

ANNOTATED MINUTES

Thursday, April 26, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Commissioners Pauline Anderson and Sharron Kelley present.

FORMAL MEETING

CONSENT CALENDAR

COMMISSIONER KELLEY MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE CONSENT CALENDAR. MICHAEL YATES OF MULTNOMAH BAR ASSOCIATION TESTIMONY IN SUPPORT OF PROCLAMATION. ITEMS C-1 AND C-2 UNANIMOUSLY APPROVED.

- C-1 In the Matter of Appointments of R. Douglas Rogers, Micki Clay and Virginia Jellison to Metropolitan Community Action Private Sector, for terms expiring 1991.
- C-2 Proclamation in the Matter of Proclaiming April 30 through May 7, 1990 as COMMUNITY LAW WEEK in Multnomah County, Oregon.

PROCLAMATION 90-60.

Commissioner Rick Bauman arrived at 9:35 a.m.

DEPARTMENT OF GENERAL SERVICES

- R-1 In the Matter of Approval of Multnomah County Regulatory Commission, Multnomah Cable Access Corporation, and the PCTV Budgets pursuant to an Intergovernmental Agreement between the jurisdictions of Gresham, Troutdale, Fairview, Wood Village and Multnomah County.

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-1 WAS UNANIMOUSLY APPROVED.

- R-2 Budget Modification DGS #15 requesting approval of the transfer of \$10,000 from the General Fund Contingency to provide consulting services for the processing of a new Cable Franchise application.

FOLLOWING DISCUSSION WITH COUNTY COUNSEL LAURENCE KRESSEL AND UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, R-2 WAS UNANIMOUSLY TABLED.

Vice-Chair Gretchen Kafoury arrived at 9:40 a.m.

- R-3 Ratification of an Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by Portland State University in accordance with Bid No. B43-100-3028.

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, R-3 WAS UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-4 Order in the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Broadway Bridge Renovation Project.

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, ORDER 90-61 WAS UNANIMOUSLY APPROVED.

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT ENVIRONMENTAL SERVICES

- R-5 Ratification of an Intergovernmental Agreement between Multnomah County and the City of Gresham for the sale of properties which have been deeded to the County through tax foreclosure on which there are special City assessments.

FOLLOWING DISCUSSION WITH MR. KRESSEL AND UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, ORDER 90-62 WAS UNANIMOUSLY APPROVED IN THE MATTER OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRESHAM AND MULTNOMAH COUNTY FOR FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, THE INTERGOVERNMENTAL AGREEMENT (R-5) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF JUSTICE SERVICES

- R-6 Budget Modification DJS #19 requesting reclassification of Program Supervisor to a Program Manager I in the Alternative Community Services Program.
- R-7 Budget Modification DJS #21 requesting reclassification of Office Assistant II position in the Office of Women's Transition Services to an Office Assistant III in accordance with the findings of Employee Relations.

UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER KELLEY, R-6 AND R-7 WERE UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-8 Resolution in the Matter of Declaring Intention of Multnomah County to Establish, Equip and Maintain a Public Library under ORS 357.410; and Authorizing an Agreement with Directors of the Library Association of Portland to Transfer to the County all Real and Personal Property Used to Conduct Operations of the Multnomah County Public Library.

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KAFOURY, RESOLUTION 90-63 WAS UNANIMOUSLY APPROVED.

R-9 Resolution in the Matter of Prohibiting Use of Polystyrene Foam Products in County Operated Facilities Absent a Board Approved Recycling Program.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 90-64 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF HUMAN SERVICES

R-10 Budget Modification DHS #46 requesting various internal housekeeping adjustments within the DD Program in the Social Services Division.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, R-10 WAS UNANIMOUSLY APPROVED.

R-11 Budget Modification DHS #47 requesting increase in the Social Services Division Developmental Disabilities program contracts budget of \$231,905 to reflect amendment #17 of the State Mental Health Grant which implements an increase in direct care wages.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, R-11 WAS UNANIMOUSLY APPROVED.

R-12 Budget Modification DHS #48 requests several unrelated classification changes for positions within the Health Division, and transfers salary savings to cover start up costs at the three new school based clinics.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, R-12 WAS UNANIMOUSLY APPROVED.

R-13 Budget Modification DHS #49 requests approval to enter into a testing agreement with Epitope Corp. to assist in data collection for a new hepatitis test.

UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KELLEY, R-13 WAS UNANIMOUSLY APPROVED.

- R-16 Ratification of amendment #3 to Intergovernmental Agreement between Developmental Disabilities Program and Portland Public Schools to provide continual early intervention services to ten children.

**UPON MOTION OF COMMISSIONER BAUMAN,
SECONDED BY COMMISSIONER KAFOURY, R-16
WAS UNANIMOUSLY APPROVED.**

- R-14 Ratification of an Intergovernmental Agreement between State Senior & Disabled Services Division and Aging Services Division to provide a total \$33,333 State General Revenue funds, \$8,328 for FY 89/90 and the remainder of \$25,005 for FY 90/91 to funding the development and implementation of Geriatric Mental Health specialists and services.

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER KAFOURY, R-14
WAS UNANIMOUSLY APPROVED.**

- R-15 Budget Modification DHS #51 requests addition of \$8,328 of a new mental health grant from the State Senior and Disabled Services Division to Social Services Division.

**UPON MOTION OF COMMISSIONER KELLEY,
SECONDED BY COMMISSIONER KAFOURY, R-15
WAS UNANIMOUSLY APPROVED.**

The meeting recessed at 9:50 a.m. and reconvened at 10:00 a.m.

**BOARD AND LIBRARY ASSOCIATION OF
PORTLAND PHOTO AND SIGNING CEREMONY.
BRUCE WARD AND CHAIR McCOY COMMENTS
IN APPRECIATION OF EFFORTS OF LIBRARY
AND COUNTY STAFF.**

There regular meeting was adjourned at 10:10 a.m. and the budget session convened at 10:15 a.m.

1. CONSIDERATION OF APPROVAL OF A RESOLUTION IN THE MATTER OF ACCEPTING THE EXECUTIVE BUDGET AS AMENDED, AND PREPARING THE APPROVED MULTNOMAH COUNTY BUDGET FOR SUBMITTAL TO THE TAX SUPERVISING AND CONSERVATION COMMISSION

FOLLOWING BOARD DISCUSSION, CHAIR McCOY PASSED THE GAVEL TO VICE-CHAIR KAFOURY. CHAIR McCOY MOVED, SECONDED BY COMMISSIONER KELLEY, APPROVAL OF HER PROPOSED AMENDED EXECUTIVE BUDGET. COUNTY COUNSEL LARRY KRESSEL CLARIFICATION AND POINT OF ORDER. DAVE WARREN EXPLANATION OF AMENDED RESOLUTION ADOPTING EXECUTIVE BUDGET. CHAIR McCOY COMMENTED IN SUPPORT OF HER PROPOSAL AND RECLAIMED THE GAVEL. FOLLOWING BOARD COMMENTS AND DISCUSSION, COMMISSIONER KAFOURY MOVED, SECONDED BY COMMISSIONER BAUMAN, APPROVAL OF HER PROPOSED AMENDED BUDGET. BOARD DISCUSSION AND COMMENTS. PATRICK DONALDSON TESTIMONY IN SUPPORT OF McCOY PROPOSAL AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. TODD TAYLOR, BILL McCORMICK, MARTIN KEHOE, AUGIE ENRIQUEZ, ROBERT KOUNS, MARIE BROWN, DEE DEE COUNS AND JUDGE BOB JONES TESTIMONY IN SUPPORT OF McCOY PROPOSAL. JUDGE JONES RESPONSE TO QUESTIONS OF COMMISSIONRE ANDERSON. BOBBI GARY TESTIMONY IN SUPPORT OF PUBLIC SAFETY AND HUMAN SERVICES FUNDING. BILL WOOD, GARY WALKER AND SHERIFF ROBERT SKIPPER PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. JOHN LEGRY TESTIMONY IN SUPPORT OF CHAIR McCOY PROPOSAL AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER BAUMAN COMMENTS IN SUPPORT OF KAFOURY PROPOSAL. COMMISSIONER KELLEY COMMENTS IN SUPPORT OF McCOY PROPOSAL. KAFOURY MOTION (AMENDED EXECUTIVE BUDGET WITH ADDITIONAL AMENDMENTS) APPROVED, WITH COMMISSIONERS ANDERSON, KAFOURY AND BAUMAN VOTING AYE, AND COMMISSIONERS KELLEY AND McCOY VOTING NO. AT THE REQUEST OF MR. WARREN AND UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY

COMMISSIONER BAUMAN, THE TECHNICAL AMENDMENTS WERE UNANIMOUSLY APPROVED. AT THE REQUEST OF MR. WARREN AND UPON MOTION OF COMMISSIONER KAFOURY, SECONDED BY COMMISSIONER ANDERSON, AMENDMENTS TO THE CAPITAL BUILDING FUND WERE UNANIMOUSLY APPROVED. (RESOLUTION 90-65) UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER KAFOURY, APPROVAL TO MOVE A BALANCE OF \$428,906 INTO THE CONTINGENCY ACCOUNT WAS UNANIMOUSLY APPROVED. BOARD CONSENSUS TO DIRECT STAFF TO PREPARE AND INCORPORATE CERTAIN NON-FINANCIAL AMENDMENTS INTO THE BUDGET.

There being no further business, the meeting was adjourned at 12:05 p.m.

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

Deborah L. Bogstad

Deborah L. Bogstad

ANNOTATED AGENDA

Monday, April 23, 1990 - 10:00 AM
Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

Items Affecting Sheriff's Department Budget will be discussed first

BUDGET WORK SESSION AND FORMAL ADOPTION
CONTINUED TO THURSDAY, APRIL 26, 1990,
FOLLOWING FORMAL MEETING

SUPPLEMENTAL AGENDA

Tuesday, April 24, 1990 - 8:30 AM
Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing labor negotiations

EXECUTIVE SESSION HELD, NO DECISIONS MADE

Tuesday, April 24, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

PLANNING ITEMS

1. C 1-88 PERIODIC REVIEW DECISION

The Board to adopt an ESEE Analysis Designation for Site #4, Angell Brothers, Inc. Quarry which will become part of the Local Review Order to be submitted to the Department of Land Conservation and Development, to fulfill Periodic Review Requirements (Continued from April 17, 1990)

FINAL ORDER 90-59 APPROVED WITH RECOMMENDED AMENDMENTS

2. RPD 1-90 PUBLIC HEARING - De Novo
LD 1-90

Review the decision of the Planning Commission of February 26, 1990, approving change in zone designation from MUF-19, multiple use forest district to MUF-19, RPD, rural planned-development, and approving, subject to conditions, tentative plan for Type I land division, resulting in a 12-lot land division, all for property located at 11000 NW Saltzman Road

Scope of Review: De Novo

MOTION DENYING PLANNING COMMISSION DECISION
APPROVED. COMMISSIONER BAUMAN SERVED NOTICE OF
POSSIBLE RECONSIDERATION OF MATTER ON TUESDAY,
MAY 1, 1990

Tuesday, April 24, 1990 - 1:30 PM
Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Review of April 26, 1990 Formal Agenda Item R-1 presented by Lee Moore.
2. Library Transition Team Report presented by Ginnie Cooper and Margaret Epting.
3. Briefing on Children and Youth Services Plan for addressing requirements of State Youth Commission with regard to intervention dollars, presented by Judge Linda Bergman and Michael Morrissey.
4. Briefing on Community Restoration Budget presented by Norm Monroe.

DISCUSSED FUNDING OA II POSITION FOR OPERATION
AND IMPLEMENTATION OF PROPOSED FAMILY
DEVELOPMENT CENTERS

5. Update on North/Northeast Youth Gang Outreach presented by Maceo Pettis.

TO BE RESCHEDULED

6. Informal Review of Formal Agenda of April 26, 1990.

COUNTY COUNSEL SUBMITTED A RESOLUTION FOR
CONSIDERATION ALONG WITH BUDGET MODIFICATION
DGS #15, ITEM R-2

COMMISSIONER ANDERSON ADVISED AN ORDER HAD BEEN
SUBMITTED FOR CONSIDERATION ALONG WITH
INTERGOVERNMENTAL AGREEMENT, ITEM R-5

Thursday, April 26, 1990 - 9:30 AM
Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- C-1 In the Matter of Appointments of R. Douglas Rogers, Micki Clay and Virginia Jellison to Metropolitan Community Action Private Sector, for terms expiring 1991.

APPROVED

C-2 Proclamation in the Matter of Proclaiming April 30 through May 7, 1990 as COMMUNITY LAW WEEK in Multnomah County, Oregon.

PROCLAMATION 90-60 APPROVED

DEPARTMENT OF GENERAL SERVICES

R-1 In the Matter of Approval of Multnomah County Regulatory Commission, Multnomah Cable Access Corporation, and the PCTV Budgets pursuant to an Intergovernmental Agreement between the jurisdictions of Gresham, Troutdale, Fairview, Wood Village and Multnomah County.

APPROVED

R-2 Budget Modification DGS #15 requesting approval of the transfer of \$10,000 from the General Fund Contingency to provide consulting services for the processing of a new Cable Franchise application.

TABLED

R-3 Ratification of an Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by Portland State University in accordance with Bid No. B43-100-3028.

APPROVED

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

R-4 Order in the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Broadway Bridge Renovation Project.

ORDER 90-61 APPROVED

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT ENVIRONMENTAL SERVICES

R-5 Ratification of an Intergovernmental Agreement between Multnomah County and the City of Gresham for the sale of properties which have been deeded to the County through tax foreclosure on which there are special City assessments.

ORDER 90-62 - IN THE MATTER OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GRESHAM AND MULTNOMAH COUNTY FOR FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS - APPROVED

INTERGOVERNMENTAL AGREEMENT APPROVED

DEPARTMENT OF JUSTICE SERVICES

R-6 Budget Modification DJS #19 requesting reclassification of Program Supervisor to a Program Manager I in the Alternative Community Services Program.

APPROVED

R-7 Budget Modification DJS #21 requesting reclassification of Office Assistant II position in the Office of Women's Transition Services to an Office Assistant III in accordance with the findings of Employee Relations.

APPROVED

NON-DEPARTMENTAL

R-8 Resolution in the Matter of Declaring Intention of Multnomah County to Establish, Equip and Maintain a Public Library under ORS 357.410; and Authorizing an Agreement with Directors of the Library Association of Portland to Transfer to the County all Real and Personal Property Used to Conduct Operations of the Multnomah County Public Library.

RESOLUTION 90-63 APPROVED

R-9 Resolution in the Matter of Prohibiting Use of Polystyrene Foam Products in County Operated Facilities Absent a Board Approved Recycling Program.

RESOLUTION 90-64 APPROVED

DEPARTMENT OF HUMAN SERVICES

R-10 Budget Modification DHS #46 requesting various internal housekeeping adjustments within the DD Program in the Social Services Division.

APPROVED

R-11 Budget Modification DHS #47 requesting increase in the Social Services Division Developmental Disabilities program contracts budget of \$231,905 to reflect amendment #17 of the State Mental Health Grant which implements an increase in direct care wages.

APPROVED

R-12 Budget Modification DHS #48 requests several unrelated classification changes for positions within the Health Division, and transfers salary savings to cover start up costs at the three new school based clinics.

APPROVED

R-13 Budget Modification DHS #49 requests approval to enter into a testing agreement with Epitepe Corp. to assist in data collection for a new hepatitis test.

APPROVED

R-14 Ratification of an Intergovernmental Agreement between State Senior & Disabled Services Division and Aging Services Division to provide a total \$33,333 State General Revenue funds, \$8,328 for FY 89/90 and the remainder of \$25,005 for FY 90/91 to funding the development and implementation of Geriatric Mental Health specialists and services.

APPROVED

R-15 Budget Modification DHS #51 requests addition of \$8,328 of a new mental health grant from the State Senior and Disabled Services Division to Social Services Division.

APPROVED

R-16 Ratification of amendment #3 to Intergovernmental Agreement between Developmental Disabilities Program and Portland Public Schools to provide continual early intervention services to ten children.

