo. Please wear it during the month of October to remind everyone about the importance of early detection. Thank you.



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Proclaiming October, 1996 as) PROCLAMATION
BREAST CANCER AWARENESS) 96-167
MONTH in Multnomah County, Oregon)

WHEREAS, one in eight women will be diagnosed with breast cancer, and

WHEREAS, in Oregon, forty women per week are diagnosed with breast cancer, and

WHEREAS, in Oregon, ten women per week die from breast cancer, and

WHEREAS, through early detection and prompt treatment, deaths can be reduced by as much as one third; and

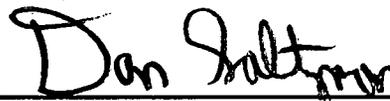
WHEREAS, Multnomah County Breast And Cervical Cancer Partnership is offering free screenings, mammograms and education to promote early detection, specifically among women from high risk groups including women 40 and older; women of color and lesbians; now, therefore

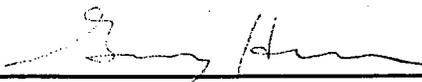
IT IS HEREBY PROCLAIMED, that the Multnomah County Board of Commissioners hereby recognizes the month of October, 1996 as "BREAST CANCER AWARENESS MONTH", and urges all County citizens to fight breast cancer within their families and communities, through education, use of early detection measures and encouragement of further research.

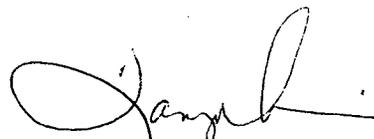
APPROVED this 26th day of September, 1996.

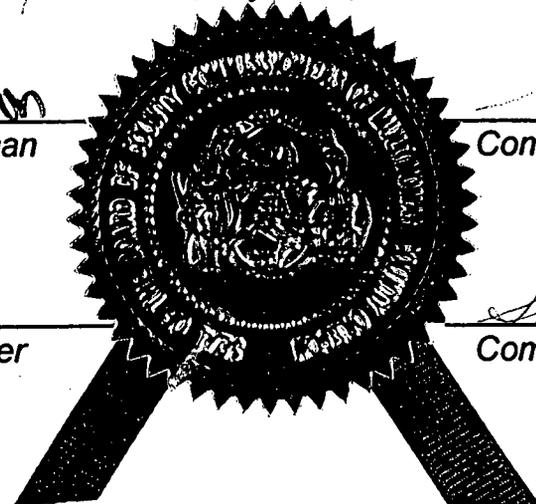
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

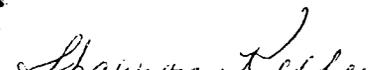

Beverly Stein, Chair


Commissioner Dan Saltzman


Commissioner Gary Hansen


Commissioner Tanya Collier




Commissioner Sharron Kelley

MEETING DATE: SEP 26 1996
AGENDA #: R-3
ESTIMATED START TIME: 9:40

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of 1997 C.A.M.I. Plan

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996
AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Justice Services DIVISION: District Attorney

CONTACT: Kelly Bacon TELEPHONE #: 248-3105
BLDG/ROOM #: 101/600

PERSON(S) MAKING PRESENTATION: Michael D. Schrunk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

APPROVAL OF 1997 C.A.M.I Plan

BOARD OF
COUNTY COMMISSIONERS
96 SEP 11 PM 2:29
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Michael Schrunk
(OR) DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

Office Memorandum

MICHAEL D. SCHRUNK, District Attorney

TO: Board of County Commissioners

FROM: Michael D. Schrunk

DATE: August 28, 1996

REQUESTED PLACEMENT DATE:

RE: Approval of MDT plan for 1997 C.A.M.I. funding

I. Recommendations/Action Requested:

Request for approval of receipt of C.A.M.I. funds to support Multnomah County's multidisciplinary child abuse intervention team.

II. Background/Analysis

Oregon's 1993 Legislature passed HB 5061 which established the Child Abuse Multidisciplinary Intervention (C.A.M.I.) Account. The C.A.M.I. Account provides funds to counties for the development and on-going support of assessment and advocacy centers, as described in ORS 418.790 through 418.792, as well as for the development and maintenance of multidisciplinary investigative child abuse teams (ORS 418.646 through 418.747). The funds are provided through an increase in the unitary assessment fees assessed on persons convicted of a crime, violation, or infraction (excluding parking violations) by justice, municipal, district, circuit, and juvenile courts.

Each MDT must submit a yearly application and plan for C.A.M.I. funds.

III. Financial Impact

It is projected the Multnomah County will receive \$630,979 for the year 1997. No matching funds are required.

IV. Legal Issues:

The MDT consists of several police departments, organizations, and agencies.

V. Controversial Issues:

None

VI. Link to Current County Policies:

Allows Multnomah County to continue implementation of its policy of early and timely child abuse intervention.

VII. Other Government Participation

This is a multi-agency organization including:

Portland Police Bureau
Multnomah County Sheriff's Office
Gresham Police Department
Fairview Police Department
Troutdale Police Department
Oregon State Police
State Office for Services to Children and Families
Department of School Health Services
Multnomah County Health Division
Emanuel Hospital/CARES NORTHWEST
Portland Public School Police
Community Corrections
Multnomah County District Attorney's Office

**MULTNOMAH COUNTY MDT
CHILD ABUSE MULTIDISCIPLINARY
INTERVENTION PLAN FOR 1997**



OVERVIEW

County Name: Multnomah

Date: 9/13/96

Please give a brief summary of the planned use of 1997 CAMI funds.

The overall plan is to continue to improve the professional, consistent, and expeditious intervention, investigation, and prosecution of child abuse in Multnomah County.

WORKSHEET I

County Name: Multnomah

Date: 9/13/96

Coordinated Child Abuse Multidisciplinary Intervention Plan

Statement of Goals

Please include a statement of long (5 year) and short (1-2 year) term goals for your county aimed at the development and maintenance of a quality comprehensive service system for victims. It must address at a minimum, issues of assessment, advocacy and treatment according to ORS 418.746. Indicate whether the team plans to maintain the same goals given in the 1996 application or if these are new goals.

LONG TERM GOAL(S) *(please number)*:

Long term goals should outline the direction or general plan for the MDT in the next five years. If the CAMI plan has changed from last year's application, please indicate those changes and the reason for these changes.

Multnomah County anticipates achieving the following goals by 1999:

1. Streamline and centralize the child abuse reporting and intervention process.
2. Maintain a Tri-County Child Abuse Assessment Center.
3. Expand the Law Enforcement Investigative Task Force to include all law enforcement agencies in Multnomah County.
4. Ensure the availability of temporary care for and assessment of all abused children needing the service during the course of the assessment/investigation.
5. Integrate prosecution of child sex abuse cases between juvenile and adult court systems.

WORKSHEET IA

County Name: Multnomah

Date: 9/13/96

SHORT TERM GOALS (*please number*):

Short term goals should indicate specifically how the long term goals will be achieved in the next one to two years. If there are any changes in the short term goals from those given in last year's CAMI application, please indicate the changes and the reason for them. Explain how funds carried over from last year will be used to meet objectives in this year's plan.

Multnomah County anticipates achieving the following goals by 1997:

1. Combine the three existing child abuse assessment programs into the Tri-County Child Abuse Assessment Center by March 1995.
2. Improve direct victim intervention services for children by completing a series of special projects designed to eliminate trouble spots in the current intervention and investigation process.
3. Provide timely and appropriate social service response to children referred for allegations of child abuse by locating a SOSCF Protective Services Worker with Portland School Police.
4. Provide additional law enforcement investigative services including coverage after hours and on weekends.
5. Purchase equipment, training, resource materials, and supplies to provide MDT members with specialized training and current technology for case management and to upgrade skill levels.
6. Assess Multnomah County shelter care needs for abused children and recommended options for improving shelter services.

SUMMARY PROGRESS REPORT
FOR 1995 CAMI PLAN

<u>LONG AND SHORT TERM GOALS</u>	<u>EXTENT TO WHICH GOAL WAS ACHIEVED</u> (Check one)		
	<u>Fully</u>	<u>Partially</u>	<u>Not at all</u>
1) Long term goal #1		✓	
2) Long term goal #2	✓ (on-going)		
3) Long term goal #3	✓		
4) Long term goal #4		✓ (on-going)	
5) Long term goal #5	✓		
6) Short term goal #1	✓		
7) Short term goal #2	✓		
8) Short term goal #3	✓ (on-going)		
9) Short term goal #4	✓ (on-going)		
10) Short term goal #5	✓ (on-going)		
11) Short term goal #6	✓ (on-going)		

WORKSHEET IIA

County Name: Multnomah

Date: 9/13/96

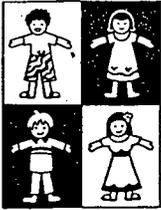
Attach copies of any applications or contracts of private or public agencies from which the MDT plans to purchase services

List those agencies that are applying:

- 1) Gresham Police Department.
- 2) State Office for Services to Children and Families.
- 3) Multnomah County District Attorney's Office.
- 4) Multiple police agencies in Multnomah County (i.e. Portland Police Bureau, Multnomah County Sheriff's Office, Gresham Police Department, Oregon State Police)
- 5) C.A.R.E.S. Northwest.

CARES NORTHWEST

PLEASE NOTE BUDGET REQUEST ADJUSTMENT



CARES NORTHWEST

*Kaiser Permanente
Legacy Emanuel Children's Hospital
OHSU - Doernbecher Children's Hospital*

August 26, 1996

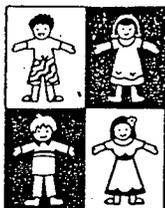
Meredith Morrison
MDT Coordinator/Advocate
1021 SW 4th Ave. RM 600
Portland, Oregon 97204

Dear Ms. Morrison,

At the last CAMI Budget Committee meeting I informed the group that the CARES Northwest Program had reduced our cost of living amount from 3.5% to 3%. When we originally budgeted the amount for 1997 we did not know what Legacy's rate would be. It is now established at 3%. Therefore, we need to readjust this line item. The reduction in our request to the Multnomah County CAMI fund will be \$28,653, or 60% of the COLA savings. Our total request for 1997 is now \$255,530. Thank you again for the tremendous ongoing support of the CARES Northwest Program .

Sincerely,

Emmy Sloan
Administrative Manager
CARES Northwest Program



CARES NORTHWEST

*Kaiser Permanente
Legacy Emanuel Children's Hospital
OHSU - Doernbecher's Children's Hospital*

July 23 , 1996

Meredith Morrison
MDT Coordinator/Advocate
1021 SW 4th Ave. RM 600
Portland, Oregon 97204

Dear Ms. Morrison,

Please find enclosed the CARES Northwest Program 's request for continued CAMI funding for the year 1997. This proposal represents a joint request from the three Health Systems involved in our Program, OHSU-Doernbecher Children's Hospital, Kaiser Permanente and Legacy Emanuel Children's Hospital.

1. Program Description As It Relates To The Long/Short Term Goals

The CARES Northwest Program is now entering its second year as a consortium of the above three Health Systems. Our original short term goal # 1 was "to combine the three existing child abuse assessment programs into one program by March of 1995". This was accomplished and we are now a fully operational combined program.

The long term goal #2 is "to maintain a Tri-County Child Abuse Assessment Center".² This goal is being accomplished. Since the merger we continue to believe that the joint program was clearly in the best interest of the children and families we serve. The Program has maintained the high quality evaluations that it has become known for. Each of the separate Health Systems has brought elements to the Program that have added to the overall expertise of the staff. By incorporating changes to bring more organization and efficiency, we believe our service to the patients and our customers, the MDT agencies, has improved.

At a Governing Board meeting July 2, 1996 the representatives of the three Health Systems agreed to a continuation of the consortium, with the stipulation that the CAMI funding would continue to be available and that a request would be made to the three County MDT's to increase the CAMI funding to cover a 25% portion of the projected 1997 deficit.

2. Desired Outcome For The Program

CARES Northwest
Emanuel Medical Building
2801 N Vancouver Avenue, Suite 201
Portland, Oregon 97227
(503) 331-2100

74

CARES Northwest continues to provide state of the art child abuse examinations and videotaped interviewing. Our aim remains to be to serve all children in the Tri-County area needing this very specialized service. We provide this service to children and families without regard to ability to pay. The Program works diligently to maximize all available financial resources while minimizing the fiscal impact on families, if at all possible.

As noted earlier, the level of clinical practice has been maintained at a high level as a result of the merger. We now appear to have also achieved the goal of consistency between evaluators and programs that was a motivating factor for the collaboration. This consistency of service is not only occurring at the CARES Northwest Program but at the other Kaiser Permanente facilities and to some degree at OHSU. Several written protocols regarding use of CARES Northwest have been developed, as well as more general informational handouts on appropriate child abuse response at the different facilities. It appears the general awareness level regarding child abuse has risen in the medical community as a result of the merger. A recent example is the request by the Doernbecher Journal for an article written by Dr. Jan Bays on CARES Northwest, child abuse assessment and reporting that will be sent to all the OHSU pediatricians. Obviously a secondary benefit to the community of the consortium has been improved and increased communication between these Health Systems. We recently had a contact with the Providence Health Systems, expressing interest in the Program, as well as a willingness to continue to evaluate how they might work more closely with us. This would be particularly helpful for Washington County due to the large number of families utilizing St. Vincent's Hospital.

In last year's CAMI application one of our primary goals was to speed up our report turn around time. This has been accomplished with the addition of a medical transcriptionist position as well as program focus on clinical staff completing their signoffs as quickly as possible. Included in this application is the most recent quality assurance report showing that we are now, as of May of 1996 mailing 89% of the reports within two weeks. A second goal last year was to process and schedule the intakes in a more efficient manner. Our goal was that all children to be seen at CARES Northwest would be scheduled within two weeks of referral 90% of the time. We have also accomplished this, with May 1996 seeing 99% of children scheduled within two weeks.

At the time we submitted last year's CAMI application, we were still projecting to see 1600 children a year at CARES Northwest. It became clear in the Fall of 1995 that at least for 1995, we had overestimated the volume. We completed 1995 seeing 1192 children. Based upon a clear belief that it was unlikely we would reach the 1600 volume in 1996, the Program initiated a rebudgeting process. The target volume was reduced to 1200 children with a corresponding reduction of 25% direct service and administrative support staff. The only area that actually was enhanced was the clinical supervision of the examiners.

It became apparent that in designing the combined program there had been little consideration of the need for increased supervision and consultation of the examiners. The Program now has eleven examiners in a program with a high liability quotient. There is a need for direct, consistent supervision of the medical staff. A clinical supervisor for the eight interviewers has been onboard for the last two years and this has proven to be an invaluable position. Based upon this demonstrated need, Dr. Jan Bays' Medical Director position was dedicated primarily to

supervision and consultation on serious in-patient abuse cases and response to the Tri-County MDT's need for her medical expertise. In 1997 she will be seeing patients at CARES Northwest one afternoon weekly in addition to her other duties. Dr. Leila Keltner's non-direct patient care service hours were also increased by .2 FTE to support the goal of improved supervision and consultation with the examiners.

With the increased non-direct service hours, Dr. Bays and Dr. Keltner will be able to continue to assure a consistently high level of clinical practice in this very specialized field of child abuse evaluation. They will also have increased capacity to respond to community needs for their input. Examples might be: Presence at MDTs when a difficult case with medical elements is being presented, increased opportunity to consult with local physicians providing child abuse examinations in this area, and focusing efforts on improving the coordination and service delivery between the Emanuel Hospital emergency room and CARES Northwest. It will also be an opportunity for the MDTs to request training and consultation as the need arises during the coming year.

3. Measurable Outcomes

We will continue to utilize the number of children seen at the Program as one measurable outcome of CARES Northwest service delivery. We have come to realize that there will be natural fluctuations in our intake numbers and we are attempting to build in as much flexibility in the staffing as possible to reflect the changes.

Through the Quality Assurance program, both length of time of scheduling and report turn around will be measured. A customer satisfaction survey for LEA/SCF staff was completed and attached to our annual CAMI report. Another survey will be distributed during the August "Shaken Baby" Conference. Comparison of the earlier results and this most recent survey will be included in the 1996 annual report. A patient satisfaction survey is also in the planning.

Both the examiners and the interviewers are involved in a quarterly quality assurance effort. There is both chart review and videotape review and all clinical staff are involved in a peer review, as well. There is a quarterly report generated by both the examiners and interviewers outlining the outcome of the QA project and areas needing focus for improvement.

4. Provider Of Service

The provider of service is the CARES Northwest Program, a collaborative effort of Legacy Emanuel Children's Hospital, Kaiser Permanente and OHSU-Doernbecher Children's Hospital; 2800 N. Vancouver Ave., Suite 201, Portland, Oregon 97227.

5. Timeline for Implementation

The Program is currently fully implemented and operational.

6. Total Estimated Cost Of Program and Amount Of CAMI Funds Requested

The total estimated cost of the CARES Northwest Program in 1997 will be \$1,406,572. Our projected revenue currently is \$1,296,858 leaving a projected deficit of \$104,551. The increased costs are in two primary areas. First, the enhanced hours for Dr. Jan Bays and Dr. Leila Keltner to provide added supervision and consultation. Secondly, the 3.5% COLA increase which is the current Legacy Health Systems increase. We have added no increase for supplies and hope to hold the line in this area. When a 25 % reduction of staffing took place in January of 1996, a corresponding 25% reduction occurred in the majority of line items.

Our CAMI request reflects the continued support of general fund dollars from the three counties. It also reflects an agreement of the CARES Northwest Program Governing Board to assume responsibility for the projected 1997 deficit as follows: A request for coverage of 25% of the projected \$104,551 additional costs will be added to the 1997 requested CAMI funding. The 25% was determined by the Governance Agreement as the percentage of votes each governing Board member controls (MDT representative 25%) and is based upon the original estimate of patients coming to the Program from each entity. Any deficit remaining at the end of 1997 will be divided among the partner Health Systems based upon their agreed upon percentage of responsibility, ie Kaiser Permanente, 24%, Legacy Emanuel, 45% and OHSU, 6%. Legacy Emanuel agrees to continue contributing \$100,000 per year to CARES Northwest and Kaiser Permanente agrees to continue to pay a flat fee of \$550 per child to be seen at the Program. OHSU will continue to contribute \$56,300 per year toward operations.

CARES Northwest is also planning to submit a request to Columbia County MDT CAMI funds to reimburse CARES Northwest for additional costs and program support in seeing the children from their county. Columbia County is in the process of developing an assessment program. In the meanwhile, we saw 17 children last year from that county and 13 so far in the first six months of 1996. We will propose the Columbia CAMI funds pay the difference of our estimated 1997 cost per child of \$1172 and the amount any insurance or Medicaid coverage pays. With our current 36% write-off the request to them might result in a reimbursement of an average of \$750 per child seen at the Program. It is difficult to estimate how much this will generate but appears a fair way to spread the financial responsibility for the Program among the counties most utilizing it.

The amount of funding requested from each county's CAMI fund remains at the same percentage as last year. (60% Multnomah, 20% Clackamas and 20% Washington). There has been some variation of the number of children seen from each county in the first six months of 1996 (Multnomah 373[58%], Clackamas 91 [14%], Washington 139 [22%]) but it does not appear significant or predictable enough to warrant a change in the percentages.

Included in Washington County's CAMI request will be the additional \$30,000 for the leasing of the space utilized by the Family Support Program. Clackamas County Sheriff's office intends to continue the detective position at CARES Northwest, serving Clackamas and Washington County. Portland Police Bureau intends to submit a CAMI request with CARES Northwest Program's support, to fund the currently unfilled CARES Northwest PPB Detective position for one year. This request is based upon cuts they have suffered in CAT team staffing in recent months. Their intention would be to include the position in the 1998 Police Bureau budget.

CARES Northwest Program is also requesting from Clackamas County MDT CAMI funds \$2,110 for a new camera to document physical injuries to children. The camera we have been using is quite old and frequently breaks down. In addition, it does not allow us the ability to photograph the injuries in as close up focus as needed. The newer equipment should produce excellent prints for use in needed medical treatment as well as for evidentiary purposes.

In summary, our 1997 CAMI request for each county is based upon the 1996 figure of \$477,500 total for the three counties, plus the additional 25% of the \$104,551 (\$26,138) for a total of \$503,639. A \$30,000 additional request is included in Washington County's portion to cover lease costs for the mental health program. A \$2,110 request for new camera equipment is included in the Clackamas request resulting in the grand total of \$505,749.

<u>Breakdown By County</u>	<u>Total Requested</u>
<u>Multnomah</u>	\$284,183 ^{adjusted} # 255,530
<u>Washington</u>	124,728
<u>Clackamas</u>	<u>96,838</u>
	\$505,749

It is hoped that this proposal meets the needs of CARES Northwest's three County MDT partners. It is such a pleasure to see the extremely cooperative relationship the three teams have maintained in relationship to CARES Northwest project support. It is our belief that the children and families we all mutually serve are benefiting greatly from this exemplary Region wide effort. Please feel free to contact me at 331-2400 if further clarification is needed.

Sincerely,

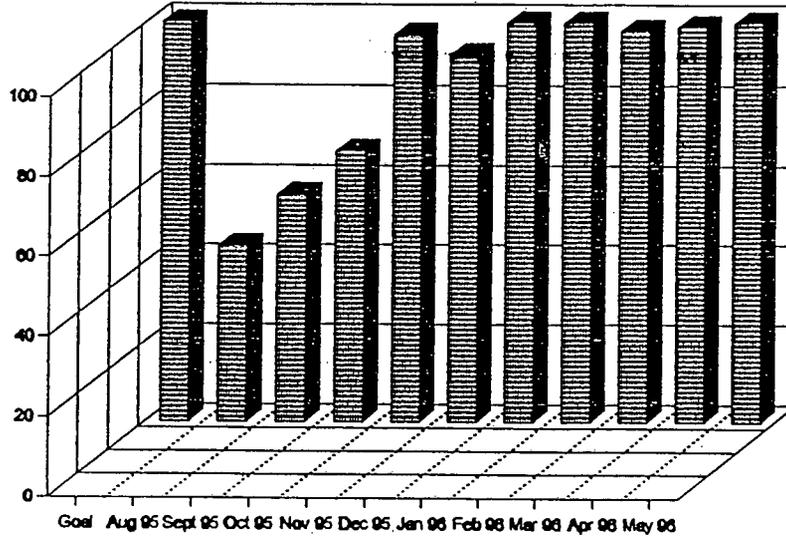


Emmy Sloan
CARES Northwest Program
Administrative Manager

CARES Northwest Quality Improvement Program

Quality Indicator #1: Evaluation will be scheduled within two weeks of referral 90% of time.

Q.I.#1: Eval within 14 Days of Referral

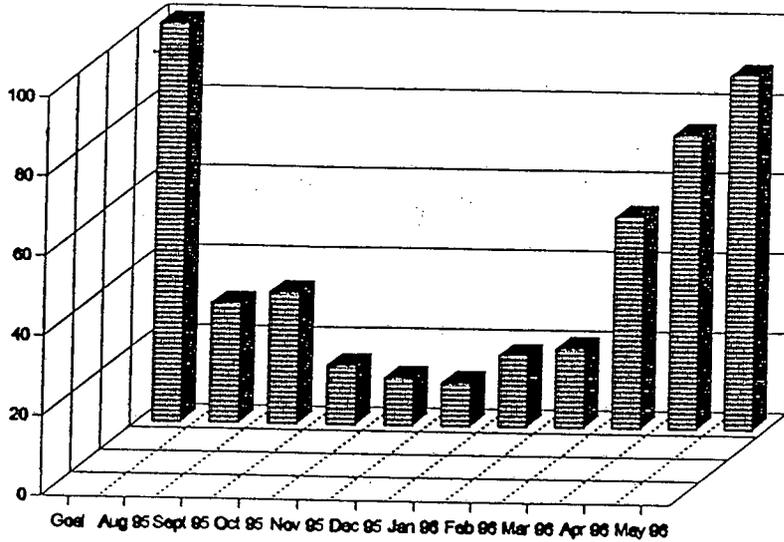


	Evaluation Scheduled within 14 Days of Referral	Evaluation Scheduled Within 15-21 Days of Referral	Evaluation Scheduled Over 21 Days From Referral
Aug 95	44%	23%	30%
Sept 95	57%	13%	30%
Oct 95	68%	11%	21%
Nov 95	97%	3%	0%
Dec 95	92%	4%	0%
Jan 96	100%	0%	0%
Feb 96	100%	0%	0%
Mar 96	98%	2%	0%
Apr 96	99%	1%	0%
May 96	99%	1%	0%

CARES Northwest Quality Improvement Program

Quality Indicator #2 : Evaluation reports will be mailed within 2 weeks of evaluation 90% of the time.

Q.I. #2: Reports Mailed with 14 Days



	Evaluation Reports Mailed Within 14 Days of Eval	Evaluation reports Mailed Within 15-21 Days of Eval	Evaluation Reports Mailed Over 21 Days from Evaluation
Aug 95	30%	37%	33%
Sept 95	33%	38%	29%
Oct 95	15%	33%	52%
Nov 95	12%	16%	72%
Dec 95	11%	12%	77%
Jan 96	18%	29%	53%
Feb 96	20%	33%	47%
Mar 96	53%	34%	13%
Apr 96	74%	8%	18%
May 96 to Date (67% of Reports)	89%	6%	5%

INVESTIGATIVE UNIT (CAT)

- 1. COMPUTER ACQUISITION**
- 2. ADDITIONAL DETECTIVE**
- 3. OVERTIME DETECTIVE**

DATE: August 23, 1996

TO: Ms. Meredith Morrison
MDT Victim Advocate

FROM: Lt. Bret J. Smith *BJS*
Child Abuse Team

SUBJ: CAMI Request for Funds - Computer Cost Update



In my original CAMI grant, I requested \$16,190 in financial assistance for the purchase of computer equipment. At this time, it appears CAT will be receiving computers from recent seizures, from cases done by members of this unit. Some of the computer equipment seized is similar to the computer equipment I requested in the CAMI grant.

Although the main computer equipment is not requested at this time because of the anticipated seized computers, other costs in order to make this program function still need to be met. These are additional costs are above and beyond the seized equipment.

My request for financial assistance at this time is \$5,000. The computer cost breakdown are as follows:

- | | | |
|----|---|-------------|
| 1) | Miscellaneous equipment, accessories and supplies to include disks and photograph duplication at time of prosecution. | \$1500 |
| 2) | ONLINE fees | \$2400/year |
| 3) | Dedicated phone line | \$240/year |
| 4) | Computer station | \$600 |
| 5) | Internal tape back up system | \$260 |
| | Total: | \$5000 |

***CHILD ABUSE TEAM INVESTIGATIVE UNIT
-- Computer Acquisition and Additional Investigator --
Plan for Year 3, January 1997 -- December 1997***

■ ACTIVITY, SERVICE PROGRAM OR PURCHASE

Purchase computer equipment, materials and supplies to provide MDT/CAT members with current as well as specialized computer technology for Child Abuse Investigations and Prevention. This project request will require the additional resources of an investigator assigned to the Child Abuse Team.

The proliferation of pornography and pedophiles on the Internet has increased while there is an observance in the decline in written and visual Child Pornography materials. The reason for this decline is because criminals feel they are safe using computers for their illicit acts.

This is one crime that is clearly illegal, both on and off the Internet. Legally speaking, people who use or provide access to child pornography face the same charges whether the images are digital or on a piece of photographic paper. Computers allow individuals a way to acquire images of children in varying stages of dress and performing a variety of sexual acts.

The Internet is wide open to exploitation. By almost all accounts, there is a lack of law enforcement intervention. Crimes and criminals are left to regulate themselves. There is no law enforcement on the Internet waiting to apprehend offenders or investigate persons who look suspicious.

The Multnomah County Multi-Disciplinary Child Abuse Team (MDT/CAT) foresees a high volume of information in the form of graphics and data collection. This type of collection requires a sophisticated computer system to adequately search, retrieve and store criminal information which will later be used in the prosecution of criminals.

To prepare this application proposal, we have contacted numerous vendors and persons within our organization to determine the long-term needs of this project. After assessing our needs, we feel the attached list of equipment and software will provide CAT the opportunity to develop a program that will allow law enforcement a "first time" opportunity to pro-actively investigate crimes against children. A computer system will be dedicated to detecting and prosecuting offenders and ultimately used for the prevention of child abuse.

Various community agencies share legal responsibility for child protection. One of the goals for MDT/CAT is to prevent the abuse of potential child victims. Access to special resources and cutting-edge projects such as this one will help the community

develop a more effective multi-agency team and strategy development for the intervention when responding to child victims and their families.

The Child Abuse Team currently authorized ten (10) investigative positions from the Portland Police Bureau, one (1) investigative position from Multnomah County Sheriff's Office, one (1) investigative position from the Oregon State Police, and one (1) investigative position from Gresham Police Department, for a total of thirteen (13) investigative positions. From these total investigative positions, one (1) investigator is assigned to the CARES NORTHWEST position located at Legacy Emanuel Children's Hospital.

Anticipated or, at the very least, hopeful investigative positions from Fairview and Troutdale Police Departments have not materialized. This should not be surprising due to the small Police Departments of these cities.

The role and responsibility of CAT has changed since its inception. As of April 1, 1996, the guidelines for investigating child sexual abuse cases changed. CAT investigative responsibilities expanded to include the investigation of sexual abuse where the victim is fourteen (14) years of age and under and the suspect is in a "non-family" role. Prior to April 1, 1996, CAT was responsible for the investigation of child abuse, rape, and sodomy where the suspect is in a "family" role or an adult babysitter or adult child care provider. Since April, there has been an approximate 20% increase in the number of investigated cases by the CAT unit.

Additionally, the Child Abuse Team is now responsible for some child abuse homicide investigations. Because of the investigators' involvement in these homicide cases, it was believed the cases would be best handled by CAT in order to maintain continuity for later prosecution. Prior to this change, the Portland Police Bureau's Homicide Unit investigated all child homicide cases.

It is also clear the number of after hour call outs have substantially increased. From February 6, to December 31, 1995, the number of cases referred/investigated/performed was sixty-four (64). During the first six (6) months of 1996, this unit has exceeded last year's total call out by twenty-one (21) cases. It is expected the number of call outs will continue and surpass last year's total by at least two (2) times the amount.

Currently, there are five (5) CAT Investigative Sergeants from the Portland Police Bureau's Detective Division scheduled for weekend assignment. This general assignment on weekends makes the investigators responsible for additional case loads not associated with the Child Abuse Team. This workload is an additional burden and requires the investigator to spend a good percentage of their time investigating auto thefts or burglaries, for example.

The Portland Police Bureau has taken the lead from the very beginning, making every effort to provide ten (10) investigators at the Child Abuse Team. However, due to budget

and personnel shortages at this time, additional investigators assigned to CAT are not optimistic.

With the additional case load expected from the investigation of computer/Internet crimes as well as the increasing cases currently assigned to CAT, it is determined it would be extremely difficult to effectively manage with less than twelve (12) investigative positions at CAT. A service enhancement of one (1) additional position is needed to successfully operate this project request.

Multnomah County Sheriff, Dan Noelle, has agreed to provide one (1) additional investigator to be assigned to CAT/CARES from the Sheriff's Office beginning January 1, 1997 to June 30, 1997, if funds could be found to support the position. Since this position was not part of the Sheriff's Office original 1996 - 1997 fiscal budget, funds would be needed to pay for this position and to bridge a six (6) month period of time until Sheriff Dan Noelle can request this new position in his 1997 - 1998 fiscal budget. Multnomah County Sheriff's Office will then fund the position for the foreseeable future. Sheriff Dan Noelle said he would be committed to providing an additional investigator at CAT/CARES and will present it to the Multnomah County Commissioners at the next budget process.

THIS RELATES TO LONG/SHORT TERM GOAL#

Short term goal #4

Short term goal #5

DESIRED OUTCOME (BENEFITS)

This project represents a dynamic opportunity that will enable front-line MDT/CAT members to work together on an ongoing basis to identify issues of concern to their community and develop workable solutions. The community will benefit enormously as this project will:

- 1) Improve interagency communication and cooperation.
- 2) Expedite police involvement and response to computer crimes and intervention of child abuse by identifying potential criminal and pro-actively investigate child victim crimes.
- 3) Make use of existing resources and identify new resources.

The MDT/CAT team will benefit by receiving:

- 1) Training and technical advancement and assistance on specialized issues identified by MDT members that are unique to the investigation of computer/Internet crimes related to child abuse.

- 2) Networking with other MDT units and organizations around the country.
- 3) Access to special resources and untapped information (by law enforcement) unique to the computer/Internet industry.

HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?

- 1) Number of investigations performed.
- 2) The number of sexually exploited or abused children reached due to effective and timely intervention.
- 3) Level of participation from CAT members.

PROVIDER OF SERVICE OR ACTIVITY

All law enforcement personnel assigned to the multi-jurisdictional Child Abuse Investigative Team. The computer is for exclusive use of the MDT/Child Abuse Team personnel in child abuse investigations and will be located at the investigative team's office.

WHAT IS YOUR TIME LINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?

This project/program would go into effect January 1997.

TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF CAMI FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM:

Total cost for the project will be \$37,801.00 This includes \$32,801.00 (includes salary and benefits) for one (1) investigator and \$5,000.00 to purchase computer equipment, materials and on-line services.

July 29, 1996

Ms. Meredith Morrison
MDT Victim Advocate
2115 S. E. Morrison St.
Portland, OR 97214

RE: C.A.M.I. Grant Application

Dear Ms. Morrison:

Enclosed is the request for second year funding of the Multnomah County Child Abuse Investigative Team After Hours Overtime Account and the certification for use of the funds. If I can be of any further assistance please do not hesitate to contact me at 248-5152.

Sincerely,

BRET SMITH
Commander
Multnomah County Child Abuse Team
Investigative Unit

BS/dw

c: Chief Deputy District Attorney Helen T. Smith
Captain Gregory E. Clark

CHILD ABUSE TEAM INVESTIGATIVE UNIT
-- CAMI Overtime Callout --
Plan for Year 3, January 1997 -- December 1997

■ ACTIVITY, SERVICE PROGRAM OR PURCHASE

Continue capability for consistent law enforcement investigatory response to reports of child abuse . The established overtime fund provides that specially trained child abuse investigators who are available on a timely basis to respond to child abuse cases and provide training to operational personnel on child abuse investigations.

The CAMI call out program is ongoing and is being continuously monitored by the supervisors of the Child Abuse Team. The need and the effectiveness of the program is becoming more apparent as the request for services for trained MDT/CAT investigators increases.

The unit is making every effort to educate law enforcement officers on proper reporting and investigatory procedures. Roll Call training to Multnomah County law enforcement agencies as well as training at the Oregon State Basic Police Academy are being performed.

Supervisors are on call 24 hours a day to analyze a request for service, making sure each request meets the CAMI criteria. This allows the detective on call to respond in a timely manner after normal working hours. There have been 84 CAMI after hour call outs from January 1, 1996 to June 21, 1996.

The number of after hour call outs during this reporting period is more than twice what it was during the same reporting period last year and represents a higher number than what was reported for the year 1995. From February 6 to August 7, 1995, the number of cases referred/investigated/performed was 36. This is an increase of 48 cases this year for the same reporting period compared to last year. From February 6 to December 31, 1995, the number of cases referred/investigated/performed was 64. The unit has exceeded last year's total call out by 21 cases for this reporting period. It is expected the number of call outs will continue and surpass last year's total by at least two times the amount.

■ THIS RELATES TO LONG/SHORT TERM GOAL #

Long-term goal #3: by 1999, to expand the Law Enforcement Investigative Task Force to include all law enforcement agencies in Multnomah County; and *Short-term goal #4,* by 1997, to provide additional law enforcement investigative services including coverage after hours and on weekends.

■ DESIRED OUTCOME (BENEFITS)

1. Detectives with special training in child abuse investigations are available to respond to allegations of child abuse during evenings and on weekends.
2. Detectives with special training in child abuse investigations provide training to operational personnel.

■ HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?

1. Number of incidents referred.
2. Number of investigations performed.
3. Hours of overtime required.
4. Number of training sessions.

■ PROVIDER OF SERVICE OR ACTIVITY

All law enforcement personnel assigned to the Multi-jurisdictional Child Abuse Investigative Team.

■ WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?

The overtime fund program would go into effect January 1997.

■ TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF C.A.M.I. FUNDS NEEDED FOR THIS ACTIVITY/SERVICE/PROGRAM: \$30,000

GRESHAM DETECTIVE



CITY OF GRESHAM

Police Department
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 661-3000

August 16, 1996

Helen Smith, Chief Deputy District Attorney
CAMI
2115 SE Morrison
Portland, Oregon 97214

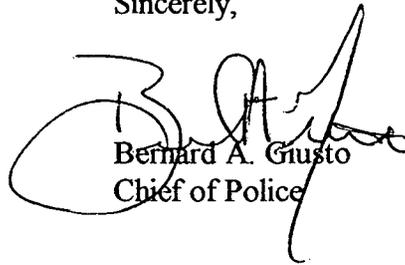
Dear Ms. Smith:

Enclosed you will find the Gresham Police Department's completed application for CAMI funding.

I am firmly committed to the principle and goals of the Multnomah County Child Abuse Multidisciplinary Intervention Plan. It is my intent to honor the agreement made by retired Chief Knori, and fully fund the much needed Gresham MDT/CAT position effective July 1, 1997, if CAMI grant funding will bridge the gap (January 1, 1997 through June 30, 1997).

Thank you for your consideration in this matter.

Sincerely,



Bernard A. Giusto
Chief of Police

CAMI WORKSHEET

Activity, Service and Program Utilizing CAMI funds

REFER: Gresham Police Detective submitted August 1995.

ACTIVITY:

Extends by six months (January 1, 1997 to June 30, 1997) the assignment of a Gresham Police Detective to the Multnomah County Multidisciplinary Child Abuse Team.

1. Provide a description of services or program (relates to long/short term goals)

The City of Gresham Police Department will (beginning fiscal year July 1997) continue to provide one police investigator to the MDT from its own budget. For the period January 1, 1997 to June 30, 1997, one investigator will be provided to the MDT through a CAMI grant extension.

Long term goal #1

By continuing the assignment of an investigator from Gresham Police to the MDT, no interruptions of services or ongoing child abuse investigations will occur.

Long term goal #3

An extension will continue the task force concept of all law enforcement agencies in Multnomah County by preventing the removal (for six months) of a Gresham investigator from the MDT. Gresham Police will then fund the position for the foreseeable future.

Short term goal #1 and #5

These goals are currently being met under the existing CAMI grant which is due to expire December 31, 1996. An extension of six months will maintain Gresham Police presence at the MDT.

2. Desired Outcome for Program

The continued assignment of a Gresham Police investigator to the MDT contributes to the listed goals of the original grant proposal and allows for the ongoing investigative presence without any unnecessary interruptions.

3. Program Measurements

The Gresham investigator currently assigned under the existing CAMI grant contributes

to the MDT by investigating reported child abuse cases. The Child Abuse Team reviewed 272 Gresham cases of suspected abuse during 1995 and over 170 such cases through June of 1996. Year-to-date, the Gresham investigator has been assigned 36 cases of sexual or physical abuse. The continued assignment of a Gresham Police investigator affords a timely and professional response to child abuse case within Multnomah County regardless of the jurisdiction.

4. List Provider of Service/Program:

The provider of this service is the City of Gresham Police Department, currently through an existing CAMI grant.

5. What is the timeline for implementation of this service/program:

This is an ongoing program since January of 1995. With a six month CAMI extension, the program will be self-sufficient by July 1, 1997.

6. Total Estimated Cost

The total cost for a six month extension beyond the grant's termination in December (12/31/96) for one police investigator, including benefits, is \$30,000. After this extension period, all future costs involved in our continuation of this program within the MDT will be budgeted by Gresham Police Department.

VICTIM ADVOCATE/COORDINATOR

**MULTNOMAH COUNTY DISTRICT ATTORNEY'S CAMI PLAN
JANUARY 1997---DECEMBER 1997**

■ **ACTIVITY, SERVICE, PROGRAM OR PURCHASE**

Improve direct victim intervention services by funding a victim advocate/coordinator.

■ **THIS RELATES TO LONG/SHORT TERM GOAL #**

Long-term goal # 1; Short-term goal # 2.

■ **DESIRED OUTCOME**

Identification of obstacles that interfere with prompt intervention and victim services for children and coordination of MDT activities designed to eliminate such obstacles.

■ **HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM, OR PURCHASE?**

1. Number of child victims receiving intervention services.
2. Number of projects identified that streamline, centralize, and support MDT intervention activities.
3. Resource generation.

■ **PROVIDER OF SERVICE OR ACTIVITY**

Multnomah County District Attorney's Office Victim Advocate Program. This position will be responsible for coordinating and facilitating completion of identified projects and will participate in on-going MDT project activities. Staff from participating MDT agencies will also participate in the completion of the projects.

■ **WHAT IS YOUR TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?**

Several projects have already been identified and steps have been initiated towards their completion and/or their on-going effectiveness in achieving MDT goals.

■ **ESTIMATED COST OF PROGRAM/ACTIVITY/SERVICE**

\$55,998

SUMMARY OF MDT VICTIM ADVOCATE/COORDINATOR ACTIVITIES

■ DIRECT VICTIM SERVICES

The advocate is assigned to cases issued by the MDT district attorneys. The advocate monitors the status of the case and maintains close communication with child, parent, SOSCF worker, and DDA during the pendency of the case. Preparation for court testimony includes conferences with the victim, DDA, and advocate plus courtroom visitation. Fortunately, very few of our children actually have to testify at trial because of our high rate of guilty pleas.

Routine services for victims include, but are not limited to:

- Immediate response to children reporting sexual assaults which have occurred with the past 72 hours;
- Assisting in police interviews;
- Coordination with other community agencies in providing services to children and families.
- Providing information about case status, act as a liaison with families, SOSCF, medical personnel, police, and district attorneys.
- Coordinate preparation of child for court appearances.

■ MDT ACTIVITIES

The MDT advocate/coordinator participates in and helps coordinate the MDT operational and executive committee's activities as well as the agency chief's semi-annual meetings. In addition, the advocate/coordinator is active in the following projects designed to support MDT activities:

- Red Flag Reviews
- SCAN Reviews
- Under Twelve Sex Offenders (SIBS) Reviews
- Receiving Home Planning Committee
- Keeping Kids Alive County Committee
- Coordination of MDT Professional Trainings
- Preparation of CAMI Reports and Yearly Plan
- Coordinates Speakers Bureau

MULTI-DISCIPLINARY TEAM STATISTICS

DECEMBER 1995

PAGE 1

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TEAM REVIEW EVENTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
Number of Child Planning	80	67	85	70	55	71	64	77	67	71	73	59	839
Number of SIB Reviews (Sexually Inappropriate Behavior)/Sibling under 12 years of age reviews	8	4	*0	*0	*0	2	37	5	10	10	7	5	88
SCAN Reviews (Suspected Child Abuse and Neglect) Cases	**	**	**	**	**	**	**	1	1	0	0	2	**4
Red Flag Cases Reviewed	**	**	**	**	**	**	**	**	5	3	2	3	**13

*Data not captured

**New information to report beginning August/September 1995

cc: Michael D. Schrunk, District Attorney
 John Bradley, District Attorney's Office
 Helen Smith, District Attorney's Office, (4)
 Charlene Woods, District Attorney's Office
 Alicia Hahn, State Offices for Services to Children and Families
 Lt. Stan Grubbs

YEARLY STATS FOR 1995
FOR THE MULTI-DISCIPLINARY TEAM

PAGE 2

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DECEMBER 1995

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
GRAND TOTAL CASES	522	520	639	501	589	622	674	555	560	*255	*257	*201	5,895
TOTAL NUMBER CHILDREN	678	686	836	643	822	800	851	742	721	*363	*385	*316	7,843
Allegations													
Sex Abuse	140	109	187	73	112	189	182	107	101	*39	*39	*36	1,314
Threat of Harm from Sex Abuse	32	46	25	70	48	27	23	43	77	*39	*37	*30	497
Physical Abuse	200	231	241	277	239	245	179	221	79	*80	*83	*55	2,130
Neglect	155	180	212	103	169	195	185	176	154	*108	*116	*107	1,860
Threat of Harm Domestic Violence	78	76	54	55	70	73	64	94	120	*39	*56	*58	837
Baby Born Drug Affected	12	5	5	6	7	10	13	0	13	*12	*10	*8	101
Threat of Harm/Other	114	106	164	215	224	128	124	216	152	*82	*94	*54	1,673

* CALCULATED PRELIMS AND OPEN CASES ONLY
**10/95 NO LONGER CALCULATING CLOSED CASES OR NEF'S

TRAINING, SUPPLIES, RESOURCES, ETC

MULTNOMAH COUNTY DISTRICT ATTORNEY'S CAMI PLAN JANUARY 1997---DECEMBER 1997

■ ACTIVITY, SERVICE, PROGRAM, OR PURCHASE

Purchase training, equipment, video tapes, speakers, library materials and supplies to provide MDT members with specialized training not otherwise available, current technology for case and project management, and to upgrade skill levels.