APPROVED

POSSIBLE DATE FOR CONSIDERATION OF APPROVAL OF A RESOLUTION IN THE MATTER OF ACCEPTING THE EXECUTIVE BUDGET AS AMENDED, AND PREPARING THE APPROVED MULTNOMAH COUNTY BUDGET FOR SUBMITTAL TO THE TAX SUPERVISING AND CONSERVATION COMMISSION

PUBLIC TESTIMONY TAKEN

BOARD APPROVED AMENDED EXECUTIVE BUDGET WITH ADDITIONAL AMENDMENTS AND MOVED A BALANCE OF \$428,906 INTO THE CONTINGENCY ACCOUNT

(RESOLUTION 90-65 APPROVED)

BOARD DIRECTED STAFF TO PREPARE AND INCORPORATE CERTAIN NON-FINANCIAL AMENDMENTS INTO THE BUDGET

0775C/1-5/dr
4/26/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

Annotated
#0775C

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF APRIL 23 - 27, 1990

- Monday, April 23 - 10:00 AM - Budget Work Session Page 2
- Tuesday, April 24 - 9:30 AM - Planning Items Page 2
- Tuesday, April 24 - 1:30 PM - Informal Briefings Page 2
 TO FOLLOW: - Informal Agenda Review . . Page 3
- Thursday, April 26 - 9:30 AM - Formal Meeting Page 3

PUBLIC TESTIMONY WILL BE TAKEN DURING PUBLIC HEARINGS

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

- Thursday, 10:00 PM, Channel 11 for East and West side subscribers
- Friday, 6:00 PM, Channel 27 for Paragon Cable (Multnomah East) subscribers
- Saturday, 12:00 PM, Channel 21 for East Portland and East County subscribers

Monday, April 23, 1990 - 10:00 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

Items Affecting Sheriff's Department Budget will be discussed first

Tuesday, April 24, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

1. C 1-88 PERIODIC REVIEW DECISION

The Board to adopt an ESEE Analysis Designation for Site #4, Angell Brothers, Inc. Quarry which will become part of the Local Review Order to be submitted to the Department of Land Conservation and Development, to fulfill Periodic Review Requirements (Continued from April 17, 1990)

2. RPD 1-90 PUBLIC HEARING - De Novo
LD 1-90

Review the decision of the Planning Commission of February 26, 1990, approving change in zone designation from MUF-19, multiple use forest district to MUF-19, RPD, rural planned-development, and approving, subject to conditions, tentative plan for Type I land division, resulting in a 12-lot land division, all for property located at 11000 NW Saltzman Road

Scope of Review: De Novo

POSSIBLE DATE FOR CONSIDERATION OF APPROVAL OF A RESOLUTION IN THE MATTER OF ACCEPTING THE EXECUTIVE BUDGET AS AMENDED, AND PREPARING THE APPROVED MULTNOMAH COUNTY BUDGET FOR SUBMITTAL TO THE TAX SUPERVISING AND CONSERVATION COMMISSION

Tuesday, April 24, 1990 - 1:30 PM

Multnomah County Courthouse, Room 602

INFORMAL BRIEFINGS

1. Review of April 26, 1990 Formal Agenda Item R-1 presented by Lee Moore. (Time Certain 1:30 PM)
2. Library Transition Team Report presented by Ginnie Cooper and Margaret Epting. (Time Certain 2:00 PM)

3. Briefing on Children and Youth Services Plan for addressing requirements of State Youth Commission with regard to intervention dollars, presented by Judge Linda Bergman and Michael Morrissey.
4. Briefing on Community Restoration Budget presented by Norm Monroe.
5. Update on North/Northeast Youth Gang Outreach presented by Maceo Pettis.
6. Informal Review of Formal Agenda of April 26, 1990.

Thursday, April 26, 1990 - 9:30 AM

Multnomah County Courthouse, Room 602

FORMAL MEETING

CONSENT CALENDAR

- 08208
- C-1 In the Matter of Appointments of R. Douglas Rogers, Micki Clay and Virginia Jellison to Metropolitan Community Action Private Sector, for terms expiring 1991.
 - C-2 Proclamation in the Matter of Proclaiming April 30 through May 7, 1990 as COMMUNITY LAW WEEK in Multnomah County, Oregon.

90-60 APPROVED

DEPARTMENT OF GENERAL SERVICES

- R-1 In the Matter of Approval of Multnomah County Regulatory Commission, Multnomah Cable Access Corporation, and the PCTV Budgets pursuant to an Intergovernmental Agreement between the jurisdictions of Gresham, Troutdale, Fairview, Wood Village and Multnomah County.
- R-2 Budget Modification DGS #15 requesting approval of the transfer of \$10,000 from the General Fund Contingency to provide consulting services for the processing of a new Cable Franchise application.
- R-3 Ratification of an Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by Portland State University in accordance with Bid No. B43-100-3028.

APPROVED

TABLED

APPROVED

PUBLIC CONTRACT REVIEW BOARD

(Recess as the Board of County Commissioners and convene as the Public Contract Review Board)

- R-4 Order in the Matter of an Exemption from Public Bidding to Exceed the 20% Limitation for Contract Change Orders for the Broadway Bridge Renovation Project.

#90-61 APPROVED

(Recess as the Public Contract Review Board and reconvene as the Board of County Commissioners)

DEPARTMENT ENVIRONMENTAL SERVICES

R-5 Ratification of an Intergovernmental Agreement between Multnomah County and the City of Gresham for the sale of properties which have been deeded to the County through tax foreclosure on which there are special City assessments. ORDER 90-62 & IGA approved

DEPARTMENT OF JUSTICE SERVICES

R-6 Budget Modification DJS #19 requesting reclassification of Program Supervisor to a Program Manager I in the Alternative Community Services Program. APPROVED

R-7 Budget Modification DJS #21 requesting reclassification of Office Assistant II position in the Office of Women's Transition Services to an Office Assistant III in accordance with the findings of Employee Relations.

NON-DEPARTMENTAL

APPROVED

R-8 Resolution in the Matter of Declaring Intention of Multnomah County to Establish, Equip and Maintain a Public Library under ORS 357.410; and Authorizing an Agreement with Directors of the Library Association of Portland to Transfer to the County all Real and Personal Property Used to Conduct Operations of the Multnomah County Public Library. 90-63 APPROVED

R-9 Resolution in the Matter of Prohibiting Use of Polystyrene Foam Products in County Operated Facilities Absent a Board Approved Recycling Program. 90-64 APPROVED

DEPARTMENT OF HUMAN SERVICES

R-10 Budget Modification DHS #46 requesting various internal housekeeping adjustments within the DD Program in the Social Services Division. APPROVED

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APPROVED

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APPROVED

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APPROVED

POSSIBLE DATE FOR CONSIDERATION OF APPROVAL OF A RESOLUTION IN THE MATTER OF ACCEPTING THE EXECUTIVE BUDGET AS AMENDED, AND PREPARING THE APPROVED MULTNOMAH COUNTY BUDGET FOR SUBMITTAL TO THE TAX SUPERVISING AND CONSERVATION COMMISSION

0701C/22-26/df/dr
4/19/90



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

SUPPLEMENTAL AGENDA

Tuesday, April 24, 1990 - 8:30 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

The Multnomah County Board of Commissioners will meet in Executive Session pursuant to ORS 192.660(2) for the purpose of discussing labor negotiations

0701C/27/dr
4/20/90



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO : Clerk of the Board
FROM : Delma Farrell
DATE : 4/17/90
RE : Board Agenda Submissions
Week of April 23-27, 1990

BOARD OF
COUNTY COMMISSIONERS
1990 APR 17 PM 4:34
MULTNOMAH COUNTY
OREGON

INFORMAL SUBMISSIONS

1. Submitted by DHS/Michael Morrissey. Children and Youth Services Plan for Addressing Requirements of State Youth Commission with Regard to Intervention Dollars.
2. Submitted by Nond/Fred Neal. Library Transition Team Report.
3. Submitted by Nond/Norm Monroe. Briefing on Community Restoration Budget.
4. Submitted by Nond/Norm Monroe. Update on N/NE Youth Gang Outreach.

Briefing on inf. item
*** Cable Office will make a presentation at Informal of their formal Item and have asked for a time certain????? *T.C. 1:30pm*

FORMAL SUBMISSIONS

1. Submitted by DES/Larry Baxter. Intergovernmental Agreement for foreclosure sales.
2. Submitted by DGS/Cable/Julie Omelchuck. MCAC, PCTV and MCRC Budgets - approval pursuant to an intergovernmental agreement among jurisdictions of Gresham, Troutdale, Fairview, Wood Village and Multnomah County.
3. Submitted by DGS/Lillie Walker. PCRB Exemption to waive the 20% limitation on contract change orders for the Broadway Bridge Renovation Project.
4. Submitted by DGS/Cable/Julie Omelchuck. DGS Budget Modification #15 - General Fund Contingency Transfer to provide funding for processing of a new cable franchise application.
5. Submitted by DGS/Marion Grabarits. Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by Portland State University in accordance with Bid No. B43-100-0328.

6. Submitted by DHS/Susan Clark. DHS Bud Mod #47 increases the Social Services Division Developmental Disabilities program contracts budget by \$231,905 to reflect amendment #17 of the State Mental Health Grant which implements an increase in direct care wages.
7. Submitted by DHS/Scott Clement/Tom Fronk. DHS Bud Mod #48 requests several unrelated classification changes for positions within the Health Division, and transfers salary savings to cover start up costs at the three new school based clinics.
8. Submitted by DHS/Scott Clement/Tom Fronk. DHS Bud Mod #49 requests Board approval to enter into a testing agreement with Epitepe Corp. to assist in data collection for a new hepatitis test.
9. Submitted by DHS/Susan Clark. Intergovernmental Agreement requests ratification of amendment #3 between Developmental Disabilities Program and Portland Public Schools to provide continual early intervention services to ten children.
10. Submitted by DHS/Kathy Tinkle/Marie Eighmey. Intergovernmental Agreement between State Senior and Disabled Services Division and Aging Services Division, and its accompanying budget modification to provide a total \$33,333 State General Revenue funds, \$8,328 for FY 89/90 and the remainder \$25,005 for FY 90/91. Grant provides funding for the development and implementation of Geriatric Mental Health specialists and services.
SUBMIT WITH BUDGET MODIFICATION DHS #51
11. Submitted by DHS/Kathy Tinkle/Marie Eighmey. DHS Bud Mod #51 (see above) adds \$8,328 of a new mental health grant from the State Senior and Disabled Services Division to Social Services Division.
12. Submitted by DHS/Susan Clark. DHS Bud Mod #46 makes housekeeping adjustments in the Development Disabilities program of Social Services Division to reflect current expenditure needs with a net decrease of (1,095).
13. Submitted by DJS/Harley Leiber/Cary Harkaway. DJS Bud Mod #19 reclassifies a management position in the Community Corrections Division.
14. Submitted by DJS/Joanne Fuller. DJS Bud Mod #21 to reclassify an OA II position in the Office of Women's Transitions Services to an OA III.

Meeting Date: APR 26 1990

Agenda No.: C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Appointments

BCC Informal _____ (date) BCC Formal 4/19/90 (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Judy Boyer TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Appointments to Metropolitan Community Action Private Sector:

- R. Douglas Rogers
- Micki Clay
- Virginia Jellison

All terms expire 1991

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCoy*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Metro- Community Action Committee

B. Name Virginia Jellison

Address 1810 S E 74th

City Portland State Oregon Zip 97215

Do you live in _____ unincorporated Multnomah County or a city within Multnomah County.

Home Phone 775-3275

C. Current Employer N/N E Community Mental Health Center

Address 4950 N E Martin Luther King Jr. Blvd.

City Portland State Oregon Zip 97211

Your Job Title Housing Coordinator

Work Phone 249-0066 (Ext) _____

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers	Dates	Job Title
Montana Low Income Coalition	8/88-5/89	S W Organizer/Lobbyist
St. Paul PHA	8/85-11/87	Principal Manager
Housing Authority of Malheur Ct.	8/83-3/85	Executive Director
Missoula Housing Authority (See resume for others)	11/78-8/82	Executive Director

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

CONTACT:

Nominating Committee Report: 4/11/90 Page 9 of 12 PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

<u>Name of Organization</u>	<u>Dates</u>	<u>Responsibilities</u>
Low Income Group for Human Treatment	1969-1983	Member, Secretary, Chairperson
Montana Board of Housing	1975-1983	Commissioner, Secretary
Montana Advisory Committee on Poverty	1974-1979	Bd. Member, Secretary
St. Paul's Lutheran Church	1984-1985	Chair. Social Ministry Comm.

F. Please list all post-secondary school education.

<u>Name of School</u>	<u>Dates</u>	<u>Degree/Course of Study</u>
University of Montana	1966-1972	B.A. Social Welfare with emphasis on Community Organization/Community Development

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Bob Palmer 6406 E. Burnside Portland, Or. 97215 hm: 236-5429 wk: 248-3646
Dr. Liam Callen N/NE Community Mental Health 249-0066

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

no conflicts

I. Affirmative Action Information

F white
sex / racial ethnic background

birth date: Month Feb Day 19 Year 1939

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature Virginia Jellison Date 4-17-90

lom
6/83

ADDENDUM TO MULTNOMAH COUNTY INTEREST FORM FOR BOARDS AND COMMISSIONS
METROPOLITAN COMMUNITY ACTION

- J. Describe why you are interested in serving on the Metropolitan Community Action Board. Include information not already mentioned about yourself, and your experience and background that supports your interest.

I was a single mother with four children to raise when Community Action gave me a job and hope for the future. My Children went to Day Care and Headstart. I became active in low-income advocacy groups and went to college. Its always been my personal goal to give back some of what I was given: hope, caring and knowledge of how to change things for the better.

- K. What particular skills, expertise and/or perspective will you bring to the Metropolitan Community Action board and how will these benefit the constituents of Metropolitan Community Action?

Over the years, I've acquired some good organizing skills. Most recently, I organized a group of "train tramps" on a welfare and landlord/tenant issue. My organizing style is an empowerment model--I pass on the skills they need to advocate for themselves.

- L. One-third of the seats of the Metropolitan Community Action board are reserved for representatives of the low-income community. For the purposes of this selection, low-income is defined as 125% of the federally defined poverty level. A copy of current federal poverty guidelines is attached. The balance of the board comprises members of the private sector and elected officials or their representatives.

Are you applying for a low-income seat on the board? Please circle:

YES

NO

RETURN TO: Metropolitan Community Action
812 S.W. Washington, Suite 300
Portland, OR 97205

Attention: Nominating Committee

QUESTIONS?: Call 295-6790



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

METROPOLITAN COMMUNITY ACTION

B. Name R. DOUGLAS ROGERS

Address 1323 S.E. CARLTON

City PORTLAND State OREGON Zip 97202

Do you live in _____ unincorporated Multnomah County or a city within Multnomah County.

Home Phone 234-3745

C. Current Employer SNOW-CAP, CHURCH-COMMUNITY ACTION PROGRAM

Address P.O. BOX 16656 (STREET ADDRESS: 1740 S.E. 139th)

City PORTLAND State OREGON Zip 97216

Your Job Title EXECUTIVE DIRECTOR (SINCE JUNE, 1981)

Work Phone 252-0278 (or 252-0270) (Ext) ---

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers _____ Dates _____ Job Title _____

--- please see attached resume ---

GLADYS McCOY, MULTNOMAH COUNTY CHAIR

1021 SW 4TH, ROOM 134

CONTACT:

Nominating Committee Report: 4/11/90 Page 9 of 12 PORTLAND, OREGON 97204

(503) 248-3308

E. Please list all current and past volunteer/civic activities.

Name of Organization	Dates	Responsibilities
--- please see attached resume ---		

F. Please list all post-secondary school education.

Name of School	Dates	Degree/Course of Study
--- please see attached resume ---		

G. Please list the name, address and telephone numbers of two people who may be contacted as references who know about your interests and qualifications to serve on a Multnomah County board/commission.

Steve Rapp, Executive Director, Metropolitan Community Action

Carol Murdock, Chairperson of Board, Metropolitan Community Action

H. Please list potential conflicts of interest between private life and public service which might result from service on a board/commission.