■ THIS RELATES TO LONG/SHORT TERM GOAL

Long-term goal # 1; Short-term goal # 5

■ DESIRED OUTCOME

The ultimate outcome expected from this program is the upgrading of skills of MDT members involved in assessment and intervention services. Though there have been additional training opportunities for some MDT members, due to the large number of MDT agencies in Multnomah County, there are other MDT members who have not had the opportunity to participate individually and/or in teams in advanced training programs. This program would allow the MDT to have the added benefit of sending teams to training programs when other funds are not available. This would also allow equipment and technology for effective case management and tracking purposes. Lastly, it would allow the MDT to bring in speakers, purchase video tapes and other library and reference materials pertinent to assessment and intervention for circulation among MDT members.

■ HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?

1. Level of participation in team and individual trainings.
2. Number of sessions where MDT members who participated in the supplemental training report training highlights to MDT member agencies.
3. Team members trained in and effectively utilizing computer technology.
4. Speakers, video tapes, resource and reference materials available to MDT members.

■ PROVIDER OF SERVICE OR ACTIVITY

Requests for specialized training and/or other resources will be reviewed by the MDT. The Chair of the MDT will authorize expenditures for training, resource materials, equipment or other utilization of the resource fund. The Multnomah County District Attorney's Office will disburse the funds. Examples of anticipated expenses are attached.

■ WHAT IS TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?

The program fund will become available in January, 1997.

■ ESTIMATED COST OF PROGRAM

\$25,000 is the estimated cost for this program. The budget detailing the possible expenditures is attached.

**BUDGET DETAIL FOR MDT TRAINING, RESOURCE MATERIALS
EQUIPMENT AND SUPPLIES
JANUARY 1997--DECEMBER 1997**

There are several annual training opportunities that the MDT is aware of but it is anticipated that there are additional training offerings that may be particularly suited for participation by a team from MDT. By sending a team to the training there is the added benefit of the participants reinforcing each other following their return as well as the experience of working together as a team under neutral conditions. It is this added benefit in team development that enhances communication among MDT member agencies and contributes to the elimination of barriers to more effective service delivery. This is at the heart of the premier long term goal of the MDT--streamline and centralize the child abuse reporting and intervention process.

Examples of possible training activities include:

1. Annual ASPAC Child Maltreatment Conference: Attendance by four MDT members @ approximately \$1,800 per person for a total of \$7,200.
2. Annual CARES NORTHWEST training for 20 MDT members @ approximately \$135 per person for a total of \$2700.
3. SCAR Child Abuse training in Eugene for four MDT members @ approximately \$360 per person for a total of \$1440.
4. Additional training opportunities specific to MDT purposes for an estimate of \$3500.

Estimated training expenses: \$14,800

Examples of other possible expenditures:

1. Updating technological capabilities, skills and hardware: \$4200
2. Misc. resources to support MDT functions: \$5500
3. Dolls for demonstrative purposes in physical abuse cases: \$500

Estimated total other expenditures: \$10,200

CHN/SUBSTANCE ABUSE SPECIALIST

August 6, 1996

DEPARTMENT OF
HUMAN
RESOURCES



State Office for
SERVICES TO
CHILDREN
AND FAMILIES

St. Johns Branch

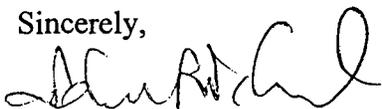
Meredith Morrison
Multnomah Multi disciplinary Team
2115 SE Morrison, Rm. #225
Portland, OR 97214

Dear Ms. Morrison:

Enclosed is an application for CAMI funds for 1997 which is being submitted jointly by the State Office for Services to Children and Families (SOSCF/CSD); Multnomah County Department of Community and Family Services; and Multnomah County Health Department. The funds would be used between January 1997 and December 1997 to hire one community health nurse and one substance abuse specialist to work with the protective services units in the St. Johns and the North Northeast branches of SOSCF.

Please contact me if you need additional information. Thank you for your consideration of this proposal.

Sincerely,



John Richmond, LCSW
St. Johns Branch SOSCF
(503)-731-4646 x.207

JR:jg

enc: CAMI Grant application



7825 N Lombard
Portland, OR 97203-3125
(503) 731-4400 106
TDD (503) 731-3455
FAX (503) 731-3363



STATE OF OREGON

INTEROFFICE MEMO

TO: John Barr

FROM: John Richmond
St. Johns Branch
Multnomah County SOSCF\CSD

DATE: August 22, 1996

SUBJECT: CAMI Grant Addendum

I will summarize the information you requested. All the estimates and numbers in this memo are based on service to the St. Johns and the N/NE Branches of SCF.

My estimate of the average number of cases each month that would be appropriate and could be considered for assignment to the team (i.e. new protective services allegation, drug and alcohol abuse present) is 20 cases. This is roughly a quarter of protective services referrals that go to the two Branches each month.

I estimate the maximum number of families that the team could work with at one time and still be effective to be 25 families. I would say the ideal number of families to be active with the team at one time would be 15 to 20 families.

I expect that the average length of time that the team will work with a family to be between 2 and 3 months. Some cases will be resolved and closed after one contact. The longest I expect a case to remain active with the team would be 12 months and this would be very rare.

Any case considered for assignment must have 1) a current protective services allegation and 2) a current or a very recently past substance abuse problem. Highest priority for assignment will be given to cases that are high risk (i.e. physical injury to a child under 5, child fatalities, severe failure to thrive); that are joint responses with law enforcement; that involve drug exposed infants; or that involve severe domestic violence. Other case situations would be considered, if the team caseload is under 25 cases.

C.A.M.I. Application for 1997

1. Program Description and Relation to Multnomah County CAMI Goals

This proposal would place a Community Health Nurse and a Substance Abuse Specialist into the protective services units at the North/Northeast and the St. Johns Branches of the State Office for Services to Children and Families (SOSCF/CSD). The two branches would share one nurse and one substance abuse specialist. This is a joint proposal between Multnomah County Health Department, Multnomah County Department of Community and Family Services; and SOSCF/CSD.

Funding of this proposal would allow for a medical professional and substance abuse professional to join the initial (and at times the immediate) response and investigation conducted by protective services worker and law enforcement officers to some of the highest risk child abuse allegations in Multnomah County. Priority cases for the nurse would include serious physical abuse, especially to preschool children; families with previous child fatalities; drug affected infants; failure to thrive children; and, cases with serious communicable disease issues (such as HIV and hepatitis). Parental substance abuse is a major contributing factor in the majority of child abuse cases. Priority cases for the substance abuse specialist would include any severe physical or sex abuse case where parental substance abuse is suspected; families with previous child fatalities and substance abuse issues; drug affected infants; severe domestic violence cases when substance abuse is suspected.

Activities to be performed by the nurse could include field medical assessments of children, especially infants; field developmental assessments of children; attending drug affected baby staffing at hospitals; parent/child interaction assessments using NCAST and other tools; and helping ensure immediate, appropriate medical assessment and treatment for children taken into protective custody. Activities to be performed by the substance abuse specialist could include taking urine specimens from parents; doing substance abuse assessments on parents and family placement resources early in a case; attending drug affected baby staffings at hospitals; and helping connect parents to appropriate substance abuse treatment programs. The nurse and the substance abuse specialist would be available to respond immediately with protective service workers and law enforcement officers.

This proposal relates to long term goals 1 (streamline and centralize child abuse reporting and intervention process) and 4 (ensure the availability of temporary care for and assessment of all abuse children needing the service during the course of the assessment/investigation). This proposal also relates to short term goal 2 (improve direct victim intervention services for children by completing a series of special projects).

2. Desired Outcome for the Program

This proposal has several anticipated outcomes:

- a. Improving the investigation/assessment of child abuse cases, especially targeting the highest risk cases, by adding the skills and expertise of a nurse and a substance abuse specialist to child protective services units.

- b. Enhancing interagency and multi disciplinary participation in child abuse cases.
- c. Providing an earlier, more comprehensive investigation/assessment of child abuse cases by adding a nurse and substance abuse specialist to the first response of a protective services worker and a police officer.

3. How Will You Measure the Outcome for this Program

The program will be measured by tracking the following:

- a. The number of immediate responses in which nurse and the substance abuse specialist participate.
- b. The number and the type of cases in which the nurse and the substance abuse specialist are active.
- c. The number and type of assessments and referrals for treatment made by the nurse and the substance abuse specialist.

4. Provider of the Service

The nurse would be hired and supervised by Multnomah County Health Department. The substance abuse specialist would be hired and supervised by Multnomah County Department of Community and Family Services.

Office space, phones, pagers, state cars, and office supplies would be provided by SOSCF/CSD.

5. Timeline for Implementation

The proposal can be implemented once necessary intergovernmental contracts are done and the nurse and substance abuse specialist are hired. Hiring can be completed within 65 days of receiving CAMI funding.

6. Cost Estimate

Community Health Nurse: 1 year cost = \$57,600
(Includes salary, benefits, private car mileage, supervision and county administrative costs at \$4,800 per month)

Substance Abuse Specialist: 1 year cost = \$48,000
(Includes salary, benefits, private car mileage, supervision, and county administrative costs at \$4,000 per month)

Program total for one year = \$105,600.

SOSCF/SWING SHIFT SCREENER

Program Description and Relation to Multnomah County CAMI Goals

Professional Screeners Support Volunteers "After Hours" Hotline Immediate Response - CPS Swing Shift Position

SOSCF implemented a six month pilot project in November of 1994. The pilot provided the county with SCF/CPS coverage from 5:00 p.m. through 10:00 p.m., Monday through Friday. The pilot was supported by a "professional" screener who consulted with and assisted the "Waverly volunteer hotline staff."

The overall goal of being more responsive to children at risk, and families in crisis as well as by improving intervention by reducing trauma to children were impacted. Data indicates that joint response cases were resolved in a positive manner, and children were placed only when absolutely necessary. This intervention reduced the level of court involvement, freed law enforcement to pursue other crises and minimized the trauma to children by reducing unnecessary placement.

This proposal would continue funding one swing shift position. The position is scheduled to support, train and consult with the "Waverly" volunteers and facilitate joint response with IR - CPS swingshift workers and LEA on referrals where children were at higher risk and may need placement.

The professional screener position is housed at the Waverly hotline.

The proposal meets the MDT long term goals of streamlining and centralizing the child abuse reporting process by promoting immediate feed back to the volunteer "Waverly" hotline staff regarding needed information and outcomes. The proposal also impacts the availability of temporary care for all children needing the service by ensuring that those resources are only used when no other appropriate resource exists.

Desired Outcome for the Program

This proposal has several anticipated outcomes:

- a. Improve communication, relations between the agencies of SCF and LEA.
- b. Improve the documentation of and child abuse reporting process.
- c. Ensure the availability of temporary care for all children needing the service by offering a more thorough risk assessment, which also identifies family resource which can be utilized to provide a safe environment for the children.
- d. Reduces trauma to children and families.

e. Provide stability when there is volunteer turnover.

How Will You Measure the Outcome for this Program?

The proposal will be measured by:

- a. Reviewing the "quality" of data documented by the "Waverly hotline on 307 referrals.
- b. Monitoring the number of interventions which are defined as successful by LEA and SCF.
- c. Monitor number of children placed during "Swingshift" hours. (See attachment)
- d. The on call managers will receive fewer calls due to the professional on site, responding to hotline calls.

Provider of the Service

The position would be hired by SCF and supervised by a SCF/ CPS Supervisor. All "service and supply" item will be provided by the contracting agency.

Continuation of Program

2 half time professional screeners (equal one FTE), work alternate days to provide coverage and cover the position.

It is proposed that the program expand in January 1997 to cover the weekend hours, coinciding with the hours that the volunteers currently work.

Cost Estimate

Social Service Worker IV: one year cost \$65,136.00.

Goals

Long Term Goal # 1

Streamline and centralize the Child Abuse reporting and intervention process.

Short Term Goal # 2

Improve direct victim intervention services for children by completing a series of special projects designed to eliminate trouble spots in the current intervention and investigative process.

Program Accomplishments

Two professional screeners have been hired to provide on site coverage at the after-hours Waverly Hotline. To date the days and hours covered are Monday through Friday from 5:00 p.m. until 10:00 p.m. . This exactly corresponds with SCF's swing shift coverage. The screeners work directly with the Waverly hotline volunteers providing assistance with screening, consultation and training. They provide a critical link with SCF's swing shift, initiating and facilitating joint immediate response by SCF and LEA. The screeners work with the Waverly volunteers to identify risk factors and to refer appropriate families in crisis for swing shift intervention.

In consultation with the swing shift supervisor, the screeners are able to access SCF history with families and criminal history checks which are critical in decision making regarding intervention with these children and families. This directly relates to our goals of immediate joint intervention, reduction of unnecessary placements and enhanced communication between SCF and LEA.

In case situations in which a joint response is not warranted, the screeners are available to consult and problem solve with police officers in the field. The screeners again consult with the swing shift supervisor to provide SCF history and possible case resolutions to the officers responding alone. This also impacts our goal of reducing unnecessary placements and utilizing family resources for respite and out of home placement when necessary.

The screeners have been trained in the CAMI call-out protocols and work to ensure the volunteers follow them. This results in the immediate response by one or both agencies

Program Accomplishments cont.

with children and families in critical injury cases and sex abuse cases where penetration has been reported to have occurred within the past 72 hours. Thorough risk assessment can be accomplished, need for placement assessed and relatives brought into case planning immediately. Communication between LEA and SCF is improved as both agencies plan together intervention with the family.

The screeners work with the volunteers at Waverly in the accurate documentation of the calls they receive. There has been slow but steady improvement in the 307's generated at the Waverly hotline by capturing needed identifying information about the family referred and clarity in the details and context of the reports. This allows for more timely response with the families when the information is received at the Child Abuse Hotline, the following work day. The main area we continue to work on is LEA notification. This is problematic mainly on the weekends when professional screening coverage is not yet available. The quality of the information on 307's and contact with LEA will continue to be a focus over the next 6 months. With the predictable turn over in volunteer coverage, the screeners are working with inexperienced volunteers in an ongoing basis. They provide concrete, case by case training on the SCF system, child abuse reporting, screening guidelines, risk factors and collaboration with LEA.

During the six month period this program has been in operation there have been 111 cases in which SCF responded on an immediate basis. Out of home placement was necessary in 27 of these cases leaving 84 cases where the children were able to safely remain at home with intervention and safety planning. In the 27 families where the children were placed in protective custody there was a total of 54 children needing placement. Of the 54 children, 41 were placed in foster care and 13 with relatives. There was 1 child placed with a non-custodial parent.

Please see the attached chart which outlines these statistics by month.

Expenditures

Please see attached budget page.

Recommendations

We have already seen the positive impact of having two professional screeners who are knowledgeable of the SCF system and screening of child abuse reports. They have been instrumental in initiating the immediate joint SCF/LEA response in 111 cases.

Recommendations cont.

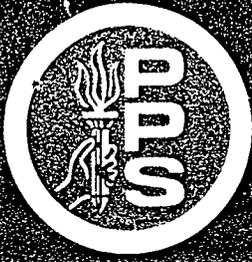
SCF has presented the immediate response program during roll call at all PPB precincts. The immediate response workers believe they have developed positive working relationships with police officers as they work jointly on case after case.

The Managers and Supervisors at SCF have noted the benefits of this program. Difficult, problem situations are being resolved by the screeners, swing shift and LEA when the crisis presents. The position funded by CAMI has been a critical link in this process and initiating immediate intervention for children and families. This position warrants continued funding as the program expands coverage.

**MULTNOMAH COUNTY SWING SHIFT IR
CASE PLACEMENT DATA**

CUST.	IR CASES	CASES W/ PLACMNT	CASES W/O PLACMNT	FC	SREL	NON-
JAN 96	20	5	15	5	2	1
FEB 96	16	4	12	8	2	0
MAR 96	18	3	15	3	0	0
APR 96	20	5	15	9	3	0
MAY 96	20	4	16	8	2	0
JUN 96	17	6	11	8	4	0
TOTAL	111	27	84	41	13	1

SCHOOL POLICE/SOSCF LIAISON



PORTLAND PUBLIC SCHOOLS

501 N. Dixon St. / Portland, Oregon 97227
Phone: (503) 331-3307 — FAX 280-6235
Mailing Address: P.O. Box 3107 / 97208-3107

PORTLAND PUBLIC SCHOOLS POLICE



August 1, 1996

Meredith Morrison
MDT Victim Advocate
2115 S.E. Morrison, rm 225
Portland, Or. 97214

Dear Ms. Morrison,

Enclosed is our application for C.A.M.I. funds for 1997. The funds will be used to continue our current project, which enables a social service worker to be housed at the School Police Office. This request is for a half year only, as SOSCF has agreed to fund the position beginning July 1, 1997. If you have any questions or would like additional information, please do not hesitate to contact us at 331-3307.

Sincerely,

Larry Linne'
Sergeant

L. Mac Lockett
Chief

DEPARTMENT OF
HUMAN
RESOURCES

State Office for
SERVICES TO
CHILDREN
AND FAMILIES
Metro Region Office

August 22, 1996

Ms. Helen Smith
Deputy District Attorney
Chairperson, MDT
1021 SW 4th Ave., Rm. 600
Portland, OR 97204

Dear Ms. Smith:

This letter is in support of the application for CAMI funding for the SOSCF/School Police position through June 30, 1997. In addition, the letter is to convey that it is the intention of SOSCF to seek approval to continue that position beginning July 1, 1997 using its own resources.

Sincerely,



Paul Drews
Metro Region Administrator

cc: John Barr
Alicia Hahn



John A. Kitzhaber
Governor

529 SE Grand Ave.
3rd Floor 119
Portland, OR 97214-2276
(503) 731-3075
FAX (503) 731-3410
TDD (503) 731-3102

WORKSHEET

CAMI APPLICATION JANUARY 1997-JUNE 1997

* ACTIVITY, SERVICE, PROGRAM OR PURCHASE

To complete a pilot project aimed at improving assessment and intervention services for children who are referred to the Portland School Police by mandatory reporters in the schools and community. It is essential that the Portland School Police have more rapid access to SOSCF background information on the more than 700 children referred to them yearly for physical and sexual abuse. It is also imperative that police, SOSCF, school staff and school nurses work together to identify and reduce barriers to the effective assessment and delivery of intervention services.

For this project, a Social Services Specialist will be located at the office of the Portland School Police and will assist School Police staff on prioritizing and assessing child abuse referrals. The specialist will also serve as a liaison to the child abuse hotline to ensure a swift response to sensitive cases. The pilot project will continue to examine and refine current protocols so that children receive timely and appropriate intervention services. The Social Service Specialist position will be supervised by the State Office for Services to Children and Families. It is agreed that this project will continue for six months, at which time, the state Office of Services to Children and Families will fund the position.

* THIS RELATES TO LONG/SHORT TERM GOAL

Long-term goal # 1 and #4; Short-term goal # 3

* DESIRED OUTCOME

This project will identify barriers to effective intervention within school settings. By locating a Social Service Specialist at the Portland School Police it is expected that the information flow between the organizations will be enhanced which will result in improved services to children. Immediate access to the SOSCF IIS case history computer program will result in a reduction in the number of calls to the Child Abuse Hotline.

It is further anticipated that as a result of this pilot effort

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between the School Police and SOSCF, the general protocols can be examined and refined and other school districts could benefit from the "lessons learned" from the project. This will also offer increased opportunities to provide in-service training to all mandatory reporters in the schools which should result in more accurate and timely reporting. In addition, it will allow mandatory reporters a "feedback" system to receive information back on a need to know basis. Joint training opportunities involving School Police and SOSCF workers should enhance relations and ultimately provide a more efficient response to abused children.

* HOW WILL YOU MEASURE THE OUTCOME FOR THIS SPECIFIC SERVICE, PROGRAM OR PURCHASE?

1. The number of assessments and consultations performed by the Social Service Specialist on a monthly basis.
2. The number of calls diverted from the Child Abuse Hotline by direct requests to the Social Service Specialist for SOSCF family history information.
3. The number of in-service and joint training programs provided and the number of mandatory reporters, officers and SOSCF workers participating in the program.
4. The number of barriers to effective and timely intervention identified and either eliminated or minimized by the project.
5. The number of children not taken into protective custody due to immediate family intervention.

* PROVIDER OF SERVICE OR ACTIVITY

The Social Service Specialist is hired and supervised by SOSCF. (See attached job description for the position)

* TIMELINE FOR IMPLEMENTATION OF THIS ACTIVITY, SERVICE, PROGRAM?

Project on-going. SOSCF will fund project beginning July 1, 1997.

* TOTAL ESTIMATED COST OF ACTIVITY AND AMOUNT OF C.A.M.I. FUNDS NEEDED FOR THIS ACTIVITY/SERVICE PROGRAM

Total estimated cost for the project will be \$26,370. This includes \$26,370 for a Social Service Specialist (salary and benefits), \$2010 for the lease of a state vehicle, \$480. for cellular phone rates and \$33. for pager rates.

School Police/CSD Liaison

Job Description

Overall responsibility is to provide liaison services to Portland Public School Police, State Office for Service to Children and Families.

Person responsible for this position must be a SOSCF Social Service Specialist. They have completed SOSCF protective service training and have direct field experience in working with law enforcement officers, victims and perpetrators of abuse and community organizations.

Specific duties include;

1. Screening of child abuse calls received by Portland Public School Police.
 - a. Collect pertinent data, gather background information, order and review case files as needed, determine emergent level.
2. Mutual Problem Solving with reporting party.
 - a. Collaboration with reporting party in regard to optimal approach to situation.
 - b. Development of preliminary plan
 - c. Decision as to level of intervention (home visits, family meetings, observation an/or interview of involved child, referral to community resource, referral to SOSCF intake.
3. Liaison Services.
 - a. Field coordination of immediate response with School Police and SOSCF.
 - b. Immediate availability of field assessment.
 - c. Provide follow-up information to SOSCF, PPSP and reporting party.
 - d. Informal training of reporting parties. Attend principal, CDS and CPS meetings.
 - e. Ongoing information sharing between agencies. Clarifying of goals and perspectives.
4. Consultation and Training.
 - a. Provide joint training as needed and identified by Portland Public School Police and SOSCF.
 - b. Provide ongoing consultation to reporting parties, portland Public School Police and Protective Service Workers.

1997
BUDGET DETAIL

WORKSHEET III

County Name: Multnomah

Date: 9/13/96

SERVICE/ITEM TO BE PURCHASED	AMOUNT OF CAMI FUNDS TO BE USED FOR THIS SERVICE/ITEM	* AMOUNT OF NON- CAMI FUNDS OR IN- KIND CONTRIBUTIONS	SOURCE OF OTHER FUNDS OR CONTRIBUTIONS	PURPOSE OF SERVICE/ITEM
CARES Northwest	\$255,530	\$260,000		Uniform medical assessment services for abused children.
Victim Advocate/ Coordinator	\$55,998	\$766,913		Improve victim intervention services for children.
Investigative Unit	\$67,801	\$996,397		Overtime fund, computer, and MCSO detective.
Gresham Police Detective	\$30,000	\$85,521		Co-locate Gresham PD Detective with Multidisciplinary Child Abuse Investigative team.
Training, resource materials, supplies, equipment	\$25,000			Upgrade technological capabilities and skills of MDT participating agencies.
SOSCF Worker (School Police)	\$26,370	\$5,335,580		Improve referral/service access.
Immediate Response SOSCF	\$65,136			Immediate response worker.
CHN/Substance Abuse Spec.	\$105,600			Medical and substance abuse assessments on children and families.
PROVIDE INFORMATION ON FUNDS CARRIED OVER FROM 1995 YEAR.				
Carryover	\$36,560			

SUBTOTAL CAMI FUNDS	\$ 631,435
SUBTOTAL NON-CAMI OR IN-KIND	\$7,444,411
TOTAL FROM IN-KIND NOT LISTED ABOVE	\$1,495,042
TOTAL FOR 1997 COORDINATED PLAN	\$9,570,888

*PLEASE ESTIMATE DOLLAR VALUE OF IN-KIND CONTRIBUTIONS

A. Carryover funds have been incorporated into the base budget.

There is a projected \$630,979.42 to be allocated to Multnomah County in 1997. We had a carryover of \$36,560 from 1995, so taken together we had \$667,357.42 to plan with for this year's plan. The 1997 plan submitted totals \$631,435 leaving a reserve of \$85,922.42 for other projects we hope to fund next year.

B. Explanation of matching funds:

- \$260,000 - Support of CARES Assessment Services; Mental Health Consultants at CARES.
- \$5,335,580 - SOSCF Hotline and intervention staff.
- \$766,913 - Deputy district attorneys and staff at MDT and Juvenile.
- \$710,856 - School personnel involved in intervention (only .25 of each person).
- \$784,185 - Probation and parole officers in Department of Community Corrections.
- \$996,397 - Child Abuse Investigation Team law enforcement officers at MDT.
- \$85,521 - Gresham detective at MDT.

125

MEETING DATE: SEP 26 1996

AGENDA #: R-4
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Certificate of Achievement for Excellence in Financial Reporting

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: _____

DEPARTMENT: Chair's Office

DIVISION: _____

CONTACT: Maria Rojo de Steffey

TELEPHONE #: 248-3308

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION: Chair Stein

ACTION REQUESTED:

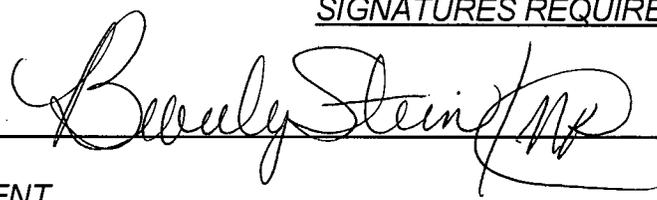
INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Certificate of Achievement for Excellence in Financial Reporting for Fiscal Year Ended June 30, 1995 awarded to Multnomah County Finance Division

SIGNATURES REQUIRED:

ELECTED
OFFICIAL:
(OR)
DEPARTMENT
MANAGER:



BOARD OF
COUNTY COMMISSIONERS
96 SEP 18 PM 12:35
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MEETING DATE: SEP 26 1996

AGENDA #: R-5
ESTIMATED START TIME: 9:50

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Levying Property Taxes for 1996-97

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Budget and Quality

CONTACT: Dave Warren TELEPHONE #: 3822

BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: Dave Warren

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Resolution levying ad valorem taxes for Multnomah County in 1996-97

9/26/96 copies to Dave Warren

BOARD OF
COUNTY COMMISSIONERS
96 SEP 16 PM 12:38
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER: *Sidnie S. Gales*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY, OREGON

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

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

TO: Board of County Commissioners

FROM: Dave Warren *DCW*

TODAY'S DATE: September 16, 1996

REQUESTED PLACEMENT DATE: September 26, 1996

SUBJECT: Levying Property Taxes for 1996-97

I. Recommendation / Action Requested:

Levy property taxes for 1996-97.

II. Background / Analysis:

Statute (ORS 294.435) requires that the Board levy taxes. Statute (ORS 294.435) also provides for the Assessor to grant an extension of the date by which the amount of those taxes is communicated to Assessment and Taxation. In July, Janice Druian granted Multnomah County an extension to file the formal notifications of the amount of property taxes levied for 1996-97 (attached).

This extension allowed us to wait until we know the actual assessed value on the rolls as of July 1 1996 so that we can levy as much of the Public Safety Levy as will be available to us under our agreement with the cities of the county to share the \$10 cap. By September 26, we will know the actual assessed value and will be able to determine the amount of the Public Safety Levy that we can include on tax bills without impinging on our agreements with the cities.

The attached resolution levying taxes is, therefore, a draft. Until September 23 or 24, we will not have actual values with which to work. It is important that the Board levy the taxes on September 26 in order to meet the filing requirements that will enable the tax bills to be produced on time.

III. Financial Impact:

The action authorizes property taxes for the tax base, the voter approved levies, and for debt retirement on the authorized bonds. The known amounts are:

Tax Base within 6% limitation (General Fund)	\$108,400,187
Library Serial Levy Fund	15,250,541
Public Safety Levy Fund	Not yet determined, between \$24.4 and \$29.5 million
Library General Obligation Bonds	5,037,607
Public Safety General Obligation Bonds	<u>7,373,545</u>
Total Levy	between \$160,461,000 and 165,534,000

In July, we believed that by late September it was possible that the amounts to retire bonded indebtedness might be revised downward. However, the potential passage of Measures 46 and 47 in November has caused Finance to proceed with issuing all authorized bonds to avoid legal complications. This means that the levy to cover principle and interest payments on the bonds will be the full certified estimates.

IV. Legal Issues:

None

V. Controversial Issues:

None, that I know of.

VI. Link to Current County Policies:

Intergovernmental agreement with all the cities except Gresham restrict how much the County and the cities will levy so that they do not infringe on each other's property tax receipts.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

As above.



MULTNOMAH COUNTY OREGON

DIVISION OF ASSESSMENT AND TAXATION
421 SW SIXTH, SUITE 210
PORTLAND, OREGON 97204

OFFICE OF THE DIRECTOR (503) 248-3345

FAX # (503) 248-3280

July 17, 1996

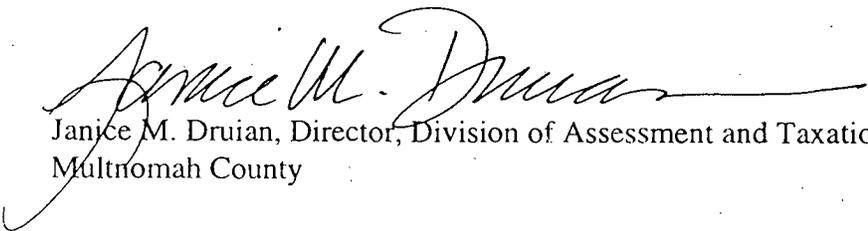
Ms. Beverly Stein, Chair
Multnomah County
1120 SW Fifth, Room 1515
Portland, Oregon 97204

RE: EXTENSION OF DEADLINE TO FILE LB50 CERTIFICATION OF LEVY WITH
MULTNOMAH COUNTY FOR 1996-97

Dear Ms. Stein:

The Multnomah County Division of Assessment and Taxation has received budget documents and reviewed your request to extend the deadline for finalizing with us your LB50 Certification and Form M5 for 1996-97. In view of your special requirements this year, I am extending your deadline to September 27. In order to provide us with preliminary information, please send us updates to your LB50 information when they are available, so that we can be prepared to proceed when levy amounts are finalized. If you are able to file sooner than September 27, please do so. If you need any other assistance, please let me know as soon as possible.

Respectfully,


Janice M. Druian, Director, Division of Assessment and Taxation
Multnomah County

Copies:

Dave Warren, Budget Officer, Multnomah County
John Phillips, Oregon, Department of Revenue
Courtney Wilton, Administrative Officer, Tax Supervising and Conservation Commission
Bob Vroman, Clackamas County
Laurie Malaer, Washington County
Kathy Tuneberg, Multnomah County, Records Management,
Bob Ellis, Assessor, Multnomah County
Marge Hough, Information Services Division, Multnomah County
John Riles, Information Resources, Multnomah County

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem)
 (Property Taxes for Multnomah County,) RESOLUTION _____
 (Oregon for Fiscal Year 1996-97)

WHEREAS on May 4, 1995, the Board of County Commissioners approved the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1996 and ending June 30, 1997, to the Tax Supervising and Conservation Commission; and

WHEREAS on June 7, 1996, the Tax Supervising and Conservation Commission met and discussed the budget,; and

WHEREAS on June 13, 1996 the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1996-97 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of \$ _____ and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1996. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

DRAFT

	Subject to the General Government Limitation	Excluded from the Limitation
Tax Base within 6% limitation (General Fund)	\$ 108,400,187	\$ 0
Library Serial Levy Fund	15,250,541	0
Public Safety Levy Fund	Not yet determined	0
Library General Obligation Bonds	0	5,037,607
Public Safety General Obligation Bonds	<u>0</u>	<u>7,373,545</u>
Category Total	Not yet determined	\$ 12,411,152
 Total Levy	 Not yet determined	

ADOPTED this 26th day of September 1996.

BOARD OF COUNTY
COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

Sandra Duffy for

Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem)
 (Property Taxes for Multnomah County,) RESOLUTION _____
 (Oregon for Fiscal Year 1996-97)

WHEREAS on May 4, 199~~5~~⁶, the Board of County Commissioners approved the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1996 and ending June 30, 1997, to the Tax Supervising and Conservation Commission; and

WHEREAS on June 7, 1996, the Tax Supervising and Conservation Commission met and discussed the budget,; and

WHEREAS on June 13, 1996 the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1996-97 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of \$162,599,880 and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1996. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
Tax Base within 6% limitation (General Fund)	\$ 108,400,187	\$ 0
Library Serial Levy Fund	15,250,541	0
Public Safety Levy Fund	26,538,000	0
Library General Obligation Bonds	0	5,037,607
Public Safety General Obligation Bonds	<u>0</u>	<u>7,373,545</u>
Category Total	\$ 150,188,728	\$ 12,411,152
 Total Levy	 \$162,599,880	

ADOPTED this 26th day of September 1996.

BOARD OF COUNTY
COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR

MULTNOMAH COUNTY

(In the matter of levying Ad Valorem)
 (Property Taxes for Multnomah County,) RESOLUTION 96-168
 (Oregon for Fiscal Year 1996-97)

WHEREAS on May 2, 1996, the Board of County Commissioners approved the budget for Multnomah County, Oregon, for the fiscal year beginning July 1, 1996 and ending June 30, 1997, for submittal to the Tax Supervising and Conservation Commission; and

WHEREAS on June 7, 1996, the Tax Supervising and Conservation Commission met and discussed the budget; and

WHEREAS on June 13, 1996 the Board of County Commissioners adopted the budget for Multnomah County, Oregon for the 1996-97 fiscal year, and that budget provides for ad valorem property taxes levied on all property in Multnomah County;

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners of Multnomah County hereby levies the taxes provided for in the adopted budget in the aggregate amount of \$162,599,880 and that these taxes are levied upon all taxable property within Multnomah County as of 1:00 a.m. July 1, 1996. The following allocation and categorization subject to the limits of section 11b, Article XI of the Oregon Constitution make up the aggregate levy:

	Subject to the General Government Limitation	Excluded from the Limitation
Tax Base within 6% limitation (General Fund)	\$ 108,400,187	\$ 0
Library Serial Levy Fund	15,250,541	0
Public Safety Levy Fund	26,538,000	0
Library General Obligation Bonds	0	5,037,607
Public Safety General Obligation Bonds	<u>0</u>	<u>7,373,545</u>
Category Total	\$ 150,188,728	\$ 12,411,152
 Total Levy	 \$162,599,880	

ADOPTED this 26th day of September 1996.



BOARD OF COUNTY
COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein, Chair

REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

MEETING DATE: SEP 26 1996

AGENDA NO: R-6

ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Intergovernmental Agreement IGA with the City of Gresham for the Traffic Signal Coordination and Optimization Project

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

REGULAR MEETING: Date Requested: September 26, 1996
Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation and Land Use Planning

CONTACT: John Dorst TELEPHONE #: 248-3599
BLDG/ROOM #: 425/ENG

PERSON(S) MAKING PRESENTATION: John Dorst

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Approval of an Intergovernmental Agreement with the City of Gresham for a Traffic Signal Coordination and Optimization Project.

9/27/96 ORIGINALS TO CATHY KAAMER; COPY TO MYRNA BLANCHARD

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Larry F. Nicholas

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 19 AM 7:44

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Larry F. Nicholas, P.E., DES Director
John Dorst, Engineering Services Administrator *JND*

TODAY'S DATE: September 10, 1996

REQUESTED PLACEMENT DATE: September 26, 1996

RE: IGA with the City of Gresham for Traffic Signal Coordination and Optimization

I. Recommendation/Action Requested

Approval of this Intergovernmental Agreement is recommended by the County Engineer.

II. Background/Analysis:

This project has been developed through the Traffic Signal System and Communications Master Plan, October 1995, a joint project by the city of Gresham and Multnomah County. This project, Phase One of the Master Plan, will consist of a construction contract for installing interconnect cable linking 32 signalized intersections in the City and a consultant contract to provide signal timing at 24 of the intersections and integrate the intersections into a coordinated system.

III. Financial Impact:

The City of Gresham has obtained \$300,000 of federal funds from the Congestion Management and Air Quality Program (CMAQ). A maximum of \$40,000 is required from the Transportation budget to match these federal funds. The Mt. Hood Cable Regulatory Commission and Paragon Cable has granted \$73,200 which will be used to purchase equipment and connect the project to the City of Portland's central traffic signal control computer using Paragon facilities as the communication link. There is no match required for this grant.

IV. Legal Issues:

This IGA will be reviewed and approved by counsel before it appears before the board. There are no legal issues anticipated by this office.

V. Controversial Issues:

There are no controversial issues associated with this IGA.

VI. Link to Current County Policies:

This project will improve the traffic flow on County arterials in the City of Gresham. Multnomah County Comprehensive Framework Plan Policy 22 asks that we promote the conservation of energy and use our resources in a more efficient way. This project optimizes existing transportation resources and works toward improved air quality. This project also links to Policy 32, giving first priority to capital maintenance and facility upgrades. Policy 33a charges us to protect or enhance air quality while implementing a balanced, safe and efficient system. This proposal is supported and linked throughout county policy.

VII. Citizen Participation:

The city of Gresham conducted a city wide survey as part of its transportation forum in the spring of 1995. Signal Optimization is generally supported by the citizens within the city.

VIII. Other Government Participation:

The Mt. Hood Cable Regulatory Commission, the Oregon Department of Transportation, the Federal government through the Congestion Management and Air Quality Program and the cities of Gresham and Portland are participating in this project.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Renewal []

Contract # 300407

Prior-Approved Contract Boilerplate: Attached Not Attached

Amendment #

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>9/26/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department: Environmental Services Division: Transportation & Land Use Planning Date: Sept 11, 1996

Contract Originator: John Dorst Phone: 3599 Bldg/Room: #425/Yeon

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

Description of Contract: Intergovernmental Agreement with city of Gresham for traffic signal coordination and optimization.

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

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

Original Contract No. _____ (ONLY FOR ORIGINAL RENEWALS)

<p>Contractor Name: <u>City of Gresham</u></p> <p>Mailing Address: <u>1333 NW Eastman Parkway</u> <u>Gresham OR 97030</u></p> <p>Phone: <u>(503) 661-3000</u></p> <p>Employer ID# or SS#: _____</p> <p>Effective Date: <u>Upon Signature</u></p> <p>Termination Date: <u>Upon Completion</u></p> <p>Original Contract Amount: \$ _____</p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ <u>40,000.00</u></p>	<p>Remittance Address (if different) _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule Terms</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input checked="" type="checkbox"/> Other \$ <u>Net 60</u> <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>
---	--

REQUIRED SIGNATURES:

Department Manager: _____ Date: _____

Purchasing Manager: _____ Date: _____

(Class II Contracts Only)

County Counsel: Sandra Duffy Date: 9-18-96

County Chair/Sheriff: Melvin P. ... Date: September 26, 1996

Contract Administration: _____ Date: _____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC
01	150	030	6550			6110					
02											
03											

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

DISTRIBUTION: Original Signatures - Contract Administration xc: Initiator Finance

INTERGOVERNMENTAL AGREEMENT

Traffic Signal Coordination and Optimization Project

THIS AGREEMENT is made between the City of Gresham, a municipal corporation (City), herein referred to as City, and Multnomah County, a political subdivision of the State of Oregon (County), herein referred to as County.

The Parties Find:

- A. The Traffic Signal System and Communications Master Plan for east Multnomah County, funded jointly by the County and the City, has been completed.
- B. The City has obtained \$300,000 of federal funds from the Congestion Management and Air Quality Program (CMAQ).
- C. The City has entered into an agreement with the Oregon Department of Transportation to implement phase one of the master plan, hereinafter referred to as "project."
- D. The project will consist of a construction contract for installing interconnect cable linking 32 signalized intersections in the City and a consultant contract to provide signal timing at 24 of the intersections and integrate the intersections into a coordinated system.
- E. The traffic signals to be coordinated and optimized by project are owned and maintained by County.
- F. The required match for the federal funds is estimated at \$30,000 for the construction contract and \$10,000 for the consultant contract.
- G. The City has obtained a grant from the Mt. Hood Cable Regulatory Commission and Paragon Cable for \$73,200 which will be used to purchase equipment and connect the project to the City of Portland's central traffic signal control computer using the Paragon facilities as the communication link. There is no match required for this grant.

The Parties agree as follows:

- 1. The County shall pay the required match for the federal funds not to exceed \$40,000 for the total of the construction and the consultant contracts.
- 2. The County shall furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the project.

INTERGOVERNMENTAL AGREEMENT

Traffic Signal Coordination and Optimization Project

Page 2

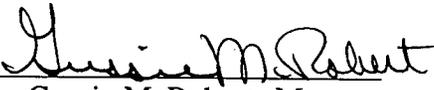
3. The City shall reimburse the County for all construction engineering, field testing of materials, technical inspection and project manager services for administration of the project from the federal funds, not to exceed \$40,000.
4. The County shall, upon completion of the project, take ownership and maintain the facilities at its own expense except for the computer terminal and printer furnished by the project to the City.
5. The County shall, upon completion of the project, retain complete jurisdiction and control of the timing established for operation of the traffic signals.
6. The City shall pay for all costs of providing data and video communication between the East County area field "hub" communication sites and city of Portland's central traffic signal control computer, and to connect the city of Gresham and Multnomah County work stations to the city of Portland's central traffic signal control computer, not to exceed the amount of the Paragon Cable grant, \$73,200.
7. The County shall compile accurate cost accounting records and submit bills to the City no later than 60 days after incurring costs. City shall pay County within 60 days after receiving bills from County.
8. County and City shall conduct a final inspection of Project.
9. County and City shall co-manage consultant contract for integrating the intersections into a coordinated system.
10. The City shall indemnify the County for, and hold the County harmless from, all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents with respect to this agreement.
11. The County shall indemnify the City for, and hold the City harmless from, all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this agreement.
12. The County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

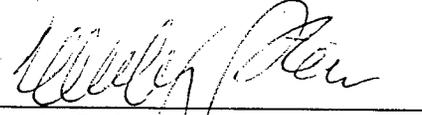
INTERGOVERNMENTAL AGREEMENT
Traffic Signal Coordination and Optimization Project
Page 3

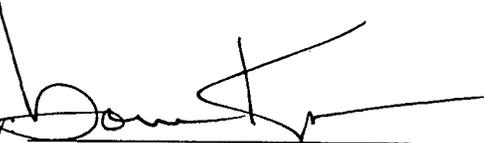
- 13. The City and the County may amend this agreement from time to time by mutual written agreement.
- 14. This Agreement shall be effective as of the date it is signed by both the City and the County and shall terminate five years from that date or upon final payment by City.