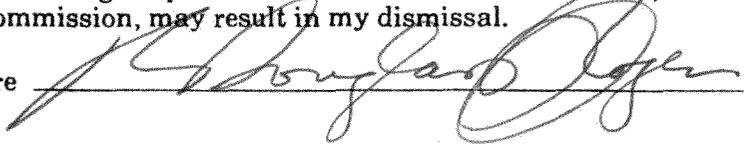
Snow-CAP is a private non-profit corporation that receives no funding from any government sources -- federal, state, or local. This is intentional and thus means that we will not be requesting financial assistance through any governmental funding sources influenced by MCA. We do compete for private funds and participate in the Red Cross Shelter Clearing-house operation, as well as the Oregon Food Bank food distribution system which receives FEMA and USDA monies.

I. Affirmative Action Information

MALE / CAUCASIAN
sex / racial ethnic background

birth date: Month JUNE Day 23 Year 1943

My signature affirms that all information is true to the best of my knowledge and that I understand that any misstatement of fact or misrepresentation of credentials may result in this application being disqualified from further consideration or, subsequent to my appointment to a board/commission, may result in my dismissal.

Signature  Date 4-16-90

lom
6/83

ADDENDUM TO MULTNOMAH COUNTY INTEREST FORM FOR BOARDS AND COMMISSIONS
METROPOLITAN COMMUNITY ACTION

J. Describe why you are interested in serving on the Metropolitan Community Action Board. Include information not already mentioned about yourself, and your experience and background that supports your interest.

As can be seen from my attached resume, I have a long history of active involvement in the effective delivery of emergency basic need services to the people of our community. I am by nature an "organizer" of people to help them to work together to get a job done for the betterment of their community. This has found expression through my work as the Director of Snow-CAP in recent years (as well as through my other previous paid employment), and the many long hours of volunteer work I have given that goes "above and beyond the call of duty" (as far as my employer is concerned). My over two years of participation on the City-County Emergency Basic Needs Committee moves me now to volunteer my time to help see the conclusions reached by this committee be helped to be brought into reality. If we all work together with respect and patience we can make life better for all.

K. What particular skills, expertise and/or perspective will you bring to the Metropolitan Community Action board and how will these benefit the constituents of Metropolitan Community Action?

--- please see attached resume ---

L. One-third of the seats of the Metropolitan Community Action board are reserved for representatives of the low-income community. For the purposes of this selection, low-income is defined as 125% of the federally defined poverty level. A copy of current federal poverty guidelines is attached. The balance of the board comprises members of the private sector and elected officials or their representatives.

Are you applying for a low-income seat on the board? Please circle:

YES

NO

RETURN TO: Metropolitan Community Action
812 S.W. Washington, Suite 300
Portland, OR 97205

Attention: Nominating Committee

QUESTIONS?: Call 295-6790



MULTNOMAH COUNTY OREGON

BOARDS AND COMMISSIONS

INTEREST FORM FOR BOARDS AND COMMISSIONS

In order for the County Executive to more thoroughly assess the qualifications of persons interested in serving on a Multnomah County board or commission, you are requested to fill out this interest form as completely as possible. You are encouraged to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, published writing, affiliations, etc.

A. Please list, in order of priority, any Multnomah County boards/commissions on which you would be interested in serving. (See attached list)

Board of Directors - Metropolitan Community Action

B. Name *Mickey Clay*

Address *17081 N.E. Dopp Rd.*

City *Newberg* State *OR* Zip *97132*

Do you live in _____ unincorporated Multnomah County or _____ a city within Multnomah County.

Home Phone *538-2395*

C. Current Employer *Lutheran Office on Public Policy - OREGON SYNOD*

Address *2710 N.E. 14th Ave.*

City *Portland* State *OR* Zip *97212*

Your Job Title *Director*

Work Phone *288-0317* (Ext) _____

Is your place of employment located in Multnomah County? Yes No _____

D. Previous Employers Dates Job Title

<i>Joyful Servant Lutheran Church</i>	<i>1983-1987</i>	<i>Lay Associate</i>
<i>Acme Trading + supply co.</i>	<i>1973-1981</i>	<i>Personnel Director</i>
		<i>Labor Relations</i>

GLADYS McCOY, MULTNOMAH COUNTY CHAIR
1021 SW 4TH, ROOM 134
PORTLAND, OREGON 97204
(503) 248-3308

CONTACT:

ADDENDUM TO MULTNOMAH COUNTY INTEREST FORM FOR BOARDS AND COMMISSIONS
METROPOLITAN COMMUNITY ACTION

- J. Describe why you are interested in serving on the Metropolitan Community Action Board. Include information not already mentioned about yourself, and your experience and background that supports your interest.

Community action has been a major focus of my volunteer time since 1982. I served for 3 yrs. as chair of the Yamhill community action agency and during that time we were one of the 1st CAP's to receive a self-sufficiency grant from the federal government. My project was quite successful and changed my entire format for making an

- K. What particular skills, expertise and/or perspective will you bring to the Metropolitan Community Action board and how will these benefit the constituents of Metropolitan Community Action? *impact on the lives of low income people.*

First & foremost, I am an advocate for low income people. My communication skills are good and I have a great deal of experience in working with both the public & private sectors.

- L. One-third of the seats of the Metropolitan Community Action board are reserved for representatives of the low-income community. For the purposes of this selection, low-income is defined as 125% of the federally defined poverty level. A copy of current federal poverty guidelines is attached. The balance of the board comprises members of the private sector and elected officials or their representatives.

Are you applying for a low-income seat on the board? Please circle:

YES

NO

RETURN TO:

Metropolitan Community Action
812 S.W. Washington, Suite 300
Portland, OR 97205

Attention: Nominating Committee

QUESTIONS?:

Call 295-6790

APR 26 1990

Meeting Date: _____

Agenda No.: C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation - Community Law Week

BCC Informal _____ (date) BCC Formal 4/26/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Jill S. Gelineau, Michael Yates

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Proclamation announcing April 30 through May 7, 1990 as COMMUNITY LAW WEEK
IN MULTNOMAH COUNTY, OREGON

*Copies to Gelineau, Yates
& Fred Neal 4/27/90*

MULTNOMAH COUNTY
OREGON
1990 APR 18 AM 8 18
CLERK OF COUNTY COMMISSION

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCarty*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

**SCHWABE
WILLIAMSON
& WYATT**

ATTORNEYS AT LAW

JILL S. GELINEAU

ADMITTED IN OREGON AND WASHINGTON

DIRECT LINE: 503 796-2887

PACWEST CENTER, SUITES 1600-1950

1211 SOUTHWEST FIFTH AVENUE • PORTLAND, OREGON 97204-3795

TELEPHONE: 503 222-9981 • FAX: 503 796-2900 • TELEX: 4937535 SWK UI

April 12, 1990

GLADYS McCOY
MULTNOMAH COUNTY CHAIR
1021 S.W. 4th, ROOM 134
PORTLAND, OREGON 97204

4/13/90
JPG

VIA HAND-DELIVERY

Mr. Fred Neal
Aid to Multnomah County
Commission Chair
Gladys McCoy
Multnomah County Courthouse
1021 SW Fourth Avenue, 6th Floor
Portland, Oregon 97204

Dear Mr. Neal:

I received your message on April 11, 1990.

Enclosed please find the Proclamation which the County Commission has graciously agreed to present during its regularly scheduled April 26 meeting at 9:30 a.m.

I believe that the Proclamation will be accepted by Michael Yates, the President of the Multnomah Bar Association, Young Lawyers Section. I will confirm that closer to the time of the presentation.

Thank you for your courtesies in this matter.

Yours very truly,

Jill S. Gelineau

JILL S. GELINEAU

JSG/ss

Enc.

cc: Richard Allen
Michael Yates

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 MULTNOMAH COUNTY, OREGON

3 In the matter of proclaiming) PROCLAMATION 90-60
4 the week of April 30 through) May 7, as COMMUNITY LAW WEEK)
5 in Multnomah County, Oregon)

6 WHEREAS the greatest heritage of American
7 citizenship is the system of government under laws devised
8 by elected representatives and administered by independent
9 courts in which every American enjoys equal standing; and

10 WHEREAS it has so often been said that we are not a
11 nation of men and women but of laws, and if we are to
12 survive, we must respect the inherent rights of others to
13 life, liberty and the pursuit of justice; and

14 WHEREAS the Multnomah County Bar Association Young
15 Lawyers Section and other groups have organized an
16 innovative community education program for the week of April
17 30 through May 7, 1990; and

18 WHEREAS that legal education program will be a
19 comprehensive community activity with members of the
20 Multnomah County Bar Association and the Oregon Legal
21 Assistants Association donating their time and talent at
22 free legal information centers throughout the City of
23 Portland and Multnomah County;

24 NOW, THEREFORE, BE IT RESOLVED by the Multnomah
25 County Board of Commissioners that April 30 through May 7,
26 1990 be proclaimed to be COMMUNITY LAW WEEK and its
 observance and participation be recommended to all our
 citizens; and

*Had
TCL 4/26
for Julie Omelchuck*

Meeting Date: APR 26 1990
Agenda No.: R-1
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: MCAC, PCTV AND MCRC BUDGETS
BCC Informal APRIL 24 1990 (date) BCC Formal APRIL 26 1990 (date)
DEPARTMENT DGS/CREE DIVISION CABLE REGULATORY OFFICE
CONTACT JULIE S. OMELCHUCK TELEPHONE 248-3576
PERSON(S) MAKING PRESENTATION LEE MOORE, MCRC REPRESENTATIVE

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 MINUTES

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

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

Review and approve the MCRC, MCAC and the PCTV budgets pursuant to an intergovernmental agreement among Jurisdictions of Gresham, Troutdale, Fairview, Wood Village and Multnomah County.

1990 APR -8 PM 1:32
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Jonda Alexander

(All accompanying documents must have required signatures)

MULTNOMAH CABLE REGULATORY COMMISSION

MULTNOMAH COUNTY, GRESHAM, FAIRVIEW, TROUTDALE AND WOOD VILLAGE

Commissioners:

Rodger Clawson, *President*
Ron Sherwood, *Vice President*
Margaret Templeton
Lee Moore
Mary Fournier

1120 SW 5th Avenue
Room 1430
Portland, OR 97204
(503) 248-3576

Julie S. Omelchuck, Director
Christina Witka, Cable Assistant

M E M O R A N D U M

TO: Multnomah County and the Cities of Fairview, Wood Village,
Troutdale and Gresham

FROM: Multnomah Cable Regulatory Commission

DATE: April 3, 1990

SUBJECT: FY 1990 - 91 Budgets

Attached are the MCRC approved FY 1990 - 91 budgets, including revenue and expenditure detail, for the Cable Regulatory Office, Multnomah Cable Access and the Program in Community Television at Mt. Hood Community College. The MCRC recommends approval by its member Jurisdictions of the budgets.

1633C/JO/cw

MULTNOMAH CABLE REGULATORY COMMISSION
 1990 - 91 BUDGET
 APPROVED BY MCRC, APRIL 2, 1990

OBJECT DETAIL	CURRENT BUDGET	REQUEST
5100 PERMANENT	56,906.00	60,315.00
5400 PREMIUM PAY (B)		
5500 FRINGE (C)	14,375.00	16,134.00

DIRECT PERSONAL SERVICES	71,281.00	76,449.00
=====		
5500 INS BENEFITS (C)	5,712.00	8,025.00

PERSONAL SERVICES	76,993.00	84,474.00
=====		
6060 PASS THROUGH PAYMENTS (A)	30,000.00	30,000.00
6110 PROFESSIONAL SERVICES (A)	38,000.00	38,000.00
6120 PRINTING (B)	3,745.00	4,681.00
6180 REPAIRS & MAINTENANCE (B)	100.00	1,300.00
6190 MAINTENANCE CONTRACTS (A)	1,300.00	300.00
6200 POSTAGE (B)	2,675.00	2,675.00
6230 SUPPLIES (B)	420.00	700.00
6270 FOOD (A)	200.00	200.00
6310 EDUCATION & TRAINING (B)	9,000.00	11,250.00
6330 TRAVEL (B)	825.00	1,031.00
6620 DUES & SUBS. (B)	840.00	840.00

DIRECT MATERIALS AND SERVICES	87,105.00	90,977.00
=====		
7100 INDIRECT COSTS (A)	16,089.00	10,907.00
7150 TELEPHONE (B)	2,027.00	2,844.00
7400 BLDG. MGT. SERVICES (A)	2,597.00	2,172.00

INTERNAL SVC. REIMBURSEMENTS	20,713.00	15,923.00
=====		
TOTAL MATERIALS/SERVIES	107,818.00	106,900.00
=====		
8400 EQUIPMENT (A)	9,000.00	0.00

CAPITAL OUTLAY	9,000.00	0.00
=====		
TOTAL BUDGET	193,811.00	191,374.00
=====		
CONTINGENCY	88,393.00	101,840.00

B90RC2S/JO/cw

Cable Regulatory Office

FY 1990-91

Projected Revenues

\$159,849 projected franchise fees

123,991 projected BWC 1990-91

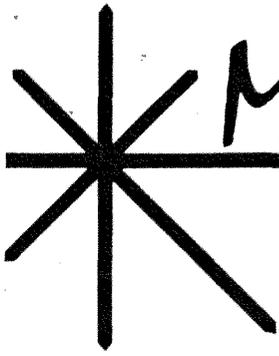
9,480 projected interest earned

\$293,320

1632C

FY 1990-91 Budget Detail

Object Code	Explanation	Amount
6060	Public Demonstration Project Fund - provides funds for allocation by the MCRC to public agencies for demonstration projects on the cable system. There were no expenditures in FY 1989-90.	\$ 30,000
6110	Legal Services Contracts: City of Gresham (Tom Sponsler) Alliance for Communications Democracy Speakers for Educational Workshops Technical Consultation Contract Financial Analysis Contract	15,000 2,500 500 10,000 10,000
6180	Maintenance for Cable Office computer	1,300
6190	Maintenance contract for laptop computer	300
6230	Increase reflects anticipated upgrades and purchase of computer software.	700
6270	Costs for honorary dinner for Commission members who resign their positions.	200
6310	National Federation of Local Cable Programmers (NFLCP) National Convention: 3 people	4,000
	Nation Association of Telecommunication Officers and Advisors (NATOA) National Conference: 2 people	2,500
	National Cable Television Association (NCTA) National Convention: 1 person	1,300
	National Association of Broadcasters (NAB) National Convention: 1 person	1,200
	Regional NATOA/NFLCP Conferences: 5 people	800
	Professional Development for Director	1,150
	Professional Development for Administrative Staff	300
6330	Includes bus pass and mileage reimbursement for Director	1,031
6620	Includes subscriptions for Commission members and staff to trade journals and MCRC membership in NATOA and NFLCP.	840
7100	Reflects fee paid to County for administrative services per contract between MCRC and Multnomah County.	10,907
7150	Includes fees for new Voice Mail service and increased telephone expenses.	2,844
7400	Office space rental fee	2,172
Prepared: 3/9/89		
By: Julie S. Omelchuck		1281T



Multnomah Cable Access

at Mt. Hood Community College
26000 S.E. Stark Street
Gresham, Oregon 97030
(503) 667-7636

Date: March 26, 1990
To: Multnomah Cable Regulatory Commission
From: Alexander Quinn *A.Q.*
Re: 1990 - 1991 Multnomah Cable Access Workplan and Budget

Workplan:

Multnomah Cable Access is making a transition to a marketing model for operations. After approximately six years of growth, MCAC is undertaking a comprehensive evaluation of all products and services. Furthermore, MCAC is modifying these services so that they will continue to best meet the needs of the communities served with the most efficient use of limited resources.

The planning process for the 1990 - 1991 workplan began with the Board of Directors reviewing and revising the Mission Statement at their annual fall planning retreat.

A special committee was formed by the Board specifically to look at services provided to public access producers. The Marketing Committee for Public Access consisted of representatives from the MCAC Board and staff, public access producers, and a representative from both Paragon Cable and the Multnomah Cable Regulatory Commission. The Marketing Committee had available extensive resource material including the Public Access Survey completed last fall.

The MCAC Workplan for 1990 - 1991 is divided by service areas. Each service area has a brief description of the group being served, a list of the services offered by MCAC, and the planned objectives in providing these services.

The sections in the 1990 -1991 Workplan dealing with Public Access services were developed in conjunction with the Marketing Committee. The specific objectives for public access services were approved by the Committee in January of this year.

The objectives for the other service areas were developed primarily by the MCAC staff.

MCAC staff is in the process of developing specific action steps for each of the objectives in the Workplan. In addition to action steps, staff is identifying

Multnomah Cable Access 1990 - 1991 Budget

	Amended 1989-90	1990-1991
Expenses:		
7020 Full-time	\$228,311	\$249,145
7030 Part-time	102,338	109,174
7040 Premium Pay	10,000	\$0
7050 Taxes & Fringe Benefits	85,162	89,580
7000 Total Personal Services	\$425,811	\$447,899
6020 Accounting	\$4,240	\$3,500
6030 Books	600	600
6040 Cable Installations	2,000	0
6041 Consulting	11,000	11,000
6051 Dues & Subscriptions	1,590	3,000
6060 Educational Program Acquisition	4,268	500
6061 Education & Travel	13,000	14,000
6062 Entertainment	1,200	1,200
6070 Food	6,890	6,000
6080 Graphics	1,500	900
6100 Insurance	25,000	25,000
6130 Legal	3,000	2,000
6131 Local Travel & Mileage	2,500	3,000
6140 Maintenance Supplies	5,300	5,000
6160 Office Supplies	3,700	5,000
6161 Operating Supplies	7,420	7,000
6170 Personnel Recruitment	1,000	800
6171 Phones	3,400	5,000
6172 Postage	6,000	6,500
6173 Printing	15,000	15,000
6174 Promotion	9,000	9,000
6190 Repairs and Maintenance	8,000	5,000
6200 Space Rental	21,684	21,684
6230 Vehicle Maintenance	1,800	900
6231 Videotape	7,950	8,000
6000 Total Material & Services	\$167,042	\$159,584
8020 Building		
8030 Leasehold Improvements	\$4,000	\$2,000
8040 Office Equipment	7,000	5,000
8050 Office Furnishings	2,000	1,500
8060 Production & Maintenance Equipment	243,857	23,573
8000 Total Capital	\$256,857	\$32,073
Total Expenses	\$849,710	\$639,556

Multnomah Cable Access 1990 - 1991 Budget

	Amended 1989-90	1990-1991
Income:		
Carry-Over	\$233,447	
4152 Access Support	\$323,939	\$359,500
4130 Franchise Fees, Multnomah	222,389	\$212,402
4140 Franchise Fees, Portland	54,935	\$51,654
4090 Interest	10,000	\$11,000
4200 Other	5,000	\$5,000
Total Income	\$849,710	\$639,556

evaluation and "success" criteria for each objective. Throughout the year, MCAC will involve representatives from the various publics served in evaluating all products and services.

BUDGET EXPLANATION

EXPENSES

Full-time & Part Time Personnel

<i>Administration</i> (includes general and personnel management, accounting, reception, public relations, marketing and promotion)	3 FTE
<i>Playback</i>	3 FTE
<i>Municipal Programming</i>	2.5 FTE
<i>Educational Programming</i>	2.25 FTE
<i>Community Groups and Public Access</i> (includes workshop training, production assistance, equipment circulation)	5.75 FTE
<i>Engineering</i>	1.4 FTE

Taxes & Fringe Benefits

25% of Full-time and Part-time costs

Accounting

accounting consultation and preparation of annual audit

Books

instructional books for client television production training library

Consulting

contracted services excluding legal, accounting and maintenance

Dues & Subscriptions

memberships in professional organizations and subscriptions to trade publications

Educational Program Acquisition

licensing fees for educational programming

Education and Travel

conferences, seminars, classes along with related materials and travel costs

Entertainment

business meals

Food

food for volunteers

Graphics

Insurance

includes automobile, Pension Fund bond, excess liability, broadcasters professional liability, directors and officers liability, workers compensation, volunteer and property.

Legal

Local Travel & Mileage

Maintenance Supplies

includes materials and parts for equipment maintenance

Office Supplies

includes computer software, software upgrades and other office supplies

Operating Supplies

includes materials used for production excluding videotape

Personnel Recruitment

advertising for position openings

Phones

Printing

includes quarterly newsletter, handbook, invitations, and forms printed by an outside vendor

Promotion

includes advertising, T-shirts, special event decorations and entertainment, signs

Repairs and Maintenance

includes repair service contracts and repairs done by outside vendors

Space Rental

rental, utility and maintenance cost per lease agreement with Mt. Hood Community College

Vehicle Maintenance

Videotape

Leasehold Improvements

improvements to MCAC building

Office Equipment

includes capital items for office use such as computers

Production & Maintenance Equipment

includes television production and playback equipment and engineering equipment

INCOME

Access Support

allocated amount from the transfer of ownership settlement agreement

Franchise Fees, Multnomah

60 % of projected franchise fees collected by the Multnomah Cable Regulatory Commission for areas served by MCAC

Franchise Fees, Portland

40% of projected franchise fees collected by the city of Portland for areas served by MCAC

Interest

interest on bank accounts, Certificates of Deposit and other investments

Other

includes tape sales, and other miscellaneous income

Multnomah Cable Access Corporation

Workplan for FY 1990-91

Mission Statement:

Multnomah Cable Access is a non-profit Oregon corporation formed as a Public, Education and Government access facility, pursuant to the Cable Communications Service Agreement Between the Jurisdictions of Multnomah County, Gresham, Fairview, Troutdale, and Wood Village and Paragon Cable to fulfill their mutual commitment to provide community access to cable television.

The mission of Multnomah Cable Access Corporation is to provide for public access and produce community programming. To carry out this mission, Multnomah Cable Access will:

- 1) Produce community programming.
- 2) Keep the community access channels open to all potential users and available for all forms of public expression, community information, and debate on public issues.
- 3) Keep the access channels free of censorship, subject to FCC regulations and other relevant laws.

Multnomah Cable Access produces community programming with the assistance of volunteers that links local government and educational institutions with the community, and produces community programming that informs, entertains, and responds to the public interest in the cable service area.

Multnomah Cable Access administers local public access to cable television by providing outreach and advocacy for the use of public access by the community, training in television production, television production equipment, and time on the access channels. Resources allocated within Multnomah Cable Access for public access are available to the public on a first-come, first-served basis, with priority given to those activities that are of interest to residents of the cable service area.

Workplan for FY 1990-91

MCA's Publics and Products and Services Offered Them:

People in the Cable Service Area

The geographic cable service area is described as East Multnomah County, roughly bounded by I-205 to the west, the Sandy River to the East, the Columbia River to the north, and the Clackamas County line to the south.

As of 1987, there were 195,688 people living in the cable service area, with a population forecast increase to 215,959 in the year 1995. This area is suburban, consisting of about 70% single family and 30% multiple family dwellings, with a mean household income of \$28,231 (as of 1985). The majority of people in the service area are high school graduates (41.2%) with 22% having some college education and 13.8% being college graduates. The largest age group is 35-44 (15.1%), with 30-34 as the second highest ((11.4%) and 25-29 as the third highest age group (9.6%). The lowest represented age group is age 75+ (4.1%). 26.4% of the cable franchise area population works in retail industry, 22.6% works in the services-related industries, 13% are government employees, 10.6% are self-employed, and 10% work in manufacturing (as of 1987).

Service offered to people in the cable service area to accomplish our mission :

Education about public access, community programming advocacy and education, and outreach and encouragement to use the MCA facilities.

Objectives:

1. Increase by 50% over FY 1989-1990, the number of people from the cable service area who enroll in the TV Production Preview class.
2. With the Paragon Cable Marketing Department, develop a plan to increase the number of cable subscribers in the cable franchise area.

Cable Subscribers

Paragon Cable subscribers live in the areas of Happy Valley, Gresham Troutdale, Fairview, Wood Village, and East Portland (roughly bounded by I-205). The amount of homes passed in this area is 69,843, with 38,451 homes subscribing to cable, amounting to a 55.1% penetration (as of 1989). The cable subscriber is described in the "People in the Cable Service Area" section.

What we offer:

- Electronic Community Bulletin Board, cycling 24-hours a day, 7 days a week.
- Civic Calendar, on MPAC channel 27, cycling 24-hours a day, 7 days a week.
- Local Municipal Television Programming, seen on MPAC channel 27 and MCTV channel 21.

- Local Educational Programming, seen on channel 31 and channel 21.
- Local Community Television Programming, seen on channel 21 and the Community Access Network (CAN) channel 11.
- Public Access Programs, seen on channel 21 and channel 11.
- Regional Community Programs, seen on channel 21 and channel 11.
- Acquired Educational Programs, seen on channels 31, 32, and 21.

Public Access Producers and their Crews

The client served by MCA is a volunteer, typically works in a paid job, usually has other key commitments in his/her life, can be a student, a community leader, a member of a community group, a television hobbyist.

What we offer:

- Equipment Scheduling, Check-in and Check out
- Newsletter
- Playback of Finished Programs on Paragon Cable
- Production Equipment
- Staff Assistance for Video Production
- Videotape Loan
- Volunteer Recruitment Services
- Workshops

Equipment Scheduling, Equipment Check In and Out, Equipment Reservations

Services:

- Consistent equipment reservation, pick-up and return hours.
(Monday - Sunday, 2 p.m. - 10 p.m., and Saturday, 8 a.m. - 10 p.m.)
- Counseling and advise for equipment selection.

- Phone-in equipment reservations and walk-in reservations.
- Advanced multiple equipment reservations and appointments to pick-up and return equipment.
- Equipment check-in and out.
- Inspection of equipment for problems and notification to client.
- Equipment pick-up and return outside of normal hours is available by special appointment.
- Self-service check-in and out with extended hours in edit rooms.
- Scheduling of series equipment reservations/needs over 13-week periods.
- Extended hours for mini-mobile productions.

Objectives:

1. **Analyze client usage of equipment reservations and pick-up and return hours to optimally meet client needs.**
2. **Streamline the equipment check-in and check-out procedures.**
3. **Develop guidelines to insure consistency for equipment reservations.**
4. **When doing equipment scheduling and reservations, and while checking-in and out equipment, treat clients in a fair and courteous manner.**
5. **Analyze current client accountability procedures (does it promote client education?)**
6. **Identify and analyze series scheduling issues, and look for ways to make improvements in series scheduling.**
7. **Identify and analyze single live program scheduling issues, and look for ways to make improvements in scheduling these programs.**
8. **Identify and analyze environment for safety and look to make improvements.**

9. Identify and analyze equipment room hours staffing vs. equipment availability and look for ways to make improvements.
10. Identify and analyze client's education of MCA's policies regarding equipment check-in and out, reservations and scheduling.
11. Provide advice and counseling about equipment check-in and out, reservations and scheduling to Public Access Producers.

Newsletter

Services:

- Quarterly newsletter publication and distribution to MCA mailing list and area community centers.
- General information regarding cable television.
- Public Access Producer articles.
- General information about MCA.
- Program series listings.
- Articles written by Public Access Producers.
- News about Public Access Producer services.
- Column about community producers and productions (News About...MCA Community Producers).
- Column about equipment (What's New in Sight n Sound).
- MCA policy information.

Objectives:

1. Produce four quality, timely newsletters per year.
2. Increase recognition of Pubic Access Producers in the newsletter.
3. Increase information in the newsletter regarding services provided by MCA for Public Access Producers including production how-to's.

4. **Develop communication plan with Paragon Cable regarding cable articles appearing in the newsletter.**
5. **Continue providing regular information by designated topic areas.**
6. **Educate Public Access Producers on how to use the newsletter.**
7. **Distribute the newsletter via mail to Public Access Producers.**

Playback of Programs

Services:

- Continuous playback of programming seven days a week.
- Program playback onto the cablesystem.
- Limited copies of programs at a charge.
- Promos and PSA's available to edit into a program.
- Program scheduling and producer notification of scheduling.
- Advise and counseling for program promotion and technical specifications.
- Access to CAN channel 11 (Community Access Network) seen in Multnomah, Washington, Clark and Clackamas Counties.

Objectives:

1. **Establish procedures for making completed programs available to Public Access Producers.**
2. **Analyze the paperwork process from program proposal to playback of programs and look for ways to streamline.**
3. **Continue to play back onto the cablesystem public access programs and continue to schedule these programs for playback.**
4. **Expand unattended, repeat playback of programs into the a.m. hours.**
5. **Make PSA's and promos more available to Public Access Producers.**

6. Better communicate to Public Access Producers the overall operation of channels 11 and 21.
7. Provide Public Access Producers with notification of cablecast schedule.
8. Play back-to-back programs (with no text or character-generated information between programs) during scheduled playback times.
9. Provide advice and counseling for program promotion and technical specifications.
10. Work with cable operator and Multnomah Cable Regulatory Commission to regularly monitor signal quality.
11. Develop a promotional plan for public access programs in seen on channels 11 and 21.
12. Replace as needed 3/4" playback decks with SP format.
13. Develop an equitable scheduling system for series, single and live programs.

Production Equipment

Services:

- Mini-Mobile Remote Unit with Van.
- Micro-Mobile Remote Unit.
- Field equipment, including 1/2", 3/4" and SVHS formats.
- Dubbing service.
- Editing equipment for 1/2", 3/4" and SVHS formats.
- Graphics, including the Amiga computer.
- Video and audio accessories.
- Light kits.
- Music library.

Objectives:

1. **Analyze current equipment offerings as they meet client needs.**
2. **Keep abreast of new equipment.**
3. **Provide good quality production equipment for television shows.**
4. **Provide a safe, clean environment for program production.**
5. **Make efficient use of the equipment.**
6. **Analyze equipment work areas (studio, check-in area, set storage) for upkeep and efficiency of use.**
7. **Identify and analyze client training and staff support needs for the Amiga computer.**
8. **Look for ways to increase mini-mobile and micro-mobile useage for productions.**
9. **Inform clients about the variety of equipment available to them.**

Staff Assistance

Services:

- (One-on-one) assistance in pre-production, production, and post-production.
- Program feedback.
- Limited editing assistance.
- Limited on-site assistance for productions shot on location.
- Limited studio production assistance.
- Staff assistance with storyboarding, outlining and scripting
- Creative problem-solving.
- Limited staff assistance on the mini-mobile unit.
- Limited training on the Amiga computer.

Objectives:

1. Define the staff assistance services offered including levels of and limitations of services.
2. Train the MCA production staff on how to provide staff assistance.
3. Identify and implement a way to offer public access program feedback based on client need.
4. Educate clients about what staff assistance services are available and how to use them.
5. Monitor and evaluate how staff assistance is allocated.
6. Define scheduled and unscheduled staff assistance services offered.
7. Provide individual staff assistance and support to clients in order to make them more self-sufficient.
8. Provide staff assistance to increase client skill level.

Videotape Loan

Services:

- 10 videotapes, per project, for 90 days.
- Computer tracking system.
- Videotape storage.
- Replacement of known bad tape.
- Quarterly notification of overdue and out-of-facility tape.
- Videotape is erased and rewound.
- Tape formats on hand are 1/2", SVHS, 3/4" in 10, 20, 30, 60 and 120 minute formats.

Objectives:

1. Provide an accurate inventory of videotape.
2. Monitor the quality of videotape.

3. **Have adequate videotape for producers to complete production.**
4. **Provide security for client videotape.**
5. **Educate clients about how to use the videotape resource.**

Volunteer Crew Recruitment

Services:

- Provide a hard copy of clients who agree to volunteer (via the Volunteer Directory).
- The Volunteer Directory updated/purged on a regular basis.
- Provide access to the Volunteer Directory in MCA's lobby.
- Provide limited phone access for the Volunteer Directory.
- Allow volunteer crew solicitation during workshops (with the exception of TV Production Preview).
- Provide a bulletin board in MCA lobby for Public Access Producers.
- Provide space in the newsletter for Public Access Producer articles.
- Organize social functions for Public Access Producers (T-Shirt Awards, Summer Picnic).
- Offer, on a quarterly basis, a workshop on Volunteer Management.
- Provide limited, word of mouth, volunteer referral by staff.