CITY OF GRESHAM

MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: 
Gussie McRobert, Mayor

By: 
Beverly Stein, Chair

By: 
Bonnie Kraft, Manager

Date: _____

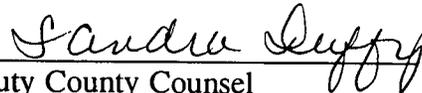
Date: 9/4/96

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

APPROVED AS TO FORM:

By: 
for Thomas Sponsler, City Attorney

By: 
Deputy County Counsel

INTERGOVERNMENTAL AGREEMENT

Traffic Signal Coordination and Optimization Project

THIS AGREEMENT is made between the City of Gresham, a municipal corporation (City), herein referred to as City, and Multnomah County, a political subdivision of the State of Oregon (County), herein referred to as County.

The Parties Find:

- A. The Traffic Signal System and Communications Master Plan for east Multnomah County, funded jointly by the County and the City, has been completed.
- B. The City has obtained \$300,000 of federal funds from the Congestion Management and Air Quality Program (CMAQ).
- C. The City has entered into an agreement with the Oregon Department of Transportation to implement phase one of the master plan, hereinafter referred to as "project."
- D. The project will consist of a construction contract for installing interconnect cable linking 32 signalized intersections in the City and a consultant contract to provide signal timing at 24 of the intersections and integrate the intersections into a coordinated system.
- E. The traffic signals to be coordinated and optimized by project are owned and maintained by County.
- F. The required match for the federal funds is estimated at \$30,000 for the construction contract and \$10,000 for the consultant contract.
- G. The City has obtained a grant from the Mt. Hood Cable Regulatory Commission and Paragon Cable for \$73,200 which will be used to purchase equipment and connect the project to the City of Portland's central traffic signal control computer using the Paragon facilities as the communication link. There is no match required for this grant.

The Parties agree as follows:

- 1. The County shall pay the required match for the federal funds not to exceed \$40,000 for the total of the construction and the consultant contracts.
- 2. The County shall furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the project.

INTERGOVERNMENTAL AGREEMENT

Traffic Signal Coordination and Optimization Project

Page 2

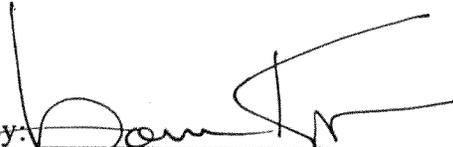
3. The City shall reimburse the County for all construction engineering, field testing of materials, technical inspection and project manager services for administration of the project from the federal funds, not to exceed \$40,000.
4. The County shall, upon completion of the project, take ownership and maintain the facilities at its own expense except for the computer terminal and printer furnished by the project to the City.
5. The County shall, upon completion of the project, retain complete jurisdiction and control of the timing established for operation of the traffic signals.
6. The City shall pay for all costs of providing data and video communication between the East County area field "hub" communication sites and city of Portland's central traffic signal control computer, and to connect the city of Gresham and Multnomah County work stations to the city of Portland's central traffic signal control computer, not to exceed the amount of the Paragon Cable grant, \$73,200.
7. The County shall compile accurate cost accounting records and submit bills to the City no later than 60 days after incurring costs. City shall pay County within 60 days after receiving bills from County.
8. County and City shall conduct a final inspection of Project.
9. County and City shall co-manage consultant contract for integrating the intersections into a coordinated system.
10. The City shall indemnify the County for, and hold the County harmless from, all claims arising out of the negligence or intentional misconduct of the City or the City's officers, employees, or agents with respect to this agreement.
11. The County shall indemnify the City for, and hold the City harmless from, all claims arising out of the negligence or intentional misconduct of the County or the County's officers, employees, or agents with respect to this agreement.
12. The County shall authorize execution of this agreement during a regularly convened session of its Board of County Commissioners.

INTERGOVERNMENTAL AGREEMENT
Traffic Signal Coordination and Optimization Project
Page 3

- 13. The City and the County may amend this agreement from time to time by mutual written agreement.
- 14. This Agreement shall be effective as of the date it is signed by both the City and the County and shall terminate five years from that date or upon final payment by City.

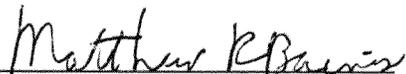
CITY OF GRESHAM

By: 
Gussie McRobert, Mayor

By: 
Bonnie Kraft, Manager

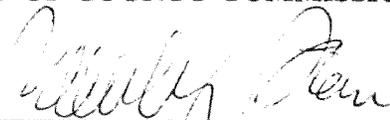
Date: 9/4/96

APPROVED AS TO FORM:

By: 
for Thomas Sponsler, City Attorney

RJCK2056.AGR

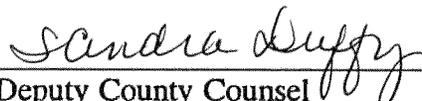
MULTNOMAH COUNTY, OREGON
BOARD OF COUNTY COMMISSIONERS

By: 
Beverly Stein, Chair

Date: September 26, 1996

REVIEWED:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By: 
Deputy County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 9/26/96
DEB BOGSTAD
BOARD CLERK

MEETING DATE: SEP 26 1996

AGENDA #: R-7

ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER NINE TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies for public use.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

*9/30/96 ORIGINAL DEEDS & ORDERS & DEEDS TO
Stephen Kelly* SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: John A. Ellis Larry F. Nicholas

96 SEP 19 AM 10:47
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer nine Tax Foreclosed Properties to the **City of Portland, Bureau of Parks & Recreation** for public or non-housing purposes (public park and recreation places).

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer of the City of Portland, Bureau of Parks & Recreation, shall be approved.

II. Background/Analysis:

On May 3, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Portland Parks & Recreation requested these properties within the sixty days required by ORDINANCE 795, (Section VI, C) on July 2, 1996. The formal request from the City of Portland, Bureau of Parks & Recreation was received on August 1, 1996.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting these property. However, Northeast Community Development Corporation a Non-Profit Housing Developer, submitted two Applications requesting two properties (R-49730-2770 & R-49730-2780) that are proposed to be transferred to the City of Portland, Bureau of Parks and Recreation. ORDINANCE 795 allows Government Agencies to have first priority for obtaining available tax foreclosed properties for public use.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

Please see the attached Status Report for the property requested by the City of Portland, Bureau of Parks & Recreation.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing.

However, Northeast Community Development Corporation may voice their opinion of the City of Portland, Bureau Parks and Recreation obtaining two available Tax Foreclosed Properties within the Nehemiah Housing Opportunity Program area.

Please see the attached letter for NECDC dated August 28, 1996.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks.

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

NECDC

Jaki Walker
Executive Director

Board of Directors

Marvin O'Quinn
Chairperson

Helen Pittman
Vice Chairperson

Ronald May
Secretary

Jeanne Staehli
Treasurer

Carl Talton

George Richardson, Jr.

Steve Seabold

Jess Mc Kinley

Ben Priestley

Ron Herndon
Board Chair
Emeritus

August 28, 1996

Stephen Kelly
Foreclosed Property Coordinator
Multnomah County Tax Title
421 SW 6th Ave. 3rd. Floor
Portland, OR. 97204

Dear Mr. Kelly:

Thank you for the phone call.

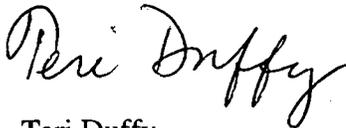
As discussed yesterday, NECDC is anxious to receive eight (8) of the eleven (11) tax foreclosed properties we requested in June, 1996. We are aware that the City of Portland Park Bureau will receive two of the properties that NECDC had requested. It is our understanding that a third property which we also requested has been returned to redemption status and that the former interested party will have one year in which to redeem this property before it can be foreclosed on and returned to the tax title process.

In addition at the same public hearing before the Multnomah County Board of Commissioners, we would also appreciate receiving the 4313 N Kerby Ave (#R-14680-0590) property which we have applied for earlier this week under separate cover. Enclosed is the required NECDC board resolution granting the agency approval to acquire this taxforeclosed property from Multnomah County.

Please notify NECDC as soon as possible when the public hearing for the transfer of these properties is scheduled to go before the Board of County Commissioners. Staff and a member of our Board of Directors wish to attend.

Thanks for your assistance and help in receiving these properties so the agency can continue to produce affordable housing for first time homebuyers.

Sincerely,



Teri Duffy

enclosure

96 AUG 30 PM 3:40
MULTNOMAH CO. OREGON

* STAFF REPORT *

MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1995-96

SEPTEMBER 10, 1996

Please see the Government Agencies, and subject Tax Account Number(s) of their requests, shown below per Ordinance 795:

Gov't Agency: CITY OF PORTLAND-BUREAU OF PARKS AND RECREATION

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-09410-0360	Lot 15, Boundary Acres	\$4,361.97	\$11,542.78	Public Park

Note: This property received one Greenspace Designation.
"P" Park Deficient Area

R-49730-2770	Lot 12, Block 17 Lincoln Park Annex	\$532.10	\$218.44	Public Park
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Note: No Greenspace Designation was assigned to this property.

R-49730-2780	Lot 13, Block 17 Lincoln Park Annex	\$532.10	\$233.44	Public Park
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Note: No Greenspace Designation was assigned to this property.

R-90720-0350	Lot 4, Block 4, Whitwood CT	\$148.76	\$43.44	Public Park
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Note: This property received one Greenspace Designation.
"G" Greenspace Inventory (Parks, Wetlands, Trails)

R-99121-0830	Tax Lot 83, Section 21, 1S 1E	\$2,055.90	\$76.44	Open Space
--------------	----------------------------------	------------	---------	------------

Note: This property received one Greenspace Designation.
"E" Environmental Protections Zone & Environment
Conservation Zone

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-99121-2420	Tax Lot 242 Section 21, 1S 1E	\$2,055.90	\$76.44	Open Space

Note: This property received one Greenspace Designation.
 "E" Environmental Protections Zone & Environment
 Conservation Zone

R-99121-2440	Tax Lot 244 Section 21, 1S 1E	\$2,055.90	\$76.44	Open Space
--------------	----------------------------------	------------	---------	------------

Note: This property received one Greenspace Designation.
 "E" Environmental Protections Zone & Environment
 Conservation Zone

R-99121-2450	Tax Lot 245 Section 21, 1S 1E	\$2,055.90	\$76.44	Open Space
--------------	----------------------------------	------------	---------	------------

Note: This property received one Greenspace Designation.
 "E" Environmental Protections Zone & Environment
 Conservation Zone

R-99121-2460	Tax Lot 246 Section 21, 1S 1E	\$2,055.90	\$76.44	Open Space
--------------	----------------------------------	------------	---------	------------

Note: This property received one Greenspace Designation.
 "E" Environmental Protections Zone & Environment
 Conservation Zone

Totals:		\$15,854.43	\$12,420.30	
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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Approving Requests for)
transfer of Tax Foreclosed Properties to)
City of Portland, Bureau of Parks and) ORDER
Recreation for public purposes)

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to Government Bodies provided the property is used for a public purpose, and,

WHEREAS, City of Portland, Bureau of Parks and Recreation has formally requested the transfer of certain Tax Foreclosed Properties; located in Multnomah County, more particularly described in the attached Exhibit A, and,

WHEREAS, Multnomah County, announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding the property transfer of the above described property, as required under Ordinance 795, and,

WHEREAS, after holding a public hearing on the requested transfer, as required by Multnomah County Ordinance 795, the Multnomah County Board of Commissioners finds the requested transfer of these Tax Foreclosed Properties to be in the public interest.

NOW, THEREFORE, it is ORDERED, that the above described property be transferred, without monetary consideration, to the City of Portland, Bureau of Parks and Recreation, **PROVIDED** that said property shall be used and continue to be used by City of Portland, Bureau of Parks and Recreation for public purposes in the State of Oregon, and should the properties cease to be used for public purposes by the City of Portland, Bureau of Parks and Recreation, the interests of the City of Portland, Bureau of Parks and Recreation shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to the City of Portland, Bureau of Parks and Recreation.

APPROVED this _____ day of _____, 1996.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY _____
Beverly Stein, Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON



EXHIBIT A

To Multnomah County Board Order _____ Relating to Proposed Property Conveyance
to the **CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION:**

(PROPERTY DESCRIPTION)

-
- 1) Lot 15, BOUNDARY ACRES, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-09410-0360; TAX TITLE DEED NUMBER: D971360)
 - 2) Lot 12, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-49730-2770; TAX TITLE DEED NUMBER: D971361)
 - 3) Lot 13, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-49730-2780; TAX TITLE DEED NUMBER: D971362)
 - 4) Lot 4, Block 4, WHITWOOD COURT, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-90720-0350; TAX TITLE DEED NUMBER: D971363)

5) PARCEL A:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37"W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-0830; TAX TITLE DEED NUMBER: D971364)

6) PARCEL B:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 321.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2420; TAX TITLE DEED NUMBER: D971365)

7) PARCEL C:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 241.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2440; TAX TITLE DEED NUMBER: D971366)

8) PARCEL D:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21 Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at an iron pipe on the North line of Capitol Hill, said point being $S89^{\circ}47'E$, a distance of 457.74 feet from an iron pipe at the Northwest corner of Capitol Hill; thence $N13^{\circ}37'W$, a distance of 31 feet to a point on the North line of Nevada Court and the true point of beginning of the tract of land herein to be described; thence $N13^{\circ}37'W$, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to its intersection with the North line of Nevada Court; thence Westerly and following said North line to the point of beginning.

(TAX ACCOUNT #: R-99121-2450; TAX TITLE DEED NUMBER: D971367)

9) PARCEL E:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence $N13^{\circ}37'W$, a distance of 161.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence $N13^{\circ}37'W$, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2460; TAX TITLE DEED NUMBER: D971368)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, Bureau of Parks & Recreation, a municipal corporation of the State of Oregon, Grantee, the following nine separate properties:

- 1) Lot 15, BOUNDARY ACRES, City of Portland, Multnomah County, Oregon (Tax Account #: R-09410-0360; Deed #:D971360)
- 2) Lot 12, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (Tax Account #: R-49730-2770; Deed #: D971361)
- 3) Lot 13, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (Tax Account #: R-49730-2780; Deed #: D971362)
- 4) Lot 4, Block 4, WHITWOOD COURT, City of Portland, Multnomah County, Oregon (Tax Account #: R-90720-0350; Deed #: D971363)
- 5) That certain parcel of property identified as Parcel A, more particularly described in Exhibit A
- 6) That certain parcel of property identified as Parcel B, more particularly described in Exhibit A
- 7) That certain parcel of property identified as Parcel C, more particularly described in Exhibit A
- 8) That certain parcel of property identified as Parcel D, more particularly described in Exhibit A
- 9) That certain parcel of property identified as Parcel E, more particularly described in Exhibit A

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should the properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. These transfers are without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

After recording, return to: 166/300 Tax Title Unit

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

City of Portland
Bureau of Parks & Recreation
1120 SW. 5th Ave. Suite 1302
Portland, Oregon 97204

Dated this _____ day of _____ 1996

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: _____
BEVERLY STEIN
Multnomah County, Chair

Reviewed By:


LAURENCE KRESSEL
Multnomah County Counsel

Approved By:


JANICE DRUIHAN, Director
Division of Assessment
& Taxation

EXHIBIT A

**MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION**

(PROPERTY DESCRIPTION)

PARCEL A:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37"W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-0830; TAX TITLE DEED NUMBER: D971364)

PARCEL B:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 321.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land

herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2420; TAX TITLE DEED NUMBER: D971365)

PARCEL C:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 241.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2440; TAX TITLE DEED NUMBER: D971366)

PARCEL D:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21 Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at an iron pipe on the North line of Capitol Hill, said point being S89°47'E, a distance of 457.74 feet from an iron pipe at the Northwest corner of Capitol Hill; thence N13°37'W, a distance of 31 feet to a point on the North line of Nevada Court and the true point of beginning of the tract of land herein to be described; thence

N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to its intersection with the North line of Nevada Court; thence Westerly and following said North line to the point of beginning.

(TAX ACCOUNT #: R-99121-2450; TAX TITLE DEED NUMBER: D971367)

PARCEL E:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 161.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2460; TAX TITLE DEED NUMBER: D971368)

Action pertaining to R-7

Desire to make change in Board Order and Deed relating to Items 5 through 9 further described as Parcels A through E as more particularly described in the attached Exhibits "A" to both Board Order and Deed.

AMENDMENT #1:

Move to amend both Board Order and Deed respectively, by striking Items # 5 through 9 from the Board Order and Deed and adopt the deed as amended.

BOARD OF
COUNTY COMMISSIONERS
96 SEP 26 AM 9:32
MULTNOMAH COUNTY
OREGON

AMENDMENT #2:

Further move to amend that portion of Board Order and Deed relating to Items 5 through 9, more particularly described as Parcels A through E, in the attached Exhibits "A" to said Order and Deed, as follows:

- 1) To delete reference to "public purpose" as to the Items 5 through 9 in both documents.
- 2) To substitute the following language relating to authorized uses of said Parcels:

Provided that said properties shall be used and continue to be used by the Grantee for a "natural area", defined as follows:

"A landscape unit composed of plant and animal communities, water bodies, soil and rock; devoid of any human-made structures except as herein provided or as provided below:

a) Water control structures for storm water improvement; maintained and managed in such a way as to promote or enhance populations of wildlife."

Should the properties cease to be used as natural areas by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. These transfers are without monetary consideration.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Request for Transfer of)
Four Tax Foreclosed Properties to the) ORDER
City of Portland, Bureau of Parks) 96-169
and Recreation, for Public Purposes)

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of tax foreclosed real property to government bodies, provided the property is used for a public purpose; and

WHEREAS, the City of Portland, Bureau of Parks and Recreation has formally requested the transfer of four tax foreclosed properties located in Multnomah County, Oregon, more particularly described in the attached Exhibit A; and

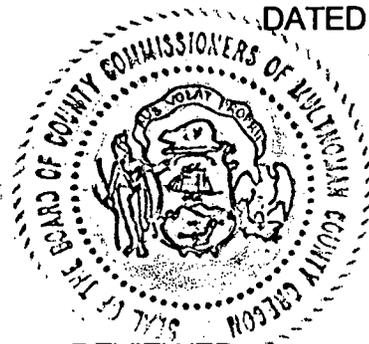
WHEREAS, Multnomah County announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding transfer of the described properties as required under Ordinance 795; and

WHEREAS, after holding a public hearing on the requested transfer, the Multnomah County Board of Commissioners finds the transfer of these four tax foreclosed properties to be in the public interest; now therefore

IT IS HEREBY ORDERED that the four described properties be transferred, without monetary consideration, to the City of Portland, Bureau of Parks and Recreation, **PROVIDED** that the properties shall be used and continue to be used by the City of Portland, Bureau of Parks and Recreation for public purposes in the State of Oregon; and should the properties cease to be used for public purposes by the City of Portland, Bureau of Parks and Recreation, the interests of the City of Portland, Bureau of Parks and Recreation shall automatically terminate and titles shall revert to Multnomah County; and

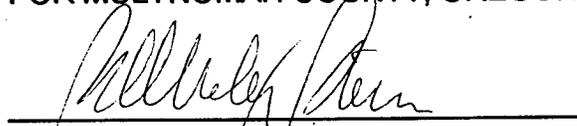
IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of Commissioners is hereby authorized to execute a deed conveying the properties described in the attached Exhibit A to the City of Portland, Bureau of Parks and Recreation.

DATED this 26th day of September, 1996.



REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair


Matthew O. Ryan, Assistant Counsel

EXHIBIT A

To Multnomah County Board Order 96-169 Relating to Proposed Property Conveyance to the
CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION:

(PROPERTY DESCRIPTION)

- 1) Lot 15, BOUNDARY ACRES, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-09410-0360; TAX TITLE DEED NUMBER: D971360)
- 2) Lot 12, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-49730-2770; TAX TITLE DEED NUMBER: D971361)
- 3) Lot 13, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-49730-2780; TAX TITLE DEED NUMBER: D971362)
- 4) Lot 4, Block 4, WHITWOOD COURT, City of Portland, Multnomah County, Oregon (TAX ACCOUNT #: R-90720-0350; TAX TITLE DEED NUMBER: D971363)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, Bureau of Parks & Recreation, a municipal corporation of the State of Oregon, Grantee, the following four separate properties:

- 1) Lot 15, BOUNDARY ACRES, City of Portland, Multnomah County, Oregon (Tax Account #: R-09410-0360; Deed #:D971360)
- 2) Lot 12, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (Tax Account #: R-49730-2770; Deed #: D971361)
- 3) Lot 13, Block 17, LINCOLN PARK ANNEX, City of Portland, Multnomah County, Oregon (Tax Account #: R-49730-2780; Deed #: D971362)
- 4) Lot 4, Block 4, WHITWOOD COURT, City of Portland, Multnomah County, Oregon (Tax Account #: R-90720-0350; Deed #: D971363)

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should the properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. These transfers are without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

City of Portland
Bureau of Parks & Recreation
1120 SW. 5th Ave. Suite 1302
Portland, Oregon 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*
Beverly Stein, Chair

REVIEWED:

By: *Matthew D. Kressel*
for Laurence Kressel, County Counsel
for Multnomah County

APPROVED:

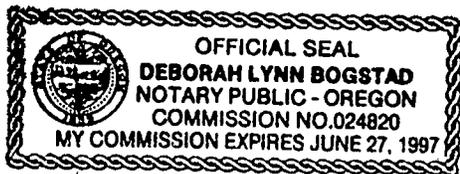
By: *K.A. Juneberg*
Janice Druian, Director
Assessment & Taxation

After recording, return to: 166/300 Tax Title Unit

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 30th day of September, 1996, 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 Multnomah County.