Goal:

To provide services fairly and equitably to facilitate crew recruitment for the Public Access Producer.

Objectives:

1. **Develop guidelines for all volunteer recruitment services offered.**
2. **Once the volunteer recruitment services are defined, promote these services and education clients about how to use them.**

3. **Keep the Volunteer Directory as up-to-date as possible.**
4. **Define "ease of access" use for Volunteer Directory.**
5. **Analyze how services for volunteer recruitment are accessed and make it easier for Public Access Producers to use.**

Workshops

Services:

- Television production workshops are offered for field, studio, and remote, multi-camera productions.
- Telephone registration for workshops.
- Client reminder cards are sent for workshop dates.
- Workshop handouts are distributed.
- Special group training is provided upon request.

Objectives:

1. **Offer to clients consistent, quality training in television production.**
2. **Determine client needs in the area of workshops and tailor workshops and training materials to meet those needs.**
3. **Train the workshop trainers and provide continuing education for them.**
4. **Analyze and streamline the workshop registration system.**
5. **Develop a promotion plan for the workshops.**

Client Discrepancies

Goal:

To efficiently make our resources available to the community for their intended purpose, as outlined in the Mission Statement.

Objectives:

1. **Have consistent, fair, non-discriminatory, and clearly stated policies regarding client restrictions and their consequences.**
2. **Put together a system to handle client discrepancy that includes clear communication and counseling for clients, and clear communication to and between staff.**
3. **Define client discrepancy terms clearly.**
4. **Analyze the client discrepancy system up until now.**

Local Government

MCA serves Multnomah County and the cities of Gresham, Troutdale, Wood Village and Fairview, and community groups, such as Neighborhood Associations within the cable service area. We also serve the populations of East Multnomah County, and the cable subscribers who live there.

Services we offer:

Programming for Multnomah County includes gavel-to-gavel coverage of the weekly Commissioners' meeting, "County Lines," a monthly magazine show about programs within the County, Public Service Announcements, and training for staff in television production. Multnomah County also uses the "Civic Calendar" to publicize meetings and opportunities for citizen involvement.

Programming for the City of Gresham includes live, gavel-to-gavel coverage of Gresham City Council and Planning Commission meetings. In addition, MCA works with the City of Gresham to produce Public Service Announcements and will provide training to staff in television production. The City of Gresham uses the "Civic Calendar" to publicize meetings and opportunities for citizen involvement.

Programming for the City of Troutdale includes live, gavel-to-gavel coverage of Troutdale City Council and Planning Commission meetings. In addition, MCA produces Public Service Announcements for the City of Troutdale, and offers training in television production to the staff. Troutdale uses the "Civic Calendar" to publicize meetings and opportunities for citizen involvement.

The cities of Fairview and Wood Village have stories that appear regularly on "Eastside Journal," a magazine show produced once a month to highlight programs and activities happening in these cities. MCA offers training in television production to these staff, and both cities use "Civic Calendar" to publicize meetings and opportunities for citizen involvement.

MCA will be expanding government programming to include program acquisition that responds to the four Cities and Multnomah County's needs.

This programming will provide information and education to the cable subscriber about the workings of government, as well as educational programming for government employees.

MCA serves the Gresham Area Chamber of Commerce, covering it's monthly "Membership Forum."

Objectives:

1. **Evaluate current programming to see how it meets client's needs.**
2. **Provide objective coverage of government meetings.**
3. **Gain feedback from television professionals about production quality.**
4. **Involve government staff and elected officials in the production of programs.**
5. **Provide information about government services in a creative and palatable way.**
6. **Keep government officials and key staff informed about MCA's municipal programming.**
7. **Develop a promotion plan for municipal programming targeted to the cable subscriber, taxpayer, and citizen.**
8. **Acquire and playback programming on MPAC channel 27 that responds to client needs.**
9. **Organize and set-up a municipal advisory committee.**
10. **Continue to bring, via television coverage, information about key issues that would impact East Multnomah County to the cable subscriber, citizen and taxpayer.**
11. **Provide an electronic bulletin board informing cable subscribers of public meetings and opportunities for citizen involvement.**

Local Education

The clients we serve in the area of educational programming and services are the five school districts and private schools in East Multnomah County, Mt. Hood Community College and its district, the Multnomah Education Service District, the Multnomah County Library, which includes the Gresham Regional,

Rockwood and Midland branches in the cable service area, and other educational institutions such as the Portland Zoo, OMSI, and the Columbia Education Center. Within these groups are Students, Teachers, Administrators, Parents, the Cable Subscribers and Taxpayers.

What we offer:

- Public access and community programming advocacy and education
- Quarterly "Line Out" newsletter information about educational programming and services.
- Community Bulletin Board, cycling 24-hours a day, 7 days a week.
- Local Educational Television Programs (Homework Hotline, What Did You Do in School Today?, KIDSTUFF!, MESD Teleconferences, Science Pursuit Bowl, quarterly coverage of the Mt. Hood Community College Board meetings, and other education specials, such as coverage of school sporting events and the performing arts)
- Acquired Educational Programs (The Learning Channel, College Telecourses, Educational Teleconferences via satellite, France TV, In Print)
- Training in Television Production (the V.I.P. vocational program through area high schools and career exploration for grades 3 - 12)
- Promotion of Programming Information (Target Guide)
- Promotion of Library services and literacy to community (Check It Out, and Library Calendar, literacy project)

Objectives:

1. Evaluate services currently offered in educational programming.
2. Redefine the role of the Educational Liaison Committee to include the evaluating and promotion of educational services.
3. Educate school Boards and Administrators about the educational services provided by MCA.
4. Provide outreach, training and production support to schools to allow them to produce their own programs.

5. Continue to provide acquired programming on the cable system.
6. Continue to produce original instructional programs.
7. Provide training opportunities for volunteers and interns.
8. Research needs for additional instructional programming.
9. Continue to work with area educational institutions on cooperative services.
10. Develop a promotional plan for educational programming.
11. Continue a formal television training program for high school students.
12. Evaluate the production quality of original educational programming.
13. Produce original children's programming.
14. Train 4 - 6th grade students in television production.
15. Promote services available at the library and promote reading and literacy.
16. Inform the public about innovative programs and activities that are going on in East Multnomah County schools.

Community Groups

Community groups are private non-profit organizations in East Multnomah County, and include social service agencies, fraternal clubs, civic organizations, youth club organizations, church groups and other special interest groups.

Special interest groups are any group of people with a common interest or concern who collectively agree to produce television programming about that subject, for example, the Northwest Amiga Group.

What we offer:

- Public access and community programming advocacy and education
- Outreach and encouragement to become a Public Access Producer
- Newsletter

- Community Bulletin Board
- Community Television Programs
- Training in Television Production
- Media access for Non-profit Organizations
- Cablecast of NPO programming
- Outreach to East Community groups by staff of services available
- Special television production training workshops beyond regular schedule
- Staff assistance in production

Objectives:

1. Provide direct outreach to East Multnomah County groups.
2. Co-produce programming at MCA with two minority groups and one other community group in East Multnomah County.
3. Train three community groups to produce a Public Service Announcement.
4. Offer special workshops (such as TV Production Preview, Studio Orientation, Mini-Mobile) to five groups.
5. Produce two cultural programs in East Multnomah County.
6. Produce two community issue programs in East Multnomah County.
7. Educate individuals within the East Multnomah County community groups about individual opportunities at MCA.
8. Evaluate the process of working with groups.
9. Evaluate co-productions and MCA productions.
10. Develop a promotion plan for community co-productions.
11. Develop a promotional plan for MCA community productions.

Volunteers and Interns

Volunteers in the staff-produced programming area of government, education and community programming work on studio, mini-mobile and field productions under the supervision of a staff person and an executive producer. These volunteers, typically with no prior experience in television production, get involved to learn in a "hands-on" atmosphere. Once these volunteers learn about equipment, they can move in to the public access area to produce their own programs, can crew for public access productions, or can continue in the "hands-on" program, learning directing and other more sophisticated television production techniques. These volunteers can be students from Mt. Hood Community College, people from the community interested in learning about television, people interested in learning a hobby and meeting new friends, and professional people looking to upgrade their skills.

Interns are students who may be paid by Multnomah Cable Access or colleges that place them here, they may receive college credit by working through MCA, or they may be work study students paid by Mt. Hood Community College. Interns are involved with MCA to learn about television production, and are supervised by MCA staff.

What we offer:

- Public access and community programming advocacy and education.
- Quarterly Newsletter, "Line Out," with information about volunteer opportunities, volunteer recognition articles, program scheduling, and general information.
- Hands-on training in television production, and special workshops.
- College credit for experience when applicable.
- Meals for volunteers and interns who work on staff-produced programming.
- Insurance coverage for volunteers and interns.
- Annual T-Shirt Awards
- Annual Summer Picnic

Objectives:

1. Develop a viable volunteer program based on client needs and MCA's needs.
2. Evaluate the present volunteer system.
3. Evaluate the present volunteer training system.

4. Evaluate the present internship program.
5. Evaluate MCA's way of rewarding and recognizing volunteers and interns.

Organizational Support

Financial Objectives:

1. Review financial policies on an annual basis.
2. Develop financial plans for the organization through 1998.
3. Provide an annual audit to the Multnomah Cable Regulatory Commission approved by the Board of Directors.

Resource Allocation Objectives:

1. Develop guidelines for resource allocation and equipment useage for staff programming and public access programming.
2. Study facility useage by individuals within and outside of the cable service area.

Board of Directors Objectives:

1. Recruit new members to fill Board vacancies.
2. Provide adequate training for the Board of Directors.
3. Create opportunities throughout the organization to reflect the diversity of the franchise area.

Staffing Objectives:

1. Determine individual and collective training and development needs, and develop a plan and budgetary requirements to address these needs.

MAR 29 1990

3/17/89



**MT.
HOOD
COMMUNITY
COLLEGE**

26000 S.E. STARK ST., GRESHAM, OREGON 97030 • (503) 667-6422

Dr. Paul E. Kreider, *President*

MEMO

TO: Multnomah CRC
& Julie Omelchuck, Cable Officer
FR: Jack Schommer
CTV Program Director
RE: PCTV 1989/90 Budget proposal

CC Eric Sankey

Budgeting for the PCTV evolves through the College's strategic plan, a copy of which was presented to the commission the first of the year. This plan will be revised during the 90/91 budget year and again presented to the commission for review. Some of this future planning has been incorporated into the 91 proposed budget a copy of which is attached.

Last year the program added new classes to the curriculum which expand lab time for second year students. We also expanded on the scope of intern opportunities available to students, both at Paragon and MCA. This year we hope to take the curriculum growth one step further and develop a certificate [one year] track. The PCTV's community communications training purview has reached a point where it needs to outreach undeveloped constituency. A certificate track coupled with the expanded curriculum should facilitate this.

90/91 PCTV BUDGET - Proposed

Acct. No.	Account name	1990 BUDGET	Encumbered Year to date	1991 BUDGET
		\$86,178.00		\$95,500.00
#095-2525-2105	Sal. Instructor F/T	\$28,066.00	\$28,066.00	\$31,022.00
#095-2525-2111	Sal. Instructors P/T	\$3,140.00	\$1,000.00	\$3,000.00
#095-2525-2120	Sal. Instructor Summer	\$1,000.00	\$1,000.00	\$1,500.00
#095-2525-2325	Sal. Maint Tech	\$0.00	\$0.00	\$4,000.00
#095-2525-2900	Sal. Students	\$10,000.00	\$10,000.00	\$13,000.00
#095-2525-3000	Fringe-General	\$14,443.00	\$14,443.00	\$15,830.00
#095-2525-4000	Supplies-Office	\$1,000.00	\$1,351.97	\$1,000.00
#095-2525-4005	Supplies-Graphic Serv.	\$2,000.00	\$317.54	\$1,000.00
#095-2525-4010	Supplies-instruction	\$3,000.00	\$1,106.44	\$3,000.00
	Supplies-Postage	\$0.00	\$0.00	\$0.00
#095-2525-4400	Travel-General	\$4,000.00	\$3,940.82	\$3,000.00
#095-2525-4605	Cont. Serv - Personal	\$1,800.00	\$0.00	\$0.00
#095-2525-4699	Cont. Serv. - Other	\$500.00	\$0.00	\$0.00
#095-2525-4849	Other Expenses-Misc	\$500.00	\$0.00	\$500.00
#095-2525-7000	Repair of Equipment	\$2,500.00	\$0.00	\$1,500.00
#095-2525-8030	Capital Outlay	\$14,229.00	\$11,550.40	\$17,148.00
	TOTAL	\$86,178.00	\$72,776.17	\$95,500.00
	Carry over		\$13,401.83	
	FRINGE F/T			
		@34.%	\$11,090.00	
	P/T			
	teaching	@12%	\$360.00	
	tech	@12%	\$480.00	
	Student Aid	@3%	\$3,900.00	
	TOTAL		\$15,830.00	

* notes on 91 budget *

SALARY - The F/T figures rely on the contract negotiated by the collective bargaining unit at Mt Hood. P/T Student salary line has increased which reflects the interest shown in internships offered through MCA and Paragon. Maintenance Tech was in last years budget on the contracted services line item and has been used to bring on a P/T engineer, this year that expense, which is shared with the Television Production Technology Program, has been placed in a Salary line item.

SUPPLIES - Supplies - Office covers general office supplies and postage. [average \$35/mo.]. Supplies - Postage is not used because college mail room services are billed against the supplies - office line item. Supplies - Graphic Services covers copier usage within the Communication Division office and bulk duplication and services done out of the college's print shop. [average \$55/mo.]. The Supplies - Instructional handles items not covered in the other line items. It gets used for a wide range of things, ie. software, subscriptions, books and training materials [\$1000 per year]. In the last two years this line item has been used for the many expendables associated with video production [\$400 per term].

TRAVEL - The decrease here is due to the fact I'll not be extending my term on the NFLCP National Board. However, it is important for the program to continue its presence within the NFLCP and this includes money to help defray student costs in attending local, regional and national conferences. The decrease will be even greater next year because while NFLCP's National Conference is in Washington DC this year Portland will host the 91 conference. Included in this budget is money to cover my attendance at a national conference NFLCP, NAB and/or NCTA.

CAPITAL OUTLAY - While it is important for PCTV students to utilize MCA facilities this use shouldn't overburden that facility. Equipment, purchased for the program is intended to aid student production and learning at Mt Hood while not creating a second access facility. Past PCTV Capital Outlay has been directed at areas in need of updates which included studio intercoms and field production gear. This year we are looking into enhancing editing capabilities, building toward an A/B roll system. It should be noted that MHCC has replaced all of the program's stolen equipment so that the program has not expended any funds re-equipping.



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

To: Commissioner Anderson
Commissioner Bauman
Commissioner Kafoury
Commissioner Kelley

From: Gladys McCoy, Chair 

Re: Agenda Item R-2, April 26.

April 25, 1990

Per Kathy Busse's memo of April 25 (attached), I am removing Item R-2 from the Board's Formal Agenda for April 26 (tomorrow).

cc. Clerk of the Board
Linda Alexander

1990 APR 25 11 54 18
MULTNOMAH COUNTY
OREGON

**MULTNOMAH COUNTY OREGON**

DEPARTMENT OF GENERAL SERVICES
ADMINISTRATIVE SERVICES DIVISION
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-5111

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: Kathy Busse, DGS *Kathy Busse*
Administrative Services Division

cc: Linda Alexander, DGS, Director

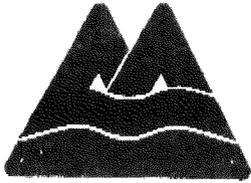
DATE: April 25, 1990

RE: Request to Withdraw Item No. R-2 From BCC Agenda

A Budget Modification to conduct a franchising process for rural unincorporated east Multnomah County is no longer needed because Cablevision Inc. has withdrawn the application.

Since there is no immediate interest, we feel it would not be advisable to conduct a public process at this time, therefore we withdraw the request for a budget modification.

D27ADM/KB/md



MULTNOMAH COUNTY OREGON

OFFICE OF COUNTY COUNSEL
1120 S.W. FIFTH AVENUE, SUITE 1530
P.O. BOX 649
PORTLAND, OREGON 97207-0849
(503) 248-3138
FAX 248-3377

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY
SHARRON KELLEY

FAX TRANSMITTAL

DATE: 4-25-90
TIME: 10:45 AM
FAX NO: _____
NUMBER OF PAGES: 2
(Including this page)

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
SANDRA N. DUFFY
J. MICHAEL DOYLE
GERALD H. ITKIN
H. H. LAZENBY, JR.
PAUL G. MACKAY
MATTHEW O. RYAN
MARK B. WILLIAMS

TO: Fred Neal
Comm McCoy's Office.

FROM: Chip Hazenby

COMMENTS: And this is the thanks we
get !!!

1990 APR 25 PM 4:48
MULTNOMAH COUNTY
OREGON
COUNTY COMMISSIONERS OFFICE

THOMAS L. GALLAGHER, JR.

ATTORNEY AT LAW
761 N.W. HARRISON
P.O. BOX 1674
CORVALLIS, OREGON 97339-1674
(503) 754-1968

5-397C

April 24, 1990

Mr. H. H. Lazenby, Jr.
Assistant County Counsel
Office of County Counsel
1120 SW Fifth Avenue, Suite 1530
P.O. Box 849
Portland, OR 97207-0849

RE: Application of Cablevision of Texas

Dear Chip:

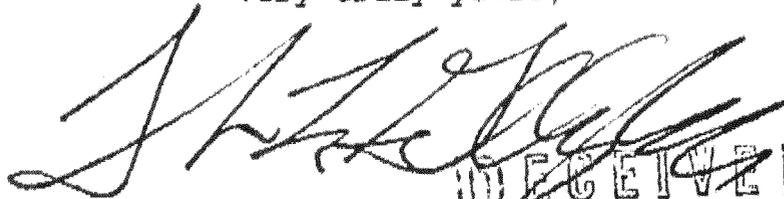
I have been representing Peoples' Cablevision, Inc. (Peoples') which, in turn, has been acting as a consultant to Cablevision of Texas (Cablevision). Cablevision has, as you know, applied to obtain a franchise for a cable television system in Multnomah County.

Peoples' has just recently been advised by Cablevision that, due to the delays in the regulatory process, it is no longer interested in pursuing the application. This, obviously, is a great disappointment to Peoples', but it is a matter over which it has no control.

A representative of Cablevision has probably by now advised you of its intent not to pursue its application. Nevertheless, I wanted to be certain that you got notice of the change of plans by Cablevision so that the County would not waste any of its resources in pursuing the matter.

Thank you very much for your professional courtesies in connection with this matter.

Very truly yours,



Thomas L. Gallagher, Jr.

RECEIVED

TLG/kaw

cc: Peoples' Cablevision, Inc.

APR 25 1990

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORF



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY
SHARRON KELLEY

M E M O R A N D U M

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

FROM: H. H. Lazenby, Jr. *HL*
Assistant County Counsel (106/1530)

DATE: April 23, 1990

RE: Agenda Item R-2 relating to Cable Franchise Applications Procedure

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
SANDRA N. DUFFY
J. MICHAEL DOYLE
GERALD H. ITKIN
H. H. LAZENBY, JR.
PAUL G. MACKEY
MATTHEW O. RYAN
MARK B. WILLIAMS

1120 SW 5TH AVENUE
 PORTLAND, OREGON 97207
 1990 APR 23 PM 12:42
 COUNTY COUNSEL
 LAURENCE KRESSEL

Item R-2 on this week's agenda allocates \$10,000 for a consultant to analyze a cable TV franchise application for a portion of unincorporated Multnomah County. This memo: (1) provides the Board with background on the issues presented by this policy; and (2) sets forth the procedure for the Board action on the franchise application.

1. BACKGROUND

Cablevision of Texas (Cablevision) currently operates a cable system in Clackamas County. Cablevision has applied to expand its operations into an area of unincorporated east Multnomah County. The area in question is within the area of Paragon Cable's current franchise, but is not now being served by Paragon.

In 1982, Multnomah County entered into an Intergovernmental Agreement (IGA) with Gresham, Troutdale, Wood Village, and Fairview to create the Multnomah Cable Regulatory Commission (MCRC). The IGA reserved the right to act upon and grant new franchise applications. Under the IGA, as presently written

the primary role of the MCRC is to regulate existing cable operations. Thus, when an application for a new franchise is received, it is the County's responsibility to act upon the application.

At present, the County itself does not have staff resources to assist the Board in dealing with such applications. Item R-2 represents a short term solution to this problem. Under this agenda item, the MCRC would be funded to hire and supervise a consultant to analyze the Cablevision application and report back to the Board on the technical and financial aspects of the application. (In addition, this consultant may provide the Board with guidance on another application for a franchise involving an apartment complex.)

The County can expect to receive more franchise applications in the future for a variety of reasons:

- Development of unincorporated Multnomah County may trigger greater interest in serving the County with cable.
- The development of multi-family housing complexes may create an opportunity for the County to franchise satellite operations. For example, a company that wishes to install a satellite dish to serve a multi-unit development may need to use a public right-of-way to strand cable. This requires a cable franchise under the Cable Act (47 USC § 522(6)(B)).
- Congress deregulated the cable industry in 1984; however, resultant rapid rise in cable rates nationwide has renewed Congressional interest in re-regulating the cable industry. This may result in changes in Federal law which give local governments greater regulatory power (e.g. the power to control rate structure and service components directly).

To the extent that the County does not presently have the power to force franchise holders to provide service in certain areas and the Cable Communications Act of 1984 seems to encourage competition, it would be wise for the County to develop a process and structure to quickly act upon future franchise applications. In the long run, the County may have to develop its own regulatory resources in the cable area or alter its relationship with the MCRC.

Board of County Commissioners
April 23, 1990
Page 3

2. PROCEDURE FOR HANDLING THE CABLEVISION APPLICATION

The County presently has no detailed procedures or steps for responding to this type of application. MCC 6.70.030 provides:

Prior to entering into any franchise agreement authorized (by this Code), the Board will establish and follow an open and fair process that provides for public input to determine the area to be served, the minimum standards for service, public benefits to be provided by the operator of the cable system and the procedures to be used to select an operator or operators to serve the area in question.

To carry out this general code requirement, I recommend that the Board of County Commissioners adopt a resolution which outlines the procedure that will be followed regarding the Cablevision request. Such a resolution would give structure to the process. A draft is attached for your consideration in conjunction with item R-2.

5ATTY.73/ac

Attachment

cc: Julie Omelchuck
Fred Neal
Diane Linn
Thomas Gallagher
Kathy Woods

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of Establishing)
a Procedure for Acting On A)
Cable Television) RESOLUTION
Franchise Application)

WHEREAS, Multnomah County has primary responsibility for granting cable franchises in unincorporated areas of Multnomah County; and

WHEREAS, the County has received certain applications by Cablevision of Texas to provide cable services in east Multnomah County; and

WHEREAS, MCC 6.70.030 provides: "the Board will establish and follow an open and fair process that provides for public input to determine the area to be served, the minimum standards for service, public benefits to be provided by the operator of the cable system, and the procedures to be used to select an operator or operators to serve the area in question"; and

WHEREAS, it is important for cable services to be provided in a uniform manner in Multnomah County; and

WHEREAS, the Multnomah Cable Regulatory Commission (MCRC) has agreed to assist the County in evaluating the current application by selecting an expert to analyze the application; and

WHEREAS, it is the Board's desire that the applications be acted upon as soon as possible;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS DO HEREBY RESOLVE:

The process for reviewing the applications shall be as follows:

1. The MCRC shall hire a consultant to analyze the current franchise applications and arrange for the consultant to present her/his report to the Board within 45 days of this resolution.
2. At the presentation of the report to the Board of County Commissioners, all interested parties will have an opportunity to comment upon the report and testify before the Board on the merits of the application.

3. The Board of County commissioners will promptly review the report and all relevant information and take appropriate action on the application.

ADOPTED this _____ day of _____, 1990.

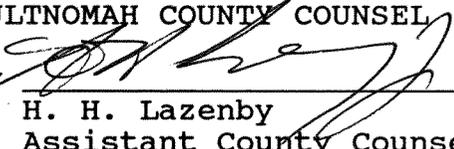
(SEAL)

By _____
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

MULTNOMAH COUNTY COUNSEL

By



H. H. Lazenby
Assistant County Counsel

4/23/90:1

5ATTY.72/ac

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR 04/26/90 (Date)
 DEPARTMENT General Services DIVISION Admin. Services/Cable TV
 CONTACT Julie Omelchuck TELEPHONE 248-3576
 *NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Julie Omelchuck/Chip Lazenby

SUGGESTED

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

General Fund Contingency Transfer - to provide funding for processing of a new Cable Franchise application.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

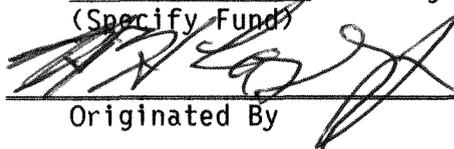
This budget modification requests the transfer of \$10,000 from the General Fund Contingency to provide consulting services for the processing of a new Cable Franchise application.

RECEIVED
 COUNTY CLERK
 1990 APR 17 PM 4:36
 MULTNOMAH COUNTY
 OREGON

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

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

General Fund Contingency before this modification (as of <u>04/16/90</u>)	\$ <u>1,797,679</u>
(Specify Fund) _____ (Date)	
After this modification	\$ <u>1,787,679</u>

Originated By 	Date <u>4-16-90</u>	Department Manager <u>Jinda Alexander</u>	Date <u>4-16-90</u>
Budget Analyst <u>J. Mark Campbell</u>	Date <u>4-16-90</u>	Personnel Analyst	Date
Board Approval			Date

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. DGS 15 2. Amount requested from General Fund Contingency: \$ 10,000

3. Summary of request:

This Contingency request will provide funds for consulting services to process a new Cable Television Franchise application. By terms of the IGA which created the Mulntomah Cable Regulatory Commission (MRCR), Cable Fund revenues can only be used for oversight and regulatory activities of the joint cable communication system currently owned by Paragon.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? No If so, when? _____
If so, what were the circumstances of its denial?

5. Why was this expenditure not included in the annual budget process?

Franchise application request was received in March, 1990.

6. What efforts have been made to identify funds from another source within the Department, to cover this expenditure? Why are no other Departmental sources of funds available?

Cable TV funds cannot be used for this purpose. However, it is likely that the General Fund can receive reimbursement upon completion of the application process.

7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

8. This request is for a (Quarterly _____, Emergency X) review.

9. FOR EMERGENCY REQUESTS ONLY: Describe in detail on an additional sheet the costs or risks that would be incurred by waiting for the next quarterly review, in justification of the emergency nature of this request. **(See Attached)**

10. Attach any additional information or comments you feel helpful.

Signature of Department Head/Elected Official

Date



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GRETCHEN KAFOURY
SHARRON KELLEY

M E M O R A N D U M

TO: Mark Campbell
Budget Analyst (106/1400)

FROM: H. H. Lazenby, Jr. 
Assistant County Counsel (106/1530)

DATE: April 10, 1990

RE: Cable Regulatory Commission Budget
Modification

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
SANDRA N. DUFFY
J. MICHAEL DOYLE
GERALD H. ITKIN
H. H. LAZENBY, JR.
PAUL G. MACKAY
MATTHEW O. RYAN
MARK B. WILLIAMS

This confirms our phone conversation today. Multnomah County, under the Cable Communications Act of 1984, retains the right to grant franchises for the operation of cable enterprises and to collect fees from the operation of such systems.

In 1982 Multnomah County passed an ordinance retaining full authority to act upon and grant new franchises. At the same time, the County entered into an Intergovernmental Agreement with a number of other public bodies in east county which created the Multnomah Cable Regulatory Commission (MCRC). MCRC is responsible for regulating existing cable franchises but has no power or staff to analyze franchise applications. This power is reserved to Multnomah County.

The County received an application for a new franchise in east Multnomah County in March. The County has no staff at present who can evaluate this application. County Chair Gladys McCoy has requested assistance from MCRC (see attached letter). The MCRC has indicated that they would hire a consultant to do the evaluation for the County (see attached letter).

I believe the County needs to get moving on this project as soon as possible and the first step is getting a consultant hired. Thanks for your special attention to this request. I know this is really a busy time.

5ATTY.61/ac
Attachments

cc: Julie Omelchuck (106/1430)



GLADYS McCOY, Multnomah County Chair

Room 134, County Courthouse
1021 S.W. Fourth Avenue
Portland, Oregon 97204
(503) 248-3308

March 26, 1990

Rodger Clawson, President
Multnomah Cable Regulatory Commission
1120 S.W. Fifth Avenue, Room 1430
Portland, Oregon 97204

Re: Cable Television Service Franchise Application

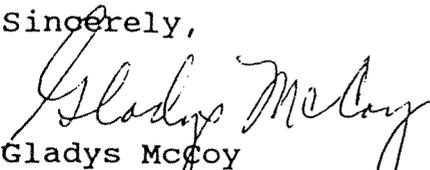
Dear Rodger:

Multnomah County has recently received an application for a franchise to provide cable television service to portions of unincorporated Multnomah County. On behalf of Multnomah County, I would ask the Multnomah Cable Regulatory Commission to assist Multnomah County in evaluating this proposal.

It is important for Multnomah County to maintain a consistent policy regarding the provision of cable service and the establishment of franchises. Your organization can serve as an important resource in helping the Board gather the information necessary to act on this application.

The County is prepared to explore carefully the potential franchise for this unserved area. We would appreciate it if your staff could prepare a proposal for the full Board to consider as soon as possible.

Sincerely,


Gladys McCoy
Multnomah County Chair

cc: Multnomah Cable Regulatory Commission Commissioners
Julie Omelchuck, Director

MULTNOMAH CABLE REGULATORY COMMISSION

MULTNOMAH COUNTY, GRESHAM, FAIRVIEW, TROUTDALE AND WOOD VILLAGE

Commissioners:

Rodger Clawson, *President*
Ron Sherwood, *Vice President*
Margaret Templeton
Lee Moore
Mary Fournier

1120 SW 5th Avenue
Room 1430
Portland, OR 97204
(503) 248-3576

RECEIVED

APR 03 1990

COUNTY COUNSEL FOR
MULTNOMAH COUNTY, ORE.

Julie S. Omelchuck, Director
Christina Witka, Cable Assistant

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners

FROM: Julie S. Omelchuck 
Director

DATE: March 30, 1990

SUBJECT: Cablevision's Request for Franchise

This memo is in response to your letter to Commission President Clawson requesting the Multnomah Cable Regulatory Commission to assist Multnomah County in evaluating Cablevision's application for a franchise in the County. This letter contains information about the scope of work and resources needed for Multnomah County to process the cable television franchise application.

As you know, the Intergovernmental Agreement which created the Multnomah Cable Regulatory Commission pertains only to regulation and oversight of the joint cable communications system currently owned by Paragon. Therefore, processing new franchise applications for Multnomah County is not part of the Cable Regulatory Office's work plan. Although the office's work program is overflowing, the Cable Regulatory Commission has instructed its staff to provide minimum time and some expertise to the County's process.

It agreed to this arrangement for several reasons:

- The MCRC recognizes the need for consistency in all cable TV franchises serving Multnomah County and the East County cities.
- In the long term, the MCRC believes that having one body to administer franchises makes sense from both public policy and practical perspectives and that franchise areas should bear proportionate shares of the total cost of access services and regulation.

I would need to limit my time to overseeing a consulting contract for a project manager and serving as technical advisor to the consultant in cable-related areas.

Gladys McCoy, Chair
March 30, 1990
Page 2

I foresee the project's scope of work including the following:

design process/timeline	12 hrs.
develop Request for Information	10 hrs.
evaluate financial qualifications and plans of applicant	40 hrs.
draft and negotiate a franchise agreement	40 hrs.
assist County in approval process	10 hrs.