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



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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Approving Request for Transfer of)
Five Tax Foreclosed Properties to the) ORDER
City of Portland, Bureau of Parks) 96-170
and Recreation, for Natural Areas)

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of tax foreclosed real property to government bodies, provided the property is used for a public purpose, including natural areas; and

WHEREAS, the City of Portland, Bureau of Parks and Recreation has formally requested the transfer of five tax foreclosed properties located in Multnomah County, Oregon, more particularly described in the attached Exhibit A; and

WHEREAS, Multnomah County announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding transfer of the described properties as required under Ordinance 795; and

WHEREAS, after holding a public hearing on the requested transfer, the Multnomah County Board of Commissioners finds the transfer of these four tax foreclosed properties to be in the public interest; now therefore

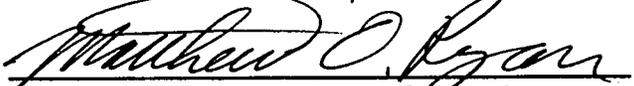
IT IS HEREBY ORDERED that the five described properties be transferred, without monetary consideration, to the City of Portland, Bureau of Parks and Recreation, **PROVIDED** that the properties shall be used and continue to be used by the City for a natural area, defined as follows: "A landscape unit composed of plant and animal communities, water bodies, soil and rock; devoid of any human-made structures except water control structures for storm water improvement, maintained and managed in such a way as to promote or enhance populations of wildlife." Should the properties cease to be used as natural areas by the City, the interests of the City shall automatically terminate and titles shall revert to Multnomah County; and

IT IS FURTHER ORDERED that the Chair of the Multnomah County Board of Commissioners is hereby authorized to execute a deed conveying the properties described in the attached Exhibit A to the City of Portland, Bureau of Parks and Recreation.

DATED this 26th day of September, 1996.



REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON


Matthew O. Ryan, Assistant Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

EXHIBIT A

To Multnomah County Board Order 96-170 Relating to Proposed Property Conveyance to the
CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION:

(PROPERTY DESCRIPTION)

1) PARCEL A:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37"W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-0830; TAX TITLE DEED NUMBER: D971364)

2) PARCEL B:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 321.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line

parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2420; TAX TITLE DEED NUMBER: D971365)

3) PARCEL C:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 241.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2440; TAX TITLE DEED NUMBER: D971366)

4) PARCEL D:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21 Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at an iron pipe on the North line of Capitol Hill, said point being S89°47'E, a distance of 457.74 feet from an iron pipe at the Northwest corner of Capitol Hill; thence N13°37'W, a distance of 31 feet to a point on the North line of Nevada Court and the true point of beginning of the tract of land herein to be described; thence N13°37'W, a distance of 81.53 feet; thence East and on a

line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to its intersection with the North line of Nevada Court; thence Westerly and following said North line to the point of beginning.

(TAX ACCOUNT #: R-99121-2450; TAX TITLE DEED NUMBER: D971367)

5) PARCEL E:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 161.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2460; TAX TITLE DEED NUMBER: D971368)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, Bureau of Parks & Recreation, a municipal corporation of the State of Oregon, Grantee, the following five separate properties:

- 1) That certain parcel of property identified as Parcel A, more particularly described in Exhibit A
- 2) That certain parcel of property identified as Parcel B, more particularly described in Exhibit A
- 3) That certain parcel of property identified as Parcel C, more particularly described in Exhibit A
- 4) That certain parcel of property identified as Parcel D, more particularly described in Exhibit A
- 5) That certain parcel of property identified as Parcel E, more particularly described in Exhibit A

Provided that said properties shall be used and continue to be used by the Grantee for a "natural area", defined as follows:

"A landscape unit composed of plant and animal communities, water bodies, soil and rock; devoid of any human-made structures except as provided below:

- a) Water control structures for storm water improvement; maintained and managed in such a way as to promote or enhance populations of wildlife." Should the properties cease to be used as natural areas by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. These transfers are without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

City of Portland
Bureau of Parks & Recreation
1120 SW. 5th Ave. Suite 1302
Portland, Oregon 97204

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 30th day of September, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By *Beverly Stein*
Beverly Stein Chair

REVIEWED:

By *Matthew O. Ryan*
for Laurence Kressel, County Counsel
for Multnomah County

APPROVED:

By *K. A. Juneberg*
Janice Druian, Director
Assessment & Taxation

After recording, return to: 166/300 Tax Title Unit

EXHIBIT A

**MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
CITY OF PORTLAND, BUREAU OF PARKS AND RECREATION**

(PROPERTY DESCRIPTION)

PARCEL A:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37"W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-0830; TAX TITLE DEED NUMBER: D971364)

PARCEL B:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 321.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West

line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2420; TAX TITLE DEED NUMBER: D971365)

PARCEL C:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 241.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

(TAX ACCOUNT #: R-99121-2440; TAX TITLE DEED NUMBER: D971366)

PARCEL D:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21 Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at an iron pipe on the North line of Capitol Hill, said point being S89°47'E, a distance of 457.74 feet from an iron pipe at the Northwest corner of Capitol Hill; thence N13°37'W, a distance of 31 feet to a point on the North line of Nevada Court and the true point of beginning of the tract of land herein to be described; thence N13°37'W, a distance of 81.53 feet; thence East and on a line parallel with the North line of Nevada Court to its

intersection with the West line of County Road No. 1313; thence Southerly and following said West line to its intersection with the North line of Nevada Court; thence Westerly and following said North line to the point of beginning.

(TAX ACCOUNT #: R-99121-2450; TAX TITLE DEED NUMBER: D971367)

PARCEL E:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 21, Township 1 South, Range 1 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Southwest corner of that tract of land conveyed to Robert J. Thoendel in Book 1319 Page 732; thence N13°37'W, a distance of 161.53 feet; thence East and on a line parallel with the North line of Nevada Court to its intersection with the West line of County Road No. 1313 and the true point of beginning of the tract of land herein to be described: thence Westerly and on a line parallel with the North line of Nevada Court to the West line of property described in Book 1319 Page 732; thence N13°37'W, a distance of 80 feet; thence Easterly on a line parallel with Nevada Court to its intersection with the West line of County Road No. 1313; thence Southerly and following said West line to the point of beginning.

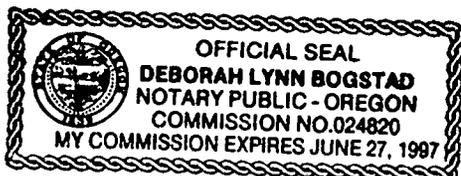
(TAX ACCOUNT #: R-99121-2460; TAX TITLE DEED NUMBER: D971368)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 30th day of September, 1996, 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 Multnomah County.

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

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



MEETING DATE: SEP 26 1996

AGENDA #: R-8

ESTIMATED START TIME: 10:00

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER ONE TAX FORECLOSED PROPERTY TO THE CITY OF PORTLAND, BUREAU OF WATER WORKS FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies for public use.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

9/30/96 ORIGINAL DEED & COPIES OF ALL TO
STEPHEN KELLY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]

(OR)

DEPARTMENT MANAGER: [Signature]

BOARD OF COUNTY COMMISSIONERS
96 SEP 19 AM 10:47
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE Sept 26, 1996

NAME

Teri Liberator, Portland Water

ADDRESS

Port - 1120 SW St^e, Room 1001, Bureau

STREET

Portland, OR 97229

CITY

ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-8

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

32

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Property to the **City of Portland, Bureau of Water Works** for public use or non-housing purposes.

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject request for transfer of this Tax Foreclosed Property, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer of the City of Portland, Bureau of Water Works, shall be approved.

II. Background/Analysis:

On May 3, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, City of Portland, Bureau of Water Works requested this property within the sixty days required by ORDINANCE 795, (Section VI, C). The formal request from the City of Portland, Bureau of Water Works was received on August 16, 1996.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

Please see the attached Status Report for the property requested by the City of Portland, Bureau of Water Works.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving this transfer request.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks.

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Approving Transfer of One Tax)	
Foreclosed Property to the City)	ORDER
of Portland, Bureau of Water)	96-171
Works, for Public Purposes)	

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to Government Bodies provided the property is used for a public purpose, and,

WHEREAS, City of Portland, Bureau of Water Works has formally requested the transfer of a certain Tax Foreclosed Property; located in Multnomah County, more particularly described in the attached Exhibit A, as Parcel I, and,

WHEREAS, Multnomah County, announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding the property transfer of the above described property, as required under Ordinance 795, and,

WHEREAS, after holding a public hearing on the requested transfer, as required by Multnomah County Ordinance 795, the Multnomah County Board of Commissioners finds the requested transfer of this Tax Foreclosed Property to be in the public interest.

NOW, THEREFORE, it is **ORDERED**, that the property described in the attached Exhibit A be transferred, without monetary consideration, to the City of Portland, Bureau of Water Works, **PROVIDED** that said property shall be used and continue to be used by City of Portland, Bureau of Water Works for public purposes in the State of Oregon, and should the properties cease to be used for public purposes by the City of Portland, Bureau of Water Works the interests of the City of Portland, Bureau of Water Works shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to the City of Portland, Bureau of Water Works.

APPROVED this 26th day of September, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*
Beverly Stein, Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

Matthew O. Ryan
Matthew O. Ryan, Assistant Counsel

EXHIBIT A

To Multnomah County Board Order 96-171 Relating to Proposed Property Conveyance to the **CITY OF PORTLAND, BUREAU OF WATER WORKS:**

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 7, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at the intersection of the Southerly projection of the West line of Lots 5 and 6, Block 14, Sun Bow Valley and the North line of Powell Valley Road; thence North along the West line of said Lots 5 and 6, to the most Southerly Southeast corner of Lot 4, Block 14 Sun Bow Valley; thence Northwesterly along the South line of said Lot 4, a distance of 70 feet; thence Southwesterly in a straight line to a point on the North line of Powell Valley Road, said point being 80 feet Northwesterly from the aforesaid intersection; thence Southeasterly along the North line of said Powell Valley Road a distance of 80 feet to the point of beginning.

(TAX ACCOUNT #: R-99307-3930; TAX TITLE DEED NUMBER: D971371)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, Bureau of Water Works, a municipal corporation of the State of Oregon, Grantee, the following property located within the City of Portland, Multnomah County, Oregon:

More particularly described in the attached Exhibit A as Parcel I.

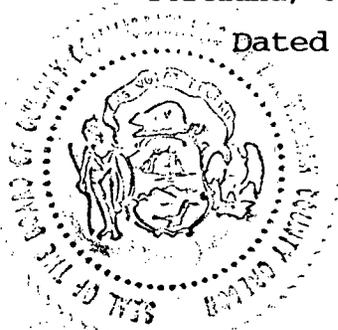
Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

City of Portland
Bureau of Water Works
1120 SW. 5th Ave. Room 100
Portland, Oregon 97204-1974

Dated this 26th day of September 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*
BEVERLY STEIN, Chair

Reviewed By:

Laurence KresSEL
for LAURENCE KRESSEL
Multnomah County Counsel

Approved By:

Janice Drulan
JANICE DRULAN, Director
Division of Assessment
& Taxation

After recording, return to: 166/300 Tax Title Unit

EXHIBIT A

MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
CITY OF PORTLAND, BUREAU OF WATER WORKS

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in Section 7, Township 1 South, Range 3 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at the intersection of the Southerly projection of the West line of Lots 5 and 6, Block 14, Sun Bow Valley and the North line of Powell Valley Road; thence North along the West line of said Lots 5 and 6, to the most Southerly Southeast corner of Lot 4, Block 14 Sun Bow Valley; thence Northwesterly along the South line of said Lot 4, a distance of 70 feet; thence Southwesterly in a straight line to a point on the North line of Powell Valley Road, said point being 80 feet Northwesterly from the aforesaid intersection; thence Southeasterly along the North line of said Powell Valley Road a distance of 80 feet to the point of beginning.

(TAX ACCOUNT #: R-99307-3930; TAX TITLE DEED NUMBER: D971371)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of September, 1996, 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 Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: SEP 26 1996

AGENDA #: R-9

ESTIMATED START TIME: 10:05

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER TWO TAX FORECLOSED PROPERTIES TO THE CITY OF PORTLAND, OFFICE OF TRANSPORTATION FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies for public use.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

9/30/96 ORIGINAL Deed & copies of all to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: John Ellis Lamp F. Nicholas

BOARD OF COUNTY COMMISSIONERS
96 SEP 19 AM 10:47
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 9/26

NAME Kathryn Hall
ADDRESS

STREET
Portland, Transportation
CITY **ZIP**

I WISH TO SPEAK ON AGENDA ITEM NO. Transfer of Property
SUPPORT **OPPOSE**
SUBMIT TO BOARD CLERK R.A.

82 19

FROM

[Faint handwritten notes]

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer two Tax Foreclosed Property to the **City of Portland, Office of Transportation** for public or non-housing purposes (Right of Way).

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer of the City of Portland, Office of Transportation, shall be approved.

II. Background/Analysis:

On May 3, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Portland, Office of Transportation) requested this properties within the sixty days required by ORDINANCE 795, (Section VI, C) on July 3, 1996. The formal request from the City of Portland, Office of Transportation was received on August 9, 1996.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

Please see the attached Status Report for the property requested by the City of Portland, Office of Transportation.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks.

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

* STAFF REPORT *

MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY GOVERNMENTAL ENTITIES
FISCAL YEAR 1995-96

SEPTEMBER 10, 1996

Please see the Government Agencies, and subject Tax Account Number(s) of their requests, shown below per Ordinance 795:

Gov't Agency: CITY OF PORTLAND-OFFICE OF TRANSPORTATION

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-94134-0370	Tax Lot 37 Section 34, 1N 1E	\$128.89	\$56.00	Right of Way

Note: No Greenspace Designation was assigned to this property.

R-94224-1460	Tax Lot 800 Section 24, 1N 2E	\$273.89	\$56.00	Right of Way
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Note: This property received two Greenspace Designations.
"G" Greenspace Inventory (Parks, Wetlands, Trails)
"P" Park Deficient Area

Totals:		\$402.78	\$112.00	
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IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to the City of Portland, Office of Transportation.

APPROVED this 26th day of September, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*
Beverly Stein, Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

Matthew O. Ryan
Matthew O. Ryan, Assistant Counsel

EXHIBIT A

To Multnomah County Board Order 96-172 Relating to Proposed Property Conveyance to the CITY OF PORTLAND, OFFICE OF TRANSPORTATION:

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Northeast One-Quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at a point a distance of 113.60 feet South of the Northeast corner of Block 17, Wheelers Addition; thence S0°17'W, a distance of 135.55 feet; thence on a curve to the left with a radius of 359.51 feet, through a central angle of 12°24'30", a distance of 77.83 feet; thence continuing on a curve to the left with a radius of 308.39 feet, through a central angle of 35°12'30", an arc distance of 189.50 feet to the Harbor Line of the Willamette River; thence N43°22'30"W following said Harbor Line, a distance of 111.85 feet; thence on a curve to the left, with a radius of 308.39 feet, through a central angle of 23°57'30" an arc distance of 128.96 feet to the point of beginning of the tract of land herein to be described: thence N43°43'W, a distance of 9.00 feet; thence N46°17'E, a distance of 27 feet to the South line of N.E. Oregon Street; thence N89°43'W, along the South line of said N.E. Oregon Street to a point on said South line that bears S89°43'E, a distance of 13.97 feet from the intersection of said South line with the West line of N. Larrabee Street, vacated by Ordinance 133617; thence Southwesterly along a 308.39 foot radius curve to the right, through a central angle of 9°34'46", an arc distance of 51.56 feet to the point of beginning.

(TAX ACCOUNT #: R-94134-0370; TAX TITLE DEED NUMBER: D971369)

PARCEL II:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the East One-Half of the George Hamilton Donation Land Claim in Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at a point on the East line of said George Hamilton Donation Land Claim which bears $S00^{\circ}06'00''W$, a distance of 1181.44 feet from the Northeast corner thereof; thence $N49^{\circ}30'00''W$, a distance of 26.26 feet to the West line of N.E. 158th Avenue and the true point of beginning of the tract of land herein to be described; thence $S89^{\circ}54'00''E$ along the North line of that tract of land conveyed to Leslie L. and Edna B. Giles by Lula Hamilton and described in Book 796 at Page 350 and recorded November 26, 1943, Multnomah County Deed Records, a distance of 10 feet to the Northeast corner of said tract; thence $S00^{\circ}06'24''W$, a distance of 8.50 feet to the Northeast corner of that tract of land conveyed for street purposes and described in Book 2168 at Page 707 and recorded January 3, 1989; thence $N49^{\circ}30'00''W$ a distance of 13.13 feet to the point of beginning.

(TAX ACCT.#: R-94224-1460; TAX TITLE DEED NUMBER: D971370)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the CITY OF PORTLAND, Office of Transportation, a municipal corporation of the State of Oregon, Grantee, the following two properties located within the City of Portland, Multnomah County, Oregon:

More particularly described in the attached Exhibit A as Parcels I and II.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

City of Portland
Office of Transportation
1120 SW. 5th Ave. Room 802
Portland, Oregon 97204

Dated this 26th day of September 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: Beverly Stein
BEVERLY STEIN, Chair

Reviewed By:

Matthew C. Kessel
for LAURENCE KRESSEL
Multnomah County Counsel

Approved By:

Janice Bruian
JANICE BRUIAN, Director
Division of Assessment
& Taxation

After recording, return to: 166/300 Tax Title Unit

EXHIBIT A

MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
CITY OF PORTLAND, OFFICE OF TRANSPORTATION

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Northeast One-Quarter of Section 34, Township 1 North, Range 1 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at a point a distance of 113.60 feet South of the Northeast corner of Block 17, Wheelers Addition; thence $S0^{\circ}17'W$, a distance of 135.55 feet; thence on a curve to the left with a radius of 359.51 feet, through a central angle of $12^{\circ}24'30''$, a distance of 77.83 feet; thence continuing on a curve to the left with a radius of 308.39 feet, through a central angle of $35^{\circ}12'30''$, an arc distance of 189.50 feet to the Harbor Line of the Willamette River; thence $N43^{\circ}22'30''W$ following said Harbor Line, a distance of 111.85 feet; thence on a curve to the left, with a radius of 308.39 feet, through a central angle of $23^{\circ}57'30''$ an arc distance of 128.96 feet to the point of beginning of the tract of land herein to be described: thence $N43^{\circ}43'W$, a distance of 9.00 feet; thence $N46^{\circ}17'E$, a distance of 27 feet to the South line of N.E. Oregon Street; thence $N89^{\circ}43'W$, along the South line of said N.E. Oregon Street to a point on said South line that bears $S89^{\circ}43'E$, a distance of 13.97 feet from the intersection of said South line with the West line of N. Larrabee Street, vacated by Ordinance 133617; thence Southwesterly along a 308.39 foot radius curve to the right, through a central angle of $9^{\circ}34'46''$, an arc distance of 51.56 feet to the point of beginning.

(TAX ACCOUNT #: R-94134-0370; TAX TITLE DEED NUMBER: D971369)

PARCEL II:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the East One-Half of the George Hamilton Donation Land Claim in Section 24, Township 1 North, Range 2 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

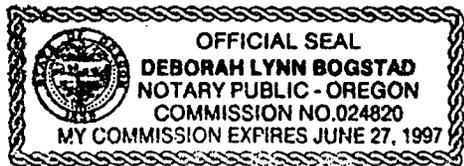
Commencing at a point on the East line of said George Hamilton Donation Land Claim which bears $S00^{\circ}06'00''W$, a distance of 1181.44 feet from the Northeast corner thereof; thence $N49^{\circ}30'00''W$, a distance of 26.26 feet to the West line of N.E. 158th Avenue and the true point of beginning of the tract of land herein to be described; thence $S89^{\circ}54'00''E$ along the North line of that tract of land conveyed to Leslie L. and Edna B. Giles by Lula Hamilton and described in Book 796 at Page 350 and recorded November 26, 1943, Multnomah County Deed Records, a distance of 10 feet to the Northeast corner of said tract; thence $S00^{\circ}06'24''W$, a distance of 8.50 feet to the Northeast corner of that tract of land conveyed for street purposes and described in Book 2168 at Page 707 and recorded January 3, 1989; thence $N49^{\circ}30'00''W$ a distance of 13.13 feet to the point of beginning.

(TAX ACCT.#: R-94224-1460; TAX TITLE DEED NUMBER: D971370)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of September, 1996, 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 Multnomah County.

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



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

MEETING DATE: SEP 26 1996

AGENDA #: R-10

ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER NINE TAX FORECLOSED PROPERTIES TO NORTHEAST COMMUNITY DEVELOPMENT CORPORATION FOR LOW INCOME HOUSING DEVELOPMENT

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Entities or Non-Profit Housing Developers.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

9/27/96 ORIGINAL DEED & COPIES OF ALL TO STEPHEN KELLY

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: Robert A. Ellis Lucretia Nicholas

MULTNOMAH COUNTY OREGON BOARD OF COUNTY COMMISSIONERS 96 SEP 18 PM 4:06

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer nine Tax Foreclosed Properties to **Northeast Community Development Corporation** for the Nehemiah Housing Opportunity Program (low-income housing).

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject requests for transfer of Tax Foreclosed Properties, for no monetary consideration, and decide whether the requested transfer of Northeast Community Development Corporation shall be approved.

II. Background/Analysis:

On May 13, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Northeast Community Development Corporation to request properties for low-income housing.

Northeast Community Development Corporation has been renovating and building new housing in four North and Northeast Portland Neighborhoods over the past several years. NECDC neighborhoods include Humbolt, Boise, King and Vernon.

Tax Title received their formal request for eight available properties on June 18, 1996. NECDC also submitted a formal request for one available property that was offered on a supplemental list on August 30, 1996.

There were no duplicate applications submitted to Tax Title for these nine requested properties.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board Order and legal documents preparation and processing.

Please see the attached Status Report for the properties requested by Northeast Community Development Corporation.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of subsequently approving this transfer request.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks.

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

* STAFF REPORT *

MULTNOMAH COUNTY TAX TITLE
PROPERTIES REQUESTED BY A NON-PROFIT HOUSING DEVELOPER
FISCAL YEAR 1995-96

SEPTEMBER 10, 1996

Please see the Non-Profit Developer, and subject Tax Account Number(s) of their requests, shown below per Ordinance 795:

Non-Profit: NORTHEAST COMMUNITY DEVELOPMENT CORPORATION

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-01050-1970	S 33 1/3' of 60' of Lot 8, Block 7 Albina Homestead	\$2,508.80	\$246.42	Low Income Housing

Note: No Greenspace Designation was assigned to this property.