Based on past franchising processes in other Multnomah County areas of similar size and on some consultants' estimates, I believe, the total cost for the project will be close to \$10,000.

The County could seek reimbursement from the franchise applicant for these costs as, I believe, the County has a legitimate right to charge a fee directly related to processing an application.

If you need any further information or clarification, feel free to contact me.

1614C/JO/cw

cc: MCRC Members
Chip Lazenby

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 26 1990
Agenda No. R-3

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Intergovernmental Agreement
Herman Miller Furnishings
Portland State University

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services

DIVISION Administrative Services

CONTACT Marion Grabarits

TELEPHONE 248-5111

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Lillie Walker

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

Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller furnishings to be used by Portland State University in accordance with Bid No. B43-100-3028.

Originals to Marion 4/27/90

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

GENERAL FUND

OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: *[Signature]*

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) *[Signature]*

OTHER *[Signature]*
(Purchasing, Facilities Management, etc.)

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

1990 APR 26 PM 4:55
CLERK OF COUNTY COMMISSIONERS
OREGON

BUSINESS AFFAIRS
PURCHASING
P.O. BOX 951
503/229-3441



PORTLAND STATE
UNIVERSITY
PORTLAND, OREGON
97207

April 2, 1990

LILLIE WALKER, PURCHASING MANAGER
MULTNOMAH COUNTY, OREGON
2505 SE 11TH
PORTLAND OR 97202

Dear Lillie:

On April 3, 1989 Multnomah County and Portland State University executed an Intergovernmental Agreement to purchase Herman Miller Furnishings from your contract with Environetics, Inc. The contract number was 400969, a copy of which is attached. Portland State would like to again utilize the agreement to outfit our new library addition scheduled for completion this June. Would you please initiate the process for renewal of the Interagency Agreement by Multnomah County. We would also need a copy of the renewal notice between the County and Environetics, Inc., to send to State Purchasing in our request to continue to use your contract.

Thank you for establishing such a favorable contract and providing that it can be shared with other public agencies.

If you have any questions please contact me at 725-3611.

Very Truly Yours

Doug White
Purchasing Manager

SF/alr

APR 11 1990
MULTNOMAH COUNTY

R E Q U I R E M E N T S

C O N T R A C T

No. 30035-9

THIS AGREEMENT, made and entered into this 1st day of September, 1988, by and between the COUNTY OF MULTNOMAH, State of Oregon, hereinafter referred to as the County, and ENVIRONETICS, INC., 17380 Boones Ferry Road, Lake Oswego, OR, 97034, phone 635-8141, Andy Nacrelli, hereinafter referred to as the Contractor,

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I. Description of Goods: Contractor shall and will sell and deliver to the County Herman Miller Action Office Furnishings and Accessories on a requirements basis per Bid No. B43-100-3028, in strict accordance with the plans and specifications prepared for the same, which plans and specifications shall be and are a part of this contract as much so as though they had been fully copied hereinto.

ARTICLE II. Payment: The County will pay to the Contractor for said services and material so sold and delivered the amount specified by the Contractor in response to the bid and incorporated herein as Article VIII, being the sum named in the Contractor's bid, subject to additions and deductions as hereinafter provided. Payment will be made not later than the 15th of the month following the current month within which services have been provided by the Contractor.

ARTICLE III. Payment Approval: No payment shall be made except upon the approval of the Purchasing Director in writing after approval of the services and material so sold and delivered. Delivery shall be made at the time and place indicated by said official.

ARTICLE IV. Failure to Deliver: That in case of the Contractor's failure to deliver said services within the time limited herein, the County shall have the right to supply the deficiency by procurement in the open market or otherwise purchasing any of the materials so required at such place as the County may elect, with a view to promptly obtaining said material, and at a fair and reasonable price at the expense of the Contractor, and in case said Contractor fails to perform any of the conditions of said contract, the right is hereby expressly reserved to the County to elect whether the Contractor shall be permitted to continue performance as to the remaining parts or whether the entire unperformed part shall be procured at the expense of the Contractor; provided, that in the event additional time for the performance of the contract is granted to the Contractor, the cost of inspection and other expense and damages to the County incidental thereto, if any, shall be charged to the Contractor.

ARTICLE V. Indemnification: The Contractor agrees to hold and save the County and all its officers and agents harmless from and against all claims of

every nature or kind for or on account of the use of any patented article, combination or process which may affect the material delivered or work done under this contract.

ARTICLE VI. State Law Compliance: The Contractor agrees to make payment promptly as due to all persons supplying such Contractor with labor or materials for the prosecution of the work provided for in this contract, and that said Contractor will not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished, and agrees further that no person shall be employed for more than eight hours in any one day, or forty hours in any one week; unless in case of necessity or emergency, or where the public policy absolutely requires it, and in such case to pay wages in accordance with the provisions of ORS 279.334 and ORS 279.338 where applicable.

The Contractor agrees that should the Contractor fail, neglect or refuse to make prompt payment of any claim for labor or services furnished by any person for the prosecution of the work provided in this contract as said claim becomes due, whether said services and labor be performed for said Contractor or a subcontractor, fail, neglect, or refuse to make all contributions or amounts due the State Industrial Accident Fund or to the State Unemployment Compensation Fund, and all sums withheld from employees due the State Department of Revenue, then and in such event the said County and the other proper officers representing said County may pay such claim or funds to the person furnishing such labor or services or to the State Industrial Accident Commission or to the State Unemployment Compensation or to the State Department of Revenue and charge the amount thereof against funds due or to become due said Contractor by reason of his said contract, but payment of any such claims in the manner herein authorized shall not relieve the contractor or his surety from his or its obligation with respect to any unpaid claims.

The Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical or hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor of all sums which the said Contractor agrees to pay for such services, and all moneys and sums which the Contractor may or shall have deducted from the wages of his/her employees for such services.

ARTICLE VII. Nonappropriation: The Contractor agrees that if payment for this contract extends into County's next fiscal year, it is made subject to future appropriations by the Board of County Commissioners of Multnomah County, Oregon to fund its provisions; and may be cancelled by County upon thirty days written notice to Contractor of any such failure.

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

COUNTY OF MULTNOMAH, State of Oregon

APPROVED AS TO FORM:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Gladys McCoy* RB
Gladys McCoy, County Chair

By *[Signature]*
Assistant County Counsel

ENVIRONETICS, INC.

[Signature] Contractor
WILLIAM D MILLER
President Contractor

RB:CLS
081788



ARTICLE VIII

RECEIVED

JUL 29 1988

MULTNOMAH COUNTY, OREGON

ENVIRONMENTICS, INC.

INVITATION FOR BIDS # B43-100-3028 To be opened 2 P.M., August 11, 1988

SEALED BIDS will be received by the Purchasing Director of Multnomah County in the Ford Building Lobby, 2505 S.E. 11th Avenue, Portland, Oregon, 97202, until 2 P.M. Pacific Time and will be publicly opened and read for furnishing Herman Miller Furnishings and Accessories on a requirements basis for a period of one year with two, one year, optional renewals

in estimated quantities and as per specifications as indicated herein. To insure proper bid identification and handling, USE THE BID ENVELOPE, attached herewith.

Specifications are on file with the Purchasing Department and may be seen there, and copies thereof may be obtained at the office of the Purchasing Director, 2505 S.E. 11th Avenue, Portland, Oregon, 97202. Protests to the specifications will not be considered unless detailed in official correspondence to the Purchasing Director and received five (5) days or more prior to the opening date.

As required by ORS 279.021, Multnomah County shall always--price, fitness and quality being equal--prefer supplies, goods, wares, merchandise, manufacturers or produce that has been grown, manufactured or produced in this State and shall next prefer such as have been partially manufactured, grown or produced in this State.

Also the constitutional debt limitation for counties requires any county contract which extends beyond the current fiscal year to be executed subject to future appropriations to fund its provisions, and contract documents will reflect this condition.

Pursuant to Multnomah County Administrative Rules, the County may, in its discretion, waive the bid security requirements of ORS 279.033 for contracts other than those for public improvements. No proposal will be considered unless accompanied by a check payable to Multnomah County, certified by a responsible bank, or in lieu thereof a surety bond for an amount equal to ten percent of the aggregate proposal, unless otherwise specified in the space provided below. The successful bidder shall furnish a bond satisfactory to the Board in the full amount of the contract.

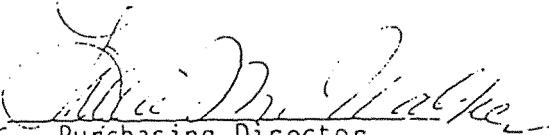
Surety Bond: W A I V E D

The right is expressly reserved to reject any and all bids.

Dated at Portland, Oregon July 19 _____, 1988.

Board of County Commissioners
MULTNOMAH COUNTY, OREGON

Publication Dates July 28, 29 & Aug. 1, 1988

By 
Lillie M. Walker, Purchasing Director

To the Board of County Commissioners:

The undersigned proposes to furnish the services herein mentioned at the unit price indicated, all in accordance with the specifications and provisions as herein above set forth, attached hereto and made a part hereof;

In compliance with ORS 279.350 for public works projects and as a part of this bid, the bidder herein agrees to covenant in his contract and it shall be a condition of his bond that in performing his contract he will pay and cause to be paid not less than the prevailing rate of wages as of the date of his bid in such county per hour, per day and per week for and to each and every workman who may be employed in and about the performance of his contract. If the public officers who make the contract determine at any time that the prevailing rate of wages has not been or is not being paid as required by the contract, they may retain from the moneys due to the contractor an amount sufficient to make up the difference between the wages actually paid and the prevailing rate of wages, and they may also cancel the contract.

The undersigned bidder hereby represents as follows: That this bid is made without connection with any person, firm or corporation making a bid for the same material, and is all respects fair and without collusion or fraud.

Delivery to be F.O.B. destination within 8 weeks days after receipt of order. *Note: Reduced response time available on many items.*

Accompanying this proposal is a WAIVED in the ("Certified Check" or "Bidders Bond")

amount of _____ Dollars (\$) which is not less than ten percent of the total amount of this bid.

(Signature of bidder) Environetics, Inc.
legal name of firm or corporation
By Andrew F. Merrill
(Name)

Dated August 10, 1988

RECEIVED
JUL 29 1988
ENVIRONETICS, INC.

Sales Executive
(Title)
Address 17380 SW. Boones Ferry Rd.
Lake Oswego, OR 97035

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 3

INSTRUCTIONS TO BIDDERSIMPORTANT NOTICE REGARDING VENDOR SELECTION LIST

If your firm does not wish to bid at this time, but wishes to remain on the vendor selection list for other office furniture, please send a written "NO BID" to the above address or call Roger A. Bruno at 503-248-5111 and submit a verbal "NO BID" no later than August 11, 1988.

All vendors not responding (written or oral) to this invitation to bid may be automatically dropped from the future vendor selection list for this item category, but will remain on all other lists applied for.

EQUIVALENT PRODUCTS

No substitutions will be allowed on the Herman Miller brand, per Multnomah County PCRB exemption exempting this item from substitutions.

METHOD OF AWARD

Award will be made to the bidder submitting the lowest responsive bid. The award will be made on an all-or-none basis, as in the best interest of the County. The right is expressly reserved to reject any or all bids.

CLARIFICATION OF SPECIFICATIONS

Any vendor requiring further clarification of the information contained herein should submit specific questions in writing to:

Multnomah County Purchasing Section
c/o Roger A. Bruno, Buyer
2505 S.E. 11th Avenue
Portland, OR 97202

A written response will be provided to those questions which are deemed appropriate, copies of which will be sent to all vendors in receipt of this IFB. Questions will not be answered verbally except those which would clarify specifications and requirements of this IFB and as further provided herein. However, any actions or changes resulting from these communications will be forwarded to all bidders as an addendum to this IFB.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 4

Oral instructions or information concerning the specifications for the projects or requirements given out by County officers, employees or agents to prospective bidders shall not bind the County. Any addenda shall be issued by the Purchasing Agent not less than five (5) days prior to bid opening.

CANCELLATION

Multnomah County reserves the right to cancel award of this contract at any time before execution of the contract by both parties if cancellation is deemed to be in Multnomah County's best interest. In no event shall Multnomah County have any liability for the cancellation of award. The bidder assumes the sole risk and responsibility for all expenses connected with the preparation of its bid.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 5

TERMS

TERMS OF PAYMENT

Discounts for early payment will be considered in awarding the bid if at least 20 days are allowed for making payment. Discount time shall commence upon receipt of material/services or properly executed invoice, whichever is the later.

Please indicate terms in space provided above on Page 1. If terms are not indicated on the bid, the invoice will be paid on a net 30 days basis.

GUARANTEE OF PURCHASES

The County makes no guarantee as to the quantity of purchases that will be made from this agreement. The dollar figure being bid is an approximation only, based on prior usage.

F.O.B.

All prices are to be quoted F.O.B. destination to:

Multnomah County
Any location
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 6

CONTRACT CONDITIONS

TERM OF CONTRACT

The time period for this contract shall be from date of signature, 1988, through August 31, 1989.

TRIAL PERIOD

The first 60 days of the contract shall be a trial period as related to contract service and specification compliance.

A contractor who is not in compliance during this "trial period" may be terminated by the County with 10 calendar days written notice of noncompliance. The contractor shall also have the option to give 10 calendar days notice of termination to the County during this trial period should conditions arise which would preclude the contractor from complying with the contract provisions. Should such a termination occur, the County shall have the option to make a contract award offer to the best qualified contractor who is the next lowest bidder.

RENEWAL

The County shall have the option to renew this contract subject to approval of the contractor, for two additional one year periods upon a 30 day written notice. Any price adjustments must be submitted by the contractor, with its approval of the renewal agreement, before the first contract period expires on August 30, 1989. The County reserves the right to reject any renewal acceptance by the contractor that contains modifications of the contract unacceptable to the County.

Should the County not receive written acceptance of the renewal offer within two (2) weeks of the written notice to renew, it will be assumed that the contractor accepts the renewal agreement and will abide by all the terms, conditions, instructions, prices, percentages, etc., of the existing contract at time of renewal.

The County will be under no obligations to renew the contract. Multnomah County may, at its discretion, rebid the contract after the first contract period.

TERMINATION

This agreement may be terminated at any time, with cause, by the County or by the contractor upon giving not less than thirty (30) days written notice of ter-

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 7

mination to the other party. The County may also terminate at any location that may be closed down or moved; such partial termination shall not affect the obligation of the contractor to fulfill the contract at other locations. Failure to live up to the specifications will be considered good and sufficient cause.

PRICE STABILITY

Prices shall be firm for the agreement period.

Note: Discounts firm based on current list.

NONPERFORMANCE

In the event of nonperformance under the resulting contract, the County shall have the right to obtain from other sources such products and/or services as may be required to accomplish the work not performed, and it is agreed that the difference in cost, if any, for said work or goods shall be borne by the contractor.

For purposes of this section, nonperformance shall be defined as failure to appear and perform work and/or deliver goods as specified and scheduled.

ASSIGNMENT

Neither the contract nor any of the requirements, rights, or privileges demanded by it may be sold, assigned, contracted, or transferred by the contractor without the express written consent of the Purchasing Director of Multnomah County.

INTERGOVERNMENTAL AGREEMENT

If requested, this offer shall be extended to any interested public agency pending the completion of an Intergovernmental Agreement between Multnomah County and the other public agency.

MULTNOMAH COUNTY, OREGON

INVITATION FOR BIDS, continued

Page 8

RECEIVED

JUL 29 1988

BIDDING SHEET

ENVIRONETICS, INC.

Herman Miller Furnishings and Accessories
on a requirements basisPercentage Off List Price _____
Herman Miller Action Office

- 57.5% off list, Standard delivery
- 56.5% off list, Rapid Response
- 60% off list, for orders of \$250,000 - 500,000 list.
- Negotiable discount for orders in excess of \$500,000 list.

Multnomah County purchases approximately \$100,000.00 worth of Herman Miller items per year.

All discounts are based on the current list price at time of order.