R-12690-0350	Lot 9, Block 3 Caesar Park	\$2,182.74	\$369.15	Low income Housing
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Note: No Greenspace Designation was assigned to this property.

R-12690-0440	TL 1, of Lot 7, Caesar Park	\$705.35	\$52.22	Low income Housing
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Note: No Greenspace Designation was assigned to this property.

R-12690-0610	Lot 9, Block 5, Caesar Park	\$3,984.34	\$242.22	Low income Housing
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Note: No Greenspace Designation was assigned to this property.

R-14680-0590	Lot 5, Block 5, Central Albina	\$3,858.23	\$2,779.32	Low Income Housing
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Note: No Greenspace Designation was assigned to this property.

R-17560-0050	E 5' of Lots 4 & 5, Block 1, Concord Hts.	\$2,086.08	\$337.72	Low income Housing
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Note: No Greenspace Designation was assigned to this property.

<u>Tax Acct. #:</u>	<u>Legal Descript.:</u>	<u>Taxes:</u>	<u>Expenses:</u>	<u>Type of Use:</u>
R-38490-0360	Lot 6, Block 3, Highland Place	\$2,866.84	\$647.85	Low income Housing

Note: No Greenspace Designation was assigned to this property.

R-52670-0330	Lot 17, Block 1, Maegly Highland	\$2,329.04	\$922.97	Low Income Housing
--------------	-------------------------------------	------------	----------	-----------------------

Note: No Greenspace Designation was assigned to this property.

R-61150-2390	Ely. 1/2 of Lot 8, Block 13, North Irvington	\$729.51	\$42.22	Low Income Housing
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Note: No Greenspace Designation was assigned to this property.

Totals:		\$21,250.93	\$5,640.09	
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**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

In the Matter of Approving Requests for)
transfer of Tax Foreclosed Properties to) ORDER
Northeast Community Development) 96-173
Corporation for Low Income Housing)

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Properties to Non-Profit Housing Developers provided the property is used for low income housing, and

WHEREAS, Northeast Community Development Corporation has formally requested the transfer of certain Tax Foreclosed Properties; located in Multnomah County, more particularly described in the attached Exhibit A, and

WHEREAS, Multnomah County, announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding the property transfer of the above described property, as required under Ordinance 795, and

WHEREAS, after holding a public hearing on the requested transfer, as required by Multnomah County Ordinance 795, the Multnomah County Board of Commissioners finds the requested transfer of these Tax Foreclosed Properties to be in the public interest.

NOW, THEREFORE, it is **ORDERED**, that the properties described in the attached Exhibit A be transferred, without monetary consideration, to Northeast Community Development Corporation, **PROVIDED** that said property shall be used and continue to be used by Northeast Community Development Corporation for low income housing in the State of Oregon, meet all conditions of ownership, lease or rental; fulfill reconstruction or construction time requirements; and continue to receive funding under the Nehemiah Housing Opportunity Development Program, as spelled out in the documents of conveyance. Should the properties cease to meet all these requirements, the interests of the Northeast Community Development Corporation shall automatically terminate and titles to the properties shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to Northeast Community Development Corporation.

APPROVED this 26th day of September, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY *Beverly Stein*
Beverly Stein, Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

Matthew O. Ryan
Matthew O. Ryan, Assistant Counsel

EXHIBIT A
(PROPERTY DESCRIPTION)

MULTNOMAH COUNTY'S PROPOSED CONVEYANCE THE FOLLOWING PROPERTIES LOCATED IN THE CITY OF PORTLAND, MULTNOMAH COUNTY, OREGON TO NORTHEAST COMMUNITY DEVELOPMENT CORPORATION:

1. South 33 1/3 Feet of East 60 Feet of Lot 8, Block 7, ALBINA HOMESTEAD (Tax Account Number: R-01050-1970; Deed Number: D971349)
2. Lot 9, Block 3, CAESAR PARK; Commonly known as 5304 Northeast Eleventh Ave., Portland, Oregon (Tax Account Number: R-12690-0350; Deed Number: D971350)
3. Lot 9, Block 5, CAESAR PARK; (Tax Account Number: R-12690-0610; Deed Number: D971352)
4. Lot 5, Block 5, CENTRAL ALBINA; Commonly known as 4313 North Kerby Ave., Portland, Oregon (Tax Account Number: R-14680-0590; Deed Number D971353)
5. East 5 feet of Lot 4, Lot 5, Block 1, CONCORD HEIGHTS (Tax Account Number: R-17560-0050; Deed Number D971354)
6. Lot 6, Block 3, HIGHLAND PLACE (Tax Account Number: R-38490-0360; Deed Number D971355)
7. Lot 17, Block 1, MAEGLY HIGHLAND (Tax Account Number: R-52670-0330; Deed Number D971356)
8. Easterly 1/2 of Lot 8, Block 13, NORTH IRVINGTON (Tax Account Number: R-61150-2390; Deed Number D971357)
9. Lot 7, Block 4, CAESAR PARK, EXCEPTING therefrom the following described tract of land:

Commencing at the Northeast corner of Lot 6, Block 4 in said plat of Caesar Park; thence South, along the East line thereof, a distance of 78.40 feet to the point of beginning of the tract of land herein to be described: thence N88°45'00"W, a distance of 100.02 feet to a point in the West line of said Lot 7; thence South, along the West line of said Lot 7, a distance of 16.78 feet to the Northwest corner of Lot 8, Block 4, Caesar Park; thence N89°59'30"E along the North line of said Lot 8, a distance of 25 feet to a point; thence South, parallel with the West line of said Lot 8 a distance of 42.96 feet to a point in the North line of N.E. Emerson Street; thence East, along said North line, a distance of 75 feet to a point in the West line of N.E. 13th Avenue; thence North, along said West line, a distance of 57.55 feet to the point of beginning.

(Tax Account Number: R-12690-0440; Deed Number: D971351)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to the NORTHEAST COMMUNITY DEVELOPMENT CORPORATION an Oregon non-profit corporation, the following nine separate properties that are all located in the City of Portland, Multnomah County, Oregon, more particularly described as follows:

1. South 33 1/3 Feet of East 60 Feet of Lot 8, Block 7, ALBINA HOMESTEAD (Tax Account Number: R-01050-1970; Deed Number: D971349)
2. Lot 9, Block 3, CAESAR PARK; Commonly known as 5304 Northeast Eleventh Ave., Portland, Oregon (Tax Account Number: R-12690-0350; Deed Number: D971350)
3. Lot 9, Block 5, CAESAR PARK; (Tax Account Number: R-12690-0610; Deed Number: D971352)
4. Lot 5, Block 5, CENTRAL ALBINA; Commonly known as 4313 North Kerby Ave., Portland, Oregon (Tax Account Number: R-14680-0590; Deed Number D971353)
5. East 5 feet of Lot 4, Lot 5, Block 1, CONCORD HEIGHTS (Tax Account Number: R-17560-0050; Deed Number D971354)
6. Lot 6, Block 3, HIGHLAND PLACE (Tax Account Number: R-38490-0360; Deed Number D971355)
7. Lot 17, Block 1, MAEGLY HIGHLAND (Tax Account Number: R-52670-0330; Deed Number D971356)
8. Easterly 1/2 of Lot 8, Block 13, NORTH IRVINGTON (Tax Account Number: R-61150-2390; Deed Number D971357)
9. That certain parcel of real property as described in the attached EXHIBIT A

AFTER RECORDING RETURN TO:
TAX TITLE UNIT
BLDG.166/RM.300

This transfer is without monetary consideration.

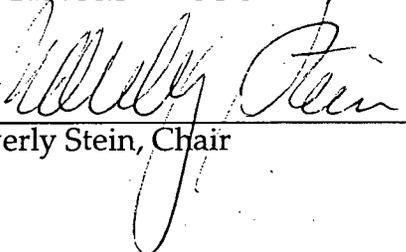
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT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

Until a change is requested, all tax statements shall be sent to the following address:
Northeast Community Development Corp. 4114 N. Vancouver Avenue, Portland, Or 97217

Date: September 26, 1996

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON




Beverly Stein, Chair

REVIEWED:

APPROVED:

By 
Laurence Kressel, County Counsel
For Multnomah County, Oregon

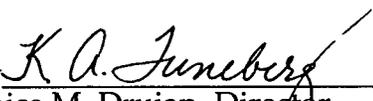
By 
Janice M. Druian, Director
Division of Assessment & Taxation

EXHIBIT A
(PROPERTY DESCRIPTION)

MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
NORTHEAST COMMUNITY DEVELOPMENT CORPORATION

PROPERTY DESCRIBED AS FOLLOWS:

Lot 7, Block 4 Caesar Park, City of Portland, Multnomah County, EXCEPTING therefrom the following described tract of land:

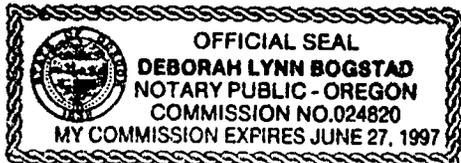
Commencing at the Northeast corner of Lot 6, Block 4 in said plat of Caesar Park; thence South, along the East line thereof, a distance of 78.40 feet to the point of beginning of the tract of land herein to be described: thence N88°45'00"W, a distance of 100.02 feet to a point in the West line of said Lot 7: thence South, along the West line of said Lot 7, a distance of 16.78 feet to the Northwest corner of Lot 8, Block 4, Caesar Park; thence N89°59'30"E along the North line of said Lot 8, a distance of 25 feet to a point; thence South, parallel with the West line of said Lot 8 a distance of 42.96 feet to a point in the North line of N.E. Emerson Street; thence East, along said North line, a distance of 75 feet to a point in the West line of N.E. 13th Avenue; thence North, along said West line, a distance of 57.55 feet to the point of beginning.

(TAX ACCOUNT #: R 12690-0440; TAX TITLE DEED #: D971351)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of September, 1996, 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 Multnomah County.

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



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

MEETING DATE: SEP 26 1996

AGENDA #: R-11

ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER TWO TAX FORECLOSED PROPERTIES TO THE STATE OF OREGON, PARKS AND RECREATION DEPARTMENT FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies for public use.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

9/30/96 ORIGINAL Deed & copies of All to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: *Pat Frahler* *Luigi C. Nicolosino*

MULTNOMAH COUNTY
OREGON
96 SEP 13 7 10 47
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLEASE PRINT LEGIBLY!

MEETING DATE 9/26/06

NAME DAVE WRIGHT
ADDRESS OREGON PARKS & RECREATION DEPT.
STREET
SALEM 97310
CITY ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R-11
SUPPORT OPPOSE
SUBMIT TO BOARD CLERK

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer two Tax Foreclosed Property to the **State of Oregon Parks and Recreation Department** for public or non-housing purposes (State Natural Area).

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer of the Oregon Parks & Recreation Department, shall be approved.

II. Background/Analysis:

On May 3, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency (City of Portland, Office of Transportation) requested this properties within the sixty days required by ORDINANCE 795, (Section VI, C) on June 18, 1996. The formal request from the City of Portland, Office of Transportation was received on August 9, 1996.

There were no duplicate applications submitted to Tax Title from another Government Agency requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

Please see the attached Status Report for the properties requested by the State of Oregon, Parks and Recreation.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving these transfer requests.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Approving Transfer of Two Tax)	
Foreclosed Properties to the)	ORDER
State of Oregon, Parks and)	96-174
Recreation Department, for Public)	
Purposes)	

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to Government Bodies provided the property is used for a public purpose, and,

WHEREAS, the State of Oregon, Parks and Recreation Department has formally requested the transfer of certain Tax Foreclosed Properties; located in Multnomah County, more particularly described in the attached Exhibit A as Parcels I and II, and,

WHEREAS, Multnomah County, announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding the property transfer of the above described properties, as required under Ordinance 795, and,

WHEREAS, after holding a public hearing on the requested transfer, as required by Multnomah County Ordinance 795, the Multnomah County Board of Commissioners finds the requested transfer of Tax Foreclosed Properties to be in the public interest.

NOW, THEREFORE, it is **ORDERED**, that the above described property be transferred, without monetary consideration, to the State of Oregon, Parks and Recreation Department, **PROVIDED** that said property shall be used and continue to be used by the State of Oregon, Parks and Recreation Department for public purposes in the State of Oregon, and should the properties cease to be used for public purposes by the State of Oregon, the interests of the State of Oregon shall automatically terminate and titles shall revert to Multnomah County.

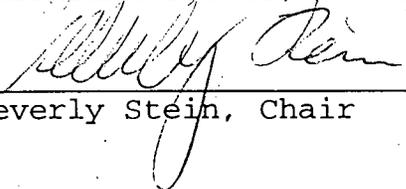
IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to the State of Oregon, Parks and Recreation Department.

APPROVED this 26th day of September, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY


Beverly Stein, Chair

Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

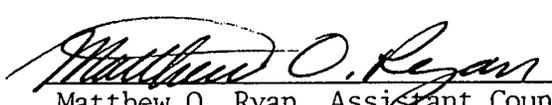

Matthew O. Ryan, Assistant Counsel

EXHIBIT A

To Multnomah County Board Order 96-174 Relating to
Proposed Property Conveyance to the **STATE OF OREGON, PARKS AND
RECREATION:**

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Southeast One-Quarter of Section 15, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at an iron rod at the intersection of the East line of said Section 15 and the Northerly line of the Crown Point Highway; thence S48°37'0"W along said Northerly line a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30W, a distance of 103 feet to an iron rod; thence S48°37'30"W, a distance of 65 feet to an iron rod; thence N41°22'30W, a distance of 133 feet to an iron rod on said Northerly line of the Crown Point Highway; thence S48°37'30"W, along said Northerly line, a distance of 32 feet; thence N41°22'30"W, a distance of 333.28 feet to the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E along said Southerly line a distance of 102.05 feet to a point of spiral curve; thence continuing along said Southerly line on a spiral curve to the right, a distance of 150 feet to a point of circular curve; thence continuing along said Southerly line and along the curve to the right, having a radius of 5654.58 feet, through a central angle of 02°08'57", a distance of 212.11 feet to a point on the East line of said Section 15; thence S00°15'03"E along said East line, a distance of 474.85 feet to the point of beginning.

R 94515-0170

TL 17 of Section 15 1N 5E

A tract of land in the Southeast One-Quarter of Section 15, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at an iron rod at the intersection of the East line of said Section 15 and the Northerly line of the Crown Point Highway; thence S48°37'0"W along said Northerly line a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30W, a distance of 103 feet to an

iron rod; thence S48°37'30"W, a distance of 65 feet to an iron rod; thence N41°22'30"W, a distance of 133 feet to an iron rod on said Northerly line of the Crown Point Highway; thence S48°37'30"W, along said Northerly line, a distance of 32 feet; thence N41°22'30"W, a distance of 333.28 feet to the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E along said Southerly line a distance of 102.05 feet to a point of spiral curve; thence continuing along said Southerly line on a spiral curve to the right, a distance of 150 feet to a point of circular curve; thence continuing along said Southerly line and along the curve to the right, having a radius of 5654.58 feet, through a central angle of 02°08'57", a distance of 212.11 feet to a point on the East line of said Section 15; thence S00°15'03"E along said East line, a distance of 474.85 feet to the point of beginning.

(TAX ACCOUNT #: R-94515-0170; TAX TITLE DEED NUMBER: D971358)

PARCEL II:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Southeast One-Quarter of Section 15, Township 1 South, Range 5 East of the Willamette Meridian, described as follows:

Commencing at an iron rod at the intersection of the East line of said Section 15, with the northerly line of the Crown Point Highway 60 feet wide); thence S48°37'30"W, along said northerly line, a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30"W, a distance of 103.00 feet to an iron rod and the point of beginning of the tract of land herein to be described; thence S48°37'30"W, a distance of 65.00 feet to an iron rod; thence N41°22'30"W, a distance of 133.00 feet to an iron rod in the Northerly line of the Crown Point Highway; thence S48°37'30"W, along said northerly line, a distance of 333.28 feet to an iron rod in the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E, along said Southerly line, a distance of 79.89 feet; thence S46°10'50"E, a distance of 75.49 feet to an iron rod; thence continuing S46°10'50"E, a distance of 131.00 feet to the point of beginning.

(TAX ACCT. #: R-94515-0180; TAX TITLE DEED NUMBER: D971359)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the STATE OF OREGON, Parks & Recreation Department, a municipal corporation of the State of Oregon, Grantee, the following two separate properties located within Multnomah County, Oregon:

More particularly described in the attached Exhibit A as Parcels I and II.

Provided that said properties shall be used and continue to be used by the Grantee for public purposes, and should the properties cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. These transfers are without monetary consideration.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTIES 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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

STATE OF OREGON
PARKS AND RECREATION
1115 COMMERCIAL ST. NE
SALEM, OREGON 97310-1001

Dated this 26th day of September, 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*
BEVERLY STEIN
Multnomah County, Chair

Reviewed By:

Matthew Kressel
for LAURENCE KRESSEL
Multnomah County Counsel

Approved By:

Janice Drury
JANICE DRURY, Director
Division of Assessment
& Taxation

After recording, return to: 166/300 Tax Title Unit

EXHIBIT A

MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
STATE OF OREGON, PARKS AND RECREATION

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Southeast One-Quarter of Section 15, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at an iron rod at the intersection of the East line of said Section 15 and the Northerly line of the Crown Point Highway; thence S48°37'0"W along said Northerly line a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30W, a distance of 103 feet to an iron rod; thence S48°37'30"W, a distance of 65 feet to an iron rod; thence N41°22'30W, a distance of 133 feet to an iron rod on said Northerly line of the Crown Point Highway; thence S48°37'30"W, along said Northerly line, a distance of 32 feet; thence N41°22'30"W, a distance of 333.28 feet to the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E along said Southerly line a distance of 102.05 feet to a point of spiral curve; thence continuing along said Southerly line on a spiral curve to the right, a distance of 150 feet to a point of circular curve; thence continuing along said Southerly line and along the curve to the right, having a radius of 5654.58 feet, through a central angle of 02°08'57", a distance of 212.11 feet to a point on the East line of said Section 15; thence S00°15'03"E along said East line, a distance of 474.85 feet to the point of beginning.
R 94515-0170 TL 17 of Section 15 1N 5E

A tract of land in the Southeast One-Quarter of Section 15, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Beginning at an iron rod at the intersection of the East line of said Section 15 and the Northerly line of the Crown Point Highway; thence S48°37'0"W along said Northerly line a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30W, a distance of 103 feet to an iron rod; thence S48°37'30"W, a distance of 65 feet to

an iron rod; thence N41°22'30W, a distance of 133 feet to an iron rod on said Northerly line of the Crown Point Highway; thence S48°37'30"W, along said Northerly line, a distance of 32 feet; thence N41°22'30"W, a distance of 333.28 feet to the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E along said Southerly line a distance of 102.05 feet to a point of spiral curve; thence continuing along said Southerly line on a spiral curve to the right, a distance of 150 feet to a point of circular curve; thence continuing along said Southerly line and along the curve to the right, having a radius of 5654.58 feet, through a central angle of 02°08'57", a distance of 212.11 feet to a point on the East line of said Section 15; thence S00°15'03"E along said East line, a distance of 474.85 feet to the point of beginning.

(TAX ACCOUNT #: R-94515-0170; TAX TITLE DEED NUMBER: D971358)

PARCEL II:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the Southeast One-Quarter of Section 15, Township 1 South, Range 5 East of the Willamette Meridian, described as follows:

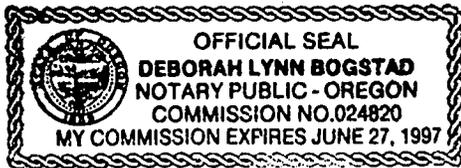
Commencing at an iron rod at the intersection of the East line of said Section 15, with the northerly line of the Crown Point Highway 60 feet wide); thence S48°37'30"W, along said northerly line, a distance of 68.14 feet to an iron rod; thence N14°48'36"W, a distance of 33.54 feet to an iron rod; thence N41°22'30"W, a distance of 103.00 feet to an iron rod and the point of beginning of the tract of land herein to be described; thence S48°37'30"W, a distance of 65.00 feet to an iron rod; thence N41°22'30"W, a distance of 133.00 feet to an iron rod in the Northerly line of the Crown Point Highway; thence S48°37'30"W, along said northerly line, a distance of 333.28 feet to an iron rod in the Southerly right-of-way line of the O.W.R. and N. Co.; thence N44°41'15"E, along said Southerly line, a distance of 79.89 feet; thence S46°10'50"E, a distance of 75.49 feet to an iron rod; thence continuing S46°10'50"E, a distance of 131.00 feet to the point of beginning.

(TAX ACCT.#: R-94515-0180; TAX TITLE DEED NUMBER: D971359)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of September, 1996, 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 Multnomah County.

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



Deborah Lynn Bogstad

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

MEETING DATE: SEP 26 1996

AGENDA #: R-12

ESTIMATED START TIME: 10:20

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PUBLIC HEARING IN THE MATTER OF APPROVING REQUEST TO TRANSFER ONE TAX FORECLOSED PROPERTY TO THE UNITED STATES OF AMERICA, US FOREST SERVICE FOR PUBLIC PURPOSES

BOARD BRIEFING: DATE REQUESTED: _____

REQUESTED BY: _____

AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: September 26, 1996

AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300 Tax Title

PERSON(S) MAKING PRESENTATION: Pat Frahler & Stephen Kelly

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Multnomah County ORDINANCE 795, Section VI (F) requires that a hearing be held to hear public testimony prior to Board of County Commissioners approving the transfer of Tax Foreclosed Properties to Government Agencies for public use.

Attached documents: Staff Report, Board Order with Exhibit A, and a Deed with Exhibit A.

9/30/96 ORIGINAL Deed & copies of all to Stephen Kelly

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR)

DEPARTMENT MANAGER: *Robert Ellis* *Lucretia Nicholas*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 SEP 19 AM 10:47

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Stephen Kelly, Foreclosed
Property Coordinator-Tax Title
TODAY'S DATE: September 6, 1996
REQUESTED PLACEMENT DATE: September 26, 1996

RE: Request approval from the Board of County Commissioners to transfer one Tax Foreclosed Property to the **United State of America, US Forest Service** for public use or non-housing purposes.

I. Recommendation/Action Requested:

That the Board of County Commissioners set September 26, 1996 as a date to receive public testimony concerning the subject request for transfer of Tax Foreclosed Properties, for no monetary consideration, from Multnomah County's Tax Title Section, and decide whether the requested transfer of the United State Forest Service, shall be approved.

II. Background/Analysis:

On May 3, 1996 in accordance with ORDINANCE 795 this property was made available on a list of Tax Foreclosed Properties offered to Governmental Agencies for non-housing purposes.

The Government Agency, United States of America, US Forest Service requested this property within the sixty days required by ORDINANCE 795, (Section VI, C) on July 3, 1996. The formal request from the US Forest Service was received on August 5, 1996.

There were no duplicate applications submitted to Tax Title from another Government Agency, requesting this property.

III. Financial Impact:

The Tax Title Fund has incurred expenses associated with preparation of application materials, processing transfer requests and preparation of Board documents. Future costs will include newspaper publications, Board package and legal documents preparation and processing.

Please see the attached Status Report for the property requested by the US Forest Service.

IV. Legal Issues:

No legal issue is expected to develop as a result of this action.

V. Controversial Issues:

No public controversy is expected as a result of setting this date for a Public Hearing. Also, no controversy is expected as a result of subsequently approving this transfer request.

VI. Link to Current County Policies:

There are no conflicts with County policies.

VII. Citizen Participation:

Notice of this transfer hearing will be published in a newspaper for two successive weeks.

The Oregonian, Metro Section
Dates: September 13 & September 20, 1996

Notices will be sent to interested parties.

VIII. Other Government Participation:

All public agencies of Multnomah County were invited to participate in this tax foreclosed property transfer process. All Neighborhood Associations within the County were notified of the availability of tax foreclosed properties to Government Agencies for possible transfer.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

Approving Transfer of One Tax)	
Foreclosed Property to the United)	ORDER
States of America, U.S. Forest)	96-175
Service, for Public Purposes)	

WHEREAS, ORS 271.330 and Multnomah County Ordinance 795 allow for transfer of Tax Foreclosed Real Property to Government Bodies provided the property is used for a public purpose, and,

WHEREAS, United States of America, US Forest Service has formally requested the transfer of certain Tax Foreclosed Property; located in Multnomah County, more particularly described in the attached Exhibit A, as Parcel I.

WHEREAS, Multnomah County, announced in a public newspaper for two successive weeks that a public hearing would be held by the Board of County Commissioners to hear public testimony regarding the property transfer of the above described property, as required under Ordinance 795, and,

WHEREAS, after holding a public hearing on the requested transfer, as required by Multnomah County Ordinance 795, the Multnomah County Board of Commissioners finds the requested transfer of this Tax Foreclosed Property to be in the public interest.

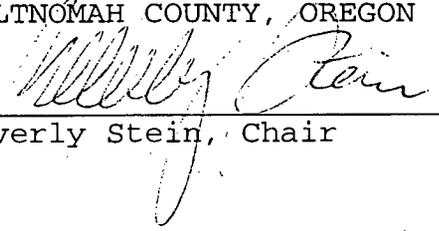
NOW, THEREFORE, it is **ORDERED**, that the above described property be transferred, without monetary consideration, to the United States of America, US Forest Service, **PROVIDED** that said property shall be used and continue to be used by the United States of America, US Forest Service for public purposes in the State of Oregon, and should the property cease to be used for public purposes by the US Forest Services, the interests of the US Forest Service shall automatically terminate and titles shall revert to Multnomah County.

IT IS FURTHER ORDERED, that the Chair of the Multnomah County Board of Commissioners is hereby directed to execute a deed conveying the property described in the attached Exhibit A, to the United States of America, US Forest Service.

APPROVED this 26th day of September, 1996.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY


Beverly Stein, Chair



Reviewed:
Laurence Kressel, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

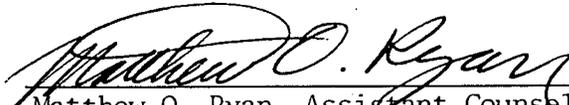

Matthew O. Ryan, Assistant Counsel

EXHIBIT A

To Multnomah County Board Order 96-175 Relating to Proposed Property Conveyance to the UNITED STATES OF AMERICA, US FOREST SERVICE:

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the North One-Half of the Northwest One-quarter of Section 33, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

Commencing at the Northeast corner of the Northwest One-Quarter of said Section 33; thence South, tracing the East line of said legal subdivision, a distance of 900 feet more or less to Road Angle No. 3 on Thompson Mill Road (Co. Rd. No. 664); thence S56°W, tracing the centerline of said Thompson Mill Road a distance of 280 feet to Road Angle No. 4; thence S36°W, tracing said centerline, a distance of 100 feet to Road Angle No. 5; thence S34°30'W, tracing said centerline, a distance of 50 feet to Road Angle No. 6; thence continuing S34°30'W, on the prolongation of the tangent between Road Angle No. 5 and Road Angle 6, a distance of 140 feet more or less to a point which is 50 feet North of the South line of the North One-Half of the Northwest One-Quarter of said Section 33, said point being the most Southerly Southeast corner of that tract described in Contract of Sale from James G. Moore and wife to Gerald L. Larson and wife recorded September 15, 1969 in Book 697 Page 1199 and the true point of beginning of the tract of land herein to be described: thence continuing S34°30'W, a distance of 60.41 feet to the South line of the North One-Half of the Northwest One-Quarter of said Section 33; thence N89°38'36"W, along said South line of the North One-Half of the Northwest One-Quarter of said Section 33, a distance of 1031.98 feet more or less to the Southeast corner of that tract of land conveyed to the United States of America by deed recorded June 26, 1989 in Book 2214 at Page 1158, Multnomah County Deed Records, said corner being S89°38'36"E, a distance of 856.56 feet from the centerline of Haines Road (Co. Rd. No. 573); thence N27°43'21"E, along the Eastery line of the aforesaid United States of America tract, a distance of 56.29 feet more or less to a point on a line which is 50 feet North

South line of the Larson tract described in Book 2214 at Page 1158; thence S89°38'36"E, along said line, a distance of 1040 feet to the point of beginning.

SUBJECT TO:

Easement for common roadway including the terms and provisions thereof, and interest of adjacent owners of record, including but not limited to the contract by and between Commerce Development Co., an Oregon corporation, and Thomas Cooper, recorded October 26, 1972 in book 889, Page 1531, and Warranty Deed from Roger Thornton to United States of America, recorded June 26, 1989 in Book 2214, Page 1158.

(TAX ACCOUNT #: R-94533-0140; TAX TITLE DEED NUMBER: D971375)

DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to the UNITED STATES OF AMERICA, US Forest Service, a municipal corporation of the State of Oregon, Grantee, the following property located within the Multnomah County, Oregon:

More particularly described in the attached Exhibit A as Parcel I.

Provided that said property shall be used and continue to be used by the Grantee for public purposes, and should this property cease to be used for public purposes by the Grantee, the interests of the Grantee shall automatically terminate and title shall revert to the Grantor. This transfer is without monetary consideration.

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 PROPERTIES SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

US Forest Service
Columbia River Gorge-NSA
920 WASCO Ave. Suite 200
Hood River, Oregon 97301

Dated this 26th day of September 1996.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By: Beverly Stein
BEVERLY STEIN, Chair

Reviewed By:

Laurence Kressel
for LAURENCE KRESSEL,
Multnomah County Counsel

Approved By:

Janice Drulian
JANICE DRULIAN, Director
Division of Assessment
& Taxation

After recording, return to: 166/300 Tax Title Unit

EXHIBIT A

MULTNOMAH COUNTY PROPERTY CONVEYANCE TO:
UNITED STATES OF AMERICA, US FOREST SERVICE

(PROPERTY DESCRIPTION)

PARCEL I:

LEGAL DESCRIPTION:

PROPERTY DESCRIBED AS FOLLOWS:

A tract of land in the North One-Half of the Northwest One-quarter of Section 33, Township 1 North, Range 5 East of the Willamette Meridian, Multnomah County, Oregon described as follows:

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South line of the Larson tract described in Book 2214 at Page 1158; thence S89°38'36"E, along said line, a distance of 1040 feet to the point of beginning.

SUBJECT TO:

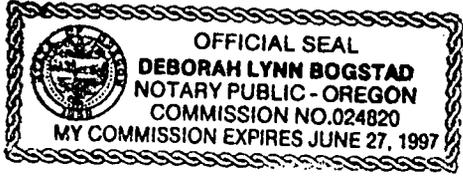
Easement for common roadway including the terms and provisions thereof, and interest of adjacent owners of record, including but not limited to the contract by and between Commerce Development Co., an Oregon corporation, and Thomas Cooper, recorded October 26, 1972 in book 889, Page 1531, and Warranty Deed from Roger Thornton to United States of America, recorded June 26, 1989 in Book 2214, Page 1158.

(TAX ACCOUNT #: R-94533-0140; TAX TITLE DEED NUMBER: D971375)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 26th day of September, 1996, 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 Multnomah County.

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



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

MEETING DATE: September 26, 1996

AGENDA NO: B-2

ESTIMATED START TIME: 10:15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Employee Commute Options

BOARD BRIEFING Date Requested: [redacted]

Requested by: _____

Amount of Time Needed: 25 min. (video player is requested)

REGULAR MEETING: Date Requested: Thursday, September 26, 1996

Amount of Time Needed: 25 minutes

DEPARTMENT: Environmental Services DIVISION: Transp. & Land Use Plan

CONTACT: Susan Lee TELEPHONE #: 248-5050 4295

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: Nina DeConcini and DEQ Staff, Susan Lee, DES

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Presentation of new State Air Quality requirements of employers, including Multnomah County, to reduce use of single occupant vehicles through employer-sponsored commuter options.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Larry L. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
96 JUL 11 PM 4:11



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Larry F. Nicholas
FROM: Susan Lee *[Signature]*
DATE: July 2, 1996
SUBJECT: Employee Commute Option (ECO) Program

Introduction

The purpose of this memo is to provide a foundation for discussion of a recent State administrative rule-making action. The intent of the memo is not to provide a position on the rule itself, but rather to provide a history; summarize the requirements; and identify policy, process and fiscal issues related to the compliance requirements of the rule. Finally, some implementation questions are raised.

History

The ECO program has been developed by the Oregon Department of Environmental Quality (DEQ) as part of the Ozone Air Quality Maintenance Plan. The plan was developed to ensure compliance with the federal ozone standard over the next ten years. The ECO is an essential component to meet this demand despite unprecedented growth in the region. The goal of the ECO is to reduce single occupant vehicle (SOV) commute trips by 10% at each affected work site within three years.

The ECO is a mandate to all employer work sites with 50 or more employees within the Portland Air Quality Maintenance Area (AQMA). For Multnomah County, this includes all work sites with 50 or more employees; excluding any facilities East of the Sandy River and facilities within the Central City Transportation Management Plan (CCTMP). The CCTMP essentially covers the downtown Portland business core and the Central Eastside East to 12th Avenue, between Powell and Broadway.

Requirements

The ECO has substantive regulatory requirements. The basic, major requirements call for the following:

1. A baseline survey of employees to establish a base line auto trip rate (note: the survey itself has strict requirements; type of employee to be surveyed is defined, a minimum 75% response rate, etc.). Survey development and statistical analysis assistance is available through Tri-Met and DEQ, and is funded by Congestion Management Air Quality (CMAQ) grants.
2. A target auto trip rate is calculated by reducing the baseline auto trip rate by 10%.
3. ECO Permit Application is submitted with survey findings.
4. Design and implement a trip reduction strategy to achieve the target auto trip rate by compliance date (3 years from permit application).
5. Two choices are available for the next step and affect subsequent activity. The county may either submit a strategy to DEQ for approval within 3 months or, the County may submit a notice of intent to achieve the reduction without a plan.
6. Subsequent annual surveys are required to be reported to DEQ.
7. Strategies must be continued through 2006.

The implementation date (baseline surveys and permit application due) for Multnomah County will likely be November, 1996 (the date is based on zip code and it is unclear yet how multiple site employers will be handled).

Methods for reduction of auto trips suggested by DEQ to meet the ECO include: promotion of van/carpools; offering of transit subsidies; establishing telecommute opportunities; offering compressed work week schedules; providing emergency ride home programs, sponsoring shuttle services to/from transit terminals, improved facilities for bicycles; improved on-site amenities to decrease employee's need for a car at work; and discontinuing parking subsidies and charging all employees for parking. Other suggestions include the use of alternative fuels for Fleet (alternatively fueled cars) and reduction of other emissions (maintenance equipment, etc.). Credit may be provided for strategies implemented prior to the ECO rule. Assistance for implementation of some of these methods is also available through Tri-Met and DEQ.

Issues

General Issues. For the purposes of this memo, it has been assumed that the County will attempt to comply with the rule. The penalty for non-compliance is \$100 annually per employee. The money collected for non-compliance will be placed in an Emissions Reduction Fund to be administered by Metro. The fund will be used for new transit service, local jurisdiction transportation projects, and business-based Transportation Management Association (TMA) projects that reduce SOV trips.

Another aspect of the rule, is an employer need only make a "good faith effort" to comply and no penalty has been determined for those employers who make a good faith effort but fail to attain the reduction.

Many of the strategies for implementation have far-reaching implications. Examples include: the design and siting of facilities should support the ECO requirement; any perceived "benefit" or change in existing "benefit" may have labor relations concerns; purchasing of County Fleet or maintenance equipment may be changed to achieve ECO objectives; different work sites will have different issues and needs related to implementation; etc.

Process or Survey Issues. The County will need to decide whether to implement the ECO plan county-wide or only for those facilities required to be included. Facilities within the CCTMP; East of the Sandy River, or with fewer than 50 employees may be excluded. Similarly, plans may be developed on an aggregate basis or by work site.

Fiscal Issues. The DEQ has provided a Fiscal and Economic Impact Statement on the implementation of the plan. Average private sector costs associated with administering the survey and implementing the plan were \$19 annually, per employee. There may be a direct cost associated with ECO, or there may be opportunities for net savings. While the Transportation Division may offer some technical assistance, it would be an inappropriate use of Road Fund moneys to wholly support the ECO activities without service reimbursements.

Implementation Questions

Some issues will need to have policy direction: What facilities should be included? What is the County's commitment level to the ECO? Should the County submit a formal plan or an intent to comply; etc.

Distribution and collection of the survey will need support from Employee Services, Facilities, Distribution, and perhaps others. Strategies such as transit subsidies might be most appropriately administered through Employee Services (as is currently done for exempt employees). Other strategies may be better handled at different organizational levels.

Memo/Larry F. Nicholas
Page 4

Development of county-wide strategies should include representation from the various interested parties or "stake holders". This portion of implementation is therefore ideal for a results oriented team approach.

Closing

Additional analysis or discussion should occur, following your review of this initial report. Please contact me to provide further direction.

KLKH0154.MEM



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

TO: Larry Nicholas, DES Director
FROM: Susan Lee, Analyst *SL*
DATE: September 10, 1996
RE: Employee Commute Options (ECO) Update

BOARD OF
COUNTY COMMISSIONERS
96 SEP 24 PM 1:10
MULTNOMAH COUNTY
OREGON

Introduction

The purpose of this memo is to provide information about a recent State administrative rule-making action that will impact Multnomah County operations.

History

The ECO program has been developed by the Oregon Department of Environmental Quality (DEQ) as part of the Ozone Air Quality Maintenance Plan. The plan was developed to ensure compliance with the federal ozone standard over the next ten years. The ECO is an essential component to meet this demand despite unprecedented growth in the region. The goal of the ECO is to reduce single occupant vehicle (SOV) commute trips by 10% at each affected work site within three years.

This mandate is consistent with Multnomah County Benchmark #73 which calls for transportation alternatives that will increase the percentage of people who commute to and from work and use multiple modes of transportation for commuting.

Requirements

The ECO is a mandate to all employer work sites with 50 or more employees within the Portland Air Quality Maintenance Area (AQMA), excluding any facilities within the Central City Transportation Management Plan (CCTMP). The following Multnomah County facilities have been identified as falling under the DEQ ECO mandate:

<u>No.</u>	<u>Building</u>	<u>Location</u>	<u># of Employees</u>
303	East Aging Services	2900 SE 122nd	53
311	Juvenile Justice	1401 NE 68th	322
313	Sheriff's Office	12240 NE Glisan	192
314	Inverness Jail	11540 NE Inverness Dr.	140
317	Library Administration	205 NE Russell	60
322	NE Health/Dental Clinic	5329 NE MLK	91
325	Animal Control	22450 W. Columbia	65
327	ISD	4747 E. Burnside	54
412	Environmental Services	2115 SE Morrison	70
420	SE Health/Dental Clinic	3653 SE 34th	91
421	Ford Bldg.	2505 SE 11th	161
425	Yeon Shops	1620 SE 190th	183
430	Mid-County Health/Dental Clinic	12710 SE Division	94

The ECO has substantive regulatory requirements. The basic, major requirements call for the following:

1. A baseline survey of employees to establish a base line auto trip rate (note: the survey itself has strict requirements; type of employee to be surveyed is defined, a minimum 75% response rate, etc.). Survey development and statistical analysis assistance is available through Tri-Met and DEQ, and is funded by Congestion Management Air Quality (CMAQ) grants.
2. A target auto trip rate is calculated by reducing the baseline auto trip rate by 10%.
3. ECO Permit Application is submitted with survey findings.
4. Design and implement a trip reduction strategy to achieve the target auto trip rate by compliance date (3 years from permit application).
5. Two choices are available for the next step and affect subsequent activity. The county may either submit a strategy to DEQ for approval within 3 months or, the County may submit a notice of intent to achieve the reduction without a plan.
6. Subsequent annual surveys are required to be reported to DEQ.
7. Strategies must be continued through 2006.

DEQ has developed a four group, phased implementation schedule for the mandate based on the zip code of the facility. Because the County has multiple sites, it may self select the group it wishes to participate in. The County will need to notify DEQ of its intended implementation schedule. The following table outlines the implementation schedule.

<u>Major Activity</u>	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>	<u>Group 4</u>
Distribution/collection of survey	09/96	12/96	04/97	06/97
Surveys due to Tri-Met for data preparation	09/30/96	12/31/96	03/31/96	06/30/97
Permits/Surveys due to DEQ	11/01/96	02/01/97	05/01/97	08/01/97
Plans or notices of intent to comply w/out a plan due	02/01/97	05/01/97	08/01/97	11/01/97
12-mo. Survey Due for those w/plan	11/01/97	02/01/98	05/01/98	08/01/98
18 mo. Survey Due for those w/out plan	05/01/98	08/01/98	11/01/98	01/01/99
Initial Compliance Deadline Surveys due for all Employers	11/01/99	02/01/00	05/01/00	08/01/00
Annual Compliance Deadline - Surveys due for all employers	every 11/14 thru 2006	every 02/01 thru 2006	every 05/01 thru 2006	every 08/01 thru 2006

Methods for reduction of auto trips suggested by DEQ to meet the ECO include: promotion of van/carpools; offering of transit subsidies; establishing telecommute opportunities; offering compressed work week schedules; providing emergency ride home programs, sponsoring shuttle services to/from transit terminals, improved facilities for bicycles; improved on-site amenities to decrease employee's need for a car at work; and discontinuing parking subsidies and charging all employees for parking. Other suggestions include the use of alternative fuels for Fleet (alternatively fueled cars) and reduction of other emissions (maintenance equipment, etc.). Credit may be provided for strategies implemented prior to the ECO rule. Assistance for implementation of some of these methods is also available through Tri-Met and DEQ.

Many of the strategies for implementation have far-reaching implications. Examples include: the design and locating of facilities should support the ECO requirement; any perceived "benefit" or change in existing "benefit" may have labor relations concerns; purchasing of County Fleet or maintenance equipment may be changed to achieve ECO objectives; different work sites will have different issues and needs related to implementation; etc.

Fiscal Issues

DEQ has provided a Fiscal and Economic Impact Statement on the implementation of the plan. Average private sector costs associated with administering the survey and implementing the plan were \$19 annually, per employee. There may be a direct cost associated with ECO, or there may be opportunities for net savings.

Implementation Strategy

This portion of the report is presented as one method for implementation and should serve as a basis for discussion and development of an actual implementation strategy.

The implementation of ECO is ideal for a RESULTS oriented, team approach. The Operating Council could serve as an oversight body to incorporate policy direction for the Chairs' Office and ensure activities are completed utilizing and coordinating appropriate resources.

The first task is associated with the distribution and collection of the survey instrument (the survey instrument has been developed by DEQ). Tri-Met will process data and make initial recommendations based on findings.

The second task will be to utilize the survey finding and initial recommendations to develop plan components (three months is provided for this activity). The county-wide strategies should include representation from the various interested parties such as; the Chairs' Office, Labor Relations, Employee Services, Facilities Management and representatives from each affected facility. The facility representatives should be working with teams at their respective sites to ensure the interest and needs are represented at the larger body.

An approach might be to develop a matrix of strategies against risk factors identified by the group. This method would rank or score the options. Each facility could be given a target "score" to then achieve by selecting from the strategies. This approach would allow for comfortable levels of risk and design options by location.

Finally, on-going administrative oversight of the plan; facilitation of the annual survey and relevant plan updates; and assistance to new facilities falling under the mandate will be necessary for the ten-years following implementation.

Closing

The ECO Plan is consistent with County benchmarks and policies. The implementation of the plan provides an opportunity for a RESULTS oriented, team approach. Assignment of this project to the Operation Council for oversight would be an appropriate first step to meeting the mandate. Subsequent activities should be developed collaboratively to ensure a well develop plan results.