RB:CLS
071888



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 400960

Amendment # _____

MULTNOMAH COUNTY OREGON

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-3 April 26, 1990</p>
--	--	--

Contact Person Marion Grabarits Phone 248-5111 Date 4/5/90

Department DGS Division ADM/Serv/Purch. Bldg/Room 421/1st

Description of Contract Intergovernmental Agreement to allow the County's contract for the purchase of Herman Miller Furnishings to be used by Portland State University in accordance with bid no.B43-100-3028.

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

ORS/AR # AR10.010A Contractor is MBE WBE QRF

Contractor Name Portland State University
 Mailing Address Business Affairs Purchasing
P.O. Box 951
Portland, OR 97207
 Phone (503) 229-3441 Steven Fishler
 Employer ID # or SS # _____ Doug White
 Effective Date Upon signature
 Termination Date August 30, 1990
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ n/a

Payment Term
 Lump Sum \$ _____
 Monthly \$ _____
 Other \$ _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager [Signature] Date 4/17/90
 Purchasing Director _____ Date _____
 (Class II Contracts Only)
 County Counsel [Signature] Date 4/12/90
 County Chair/Sheriff [Signature] Date 4/26/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

**INTERGOVERNMENTAL AGREEMENT
FOR PURCHASE OF FURNISHINGS AND OFFICE SYSTEMS**

THIS AGREEMENT, dated April 5, 1990, is between Multnomah County, a political subdivision of the State of Oregon (hereinafter County) and Portland State University, P.O. Box 951, Portland, OR 97207, a political subdivision of the State of Oregon (hereinafter University).

WHEREAS, the parties hereto are both political entities authorized to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

WHEREAS, the County has conducted a request for bids and has selected Environetics, Inc. as the vendor of Herman Miller Action Office Furnishings and Accessories.

WHEREAS, the County's contract with the vendor requires the vendor to make the same discounts on pricing available to other public entities through August, 1990.

WHEREAS, the University wishes to make Herman Miller Action Office Furnishings and Accessories purchases pursuant to the County contract since such purchases will be in the public interest and will benefit the University due to the advantageous pricing offered and the thoroughness of the County's request for proposals;

NOW, THEREFORE, the parties hereto agree as follows:

1. County assigns to the University the right to make purchases under the County's contract with Environetics, Inc. under County contract #300359 dated September 1, 1988.
2. This Agreement will expire on August 30, 1990, and is renewable for a one year period.
3. The County assumes no liability, financial or otherwise, on behalf of the University for the University's use of the County's contract with Environetics, Inc.

IN WITNESS WHEREOF, the University and the County have caused this contract to be executed by their duly authorized representative(s), all on the day and year first written above.

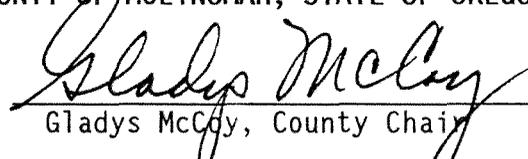
REVIEWED:



Laurence Kressel, County Counsel

RATIFIED
Multnomah County Board
of Commissioners
April 26, 1990

COUNTY OF MULTNOMAH, STATE OF OREGON

By 

Gladys McCoy, County Chair

PORTLAND STATE UNIVERSITY

By _____

Title

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 26 1990
Agenda No. R-4

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: PCRB EXEMPTION

Informal Only * _____
(Date)

Formal Only _____
(Date)

DEPARTMENT General Services

DIVISION Administrative Serv/Purchasing

CONTACT Lillie Walker/Larry Nicholas

TELEPHONE 248-5111 / 248-5105

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

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

Request of the Board of County Commissioners, acting as PCRB, for an exemption to waive the 20% limitation on Contract Change Orders for the Broadway Bridge Renovation Project.

*4/20/90 copies of notice & application sent to PCRB list & Lillie, Larry & Linda
4/27/90 copies of approval notice & order sent to PCRB list & Lillie, Larry & Linda*

ACTION REQUESTED:

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 minutes

IMPACT:

- PERSONNEL
- FISCAL/BUDGETARY
- GENERAL FUND
- OTHER _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER Lillie M. Walker JR _____
(Purchasing, Facilities Management, etc.)

1990 APR 17 PM 4:35
COUNTY COMMISSIONER
MULTICOUNTY
OREGON

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



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

April 10, 1990

TO: Lillie M. Walker, Director
Purchasing Department

DATE:

FROM: Paul Yarborough, Director
Department of Environmental Services

SUBJECT: Broadway Bridge - Temporary Drive System

Date Action is Required: ASAP

Purpose

The purpose of this memorandum is to request a waiver from the competitive bidding process to install and operate a temporary drive system which will enable full opening of the Broadway Bridge moveable span while it's machinery controlling components are being repaired by Lorentz Bruun Company under an existing contract #301620. This additional work will be a change order to the existing contract with Lorentz Bruun Company.

Background

In January 1990 the County awarded a contract to Lorentz Bruun Company of Portland, Oregon in the amount of \$797,860 to renovate mechanical components on the double-leaf bascule Broadway Bridge. The work involves the rehabilitation or replacement of the moveable parts of the machinery controlling the moving spans.

On June 12, 1989, during the design phase, the County received preliminary authorization from the United States Coast Guard to immobilize one leaf while repairs were made. Subsequent to contract award on February 16, 1990, the USCG rescinded the single-leaf opening and required the County to maintain full opening capabilities of both moveable leaves during the life of the contract.

Accordingly several alternatives were investigated by County staff in cooperation with our consultants Sverdrup Corporation and Stafford Engineering. The alternatives were narrowed down to an auxiliary drive (winch) system, truss bracing system, and cable tie-back system.

The alternative selected utilizes a temporary auxiliary drive system which will enable full opening of one moveable span leaf while the machinery controlling components for that span are being repaired. This alternative provides for full navigational openings of the bridge while keeping the bridge open to vehicular/pedestrian access for the duration of the work. Estimated cost of the work to be added to the contract for the

temporary winching system is \$320,000. This is an increase of about 40% of the original contract amount.

Finding of Facts

Pursuant to ORS 279.015 and AR 10.140 covering specific exemption the requested waiver will result in a substantial savings to Multnomah County.

The request to waive Lorentz Bruun Company from the competitive bid process more specifically is made for the following reasons.

1. Time is of the essence since Lorentz Bruun Company is under contract to rehabilitate or replace the machinery controlling components on the Broadway Bridge and the construction window for on-site work is from June 18, 1990, to November 18, 1990.
2. Except for navigational opening interruptions, the temporary drive (winch) system will allow the contractor to pursue his work in conformance with his original bid proposal.
3. Cancellation of the existing contract would require compensation to Lorentz Bruun Company estimated at \$160,000 to \$200,000.
4. Specialized winch equipment are currently available from the City of Seattle for the current on-site work schedule. The cost to lease the auxiliary drive (winch) machinery from the City of Seattle is estimated at \$60,000. Re-advertising the existing contract would require including the temporary drive system. The cost to design and provide the specialized drive system is estimated at \$375,000.
5. The auxiliary drive (winch) system provides for navigational and vehicular/pedestrian access whereas the other two alternatives restrict vehicular and pedestrian usage for a period of 120 days. The traffic delay cost as a result of vehicle restriction is estimated at \$1,274,400.
6. Aside from closing the Broadway Bridge to surface traffic, the truss bracing system and cable tie-back system will require additional compensation to the contractor because of the deviation from his original bid proposal. The cost to furnish and install the systems plus deviation impact damages are estimated at \$350,000 for the truss brace system and \$225,000 for the tie-back system.
7. City of Portland has several critical transportation projects under construction in the Oregon Convention Center/Lloyd District area. Closing the Broadway Bridge

would have serious impact on their completion in time for opening of the Oregon Convention Center, and add to current traffic delays caused by their construction projects.

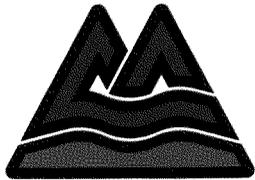
8. The rehabilitation of the span drive machinery on the Broadway Bridge is critical and a high priority.

Conclusion

It is the recommendation of this Department and the County Engineer that Lorentz Bruun Company be exempt from the competitive bid process in order to install and operate a temporary drive system while the machinery controlling components are being rehabilitated or replaced for an estimate cost increase of \$320,000 to their existing contract. This exemption complies with ORS 279.015 and AR 10.140 in that the County will realize a cost saving estimated at \$515,000.

PY:SG:km

cc: Larry Nicholas
Franna Ritz
Fred Vieth
LFN
SMG



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Thursday, April 26, 1990, at 9:30 A.M. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Exceed the 20% Limitation for Contract Change Orders on the Broadway Bridge Renovation Project.

A copy of the application is enclosed.

For additional information, contact Lillie Walker, Purchasing Director at 248-5111, or the Clerk of the Board at 248-3277.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah Rogers
Assistant Clerk of the Board

0699C/17/dr
enclosure
4/20/90

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption to)
Exceed the 20% Limitation for)
Contract Change Orders on the)
Broadway Bridge Renovation)
Project)

A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from DES, Transportation Division, is hereby made pursuant to the Board's Administrative Rules AR 10.130, adopted under the provisions of ORS 279.015 and 279.017, for an order of exemption to exceed the 20% limitation on Contract Change Orders and/or Contract Amendments for the Broadway Bridge Renovation Project. The estimated amount of the Contract Change Order is \$320,000 or approximately 40%.

This Exemption Request is due to the following circumstances:

1. On June 12, 1989, the County requested and received authorization from the U.S. Coast Guard (USCG) to immobilize one leaf of the bridge while bridge repairs were made. Subsequent to contract award, the USCG rescinded the single-leaf opening and required the County to maintain full opening capacity of both movable leaves during the life of the contract.
2. Several alternatives were investigated by County staff and the engineering consultants. The alternatives were then narrowed down to a temporary auxiliary drive (winch) system which will enable full opening of one movable span leaf while the machinery controlling components for that span are being repaired. This allows full navigational openings of the bridge while keeping the bridge open to vehicular/pedestrian access for the duration of the work. The cost of this temporary winching system is \$320,000.
3. Time is of the essence since the contractor, Lorentz Brunn Company, is under contract to complete the project by November 18, 1990. Delaying this project would also affect the completion time for the Oregon Convention Center and the Portland Rose Festival.
4. The estimated cost savings by continuing the contract with the current contractor is \$515,000. It is our belief that it does not encourage favoritism because bids were opened on two occasions with no response.

The DES, Transportation Division, will seek a Budget Modification to cover the cost of the Change Order for the FY 1989-90 budget year.

Dated this 13th day of April, 1990.



Lillie Walker, Director
Purchasing Section

APPLIC/LW/md



OFFICE MEMORANDUM . . . DEPARTMENT OF ENVIRONMENTAL SERVICES

April 23, 1990

TO: Gladys McCoy, Chair
Board of County Commissioners

DATE:

FROM: Larry Nicholas
County Engineer

SUBJECT: ITEM R-4: PCR B Exemption - Lorentz Bruun Company
Broadway Bridge - Temporary Drive System

Attached for your information are documents relative to the PCR B exemption request for Lorentz Bruun Company to install and operate a temporary drive system on the Broadway Bridge while repairs are being made to the moveable span machinery components.

1. Department Request for PCR B Exemption
2. Cost Comparison
3. City of Portland Letter

SG:LN:km

PCR B_exm.SMG



OFFICE MEMORANDUM ... DEPARTMENT OF ENVIRONMENTAL SERVICES

April 10, 1990

TO: Lillie M. Walker, Director
Purchasing Department

DATE:

FROM: Paul Yarborough, Director
Department of Environmental Services

SUBJECT: Broadway Bridge - Temporary Drive System

Date Action is Required: ASAP

Purpose

The purpose of this memorandum is to request a waiver from the competitive bidding process to install and operate a temporary drive system which will enable full opening of the Broadway Bridge moveable span while it's machinery controlling components are being repaired by Lorentz Bruun Company under an existing contract #301620. This additional work will be a change order to the existing contract with Lorentz Bruun Company.

Background

In January 1990 the County awarded a contract to Lorentz Bruun Company of Portland, Oregon in the amount of \$797,860 to renovate mechanical components on the double-leaf bascule Broadway Bridge. The work involves the rehabilitation or replacement of the moveable parts of the machinery controlling the moving spans.

On June 12, 1989, during the design phase, the County received preliminary authorization from the United States Coast Guard to immobilize one leaf while repairs were made. Subsequent to contract award on February 16, 1990, the USCG rescinded the single-leaf opening and required the County to maintain full opening capabilities of both moveable leaves during the life of the contract.

Accordingly several alternatives were investigated by County staff in cooperation with our consultants Sverdrup Corporation and Stafford Engineering. The alternatives were narrowed down to an auxiliary drive (winch) system, truss bracing system, and cable tie-back system.

The alternative selected utilizes a temporary auxiliary drive system which will enable full opening of one moveable span leaf while the machinery controlling components for that span are being repaired. This alternative provides for full navigational openings of the bridge while keeping the bridge open to vehicular/pedestrian access for the duration of the work. Estimated cost of the work to be added to the contract for the

temporary winching system is \$320,000. This is an increase of about 40% of the original contract amount.

Finding of Facts

Pursuant to ORS 279.015 and AR 10.140 covering specific exemption the requested waiver will result in a substantial savings to Multnomah County.

The request to waive Lorentz Bruun Company from the competitive bid process more specifically is made for the following reasons.

1. Time is of the essence since Lorentz Bruun Company is under contract to rehabilitate or replace the machinery controlling components on the Broadway Bridge and the construction window for on-site work is from June 18, 1990, to November 18, 1990.
2. Except for navigational opening interruptions, the temporary drive (winch) system will allow the contractor to pursue his work in conformance with his original bid proposal.
3. Cancellation of the existing contract would require compensation to Lorentz Bruun Company estimated at \$160,000 to \$200,000.
4. Specialized winch equipment are currently available from the City of Seattle for the current on-site work schedule. The cost to lease the auxiliary drive (winch) machinery from the City of Seattle is estimated at \$60,000. Re-advertising the existing contract would require including the temporary drive system. The cost to design and provide the specialized drive system is estimated at \$375,000.
5. The auxiliary drive (winch) system provides for navigational and vehicular/pedestrian access whereas the other two alternatives restrict vehicular and pedestrian usage for a period of 120 days. The traffic delay cost as a result of vehicle restriction is estimated at \$1,274,400.
6. Aside from closing the Broadway Bridge to surface traffic, the truss bracing system and cable tie-back system will require additional compensation to the contractor because of the deviation from his original bid proposal. The cost to furnish and install the systems plus deviation impact damages are estimated at \$350,000 for the truss brace system and \$225,000 for the tie-back system.
7. City of Portland has several critical transportation projects under construction in the Oregon Convention Center/Lloyd District area. Closing the Broadway Bridge

would have serious impact on their completion in time for opening of the Oregon Convention Center, and add to current traffic delays caused by their construction projects.

8. The rehabilitation of the span drive machinery on the Broadway Bridge is critical and a high priority.

Conclusion

It is the recommendation of this Department and the County Engineer that Lorentz Bruun Company be exempt from the competitive bid process in order to install and operate a temporary drive system while the machinery controlling components are being rehabilitated or replaced for an estimate cost increase of \$320,000 to their existing contract. This exemption complies with ORS 279.015 and AR 10.140 in that the County will realize a cost saving estimated at \$515,000.

PY:SG:km

cc: Larry Nicholas
Franna Ritz
Fred Vieth
LFN
SMG

Bid_Waiv.SMG

BROADWAY BRIDGE MECHANICAL RENOVATION PROJECT

Cost Comparison

	<u>Existing Contract & Professional Svcs. Agreement</u>	<u>New Contract Professional Svc. Agreement</u>	<u>Savings</u>
Design	\$ 91,300	\$ 126,300	\$ 35,000
Winches	60,000	375,000	315,000
Installation & Operation of Winches	320,000	320,000	0
Cancel Ext's Contract	<u>0</u>	<u>200,000</u>	<u>200,000</u>
TOTAL COSTS	\$471,000	\$1,021,300	\$550,000

7406V

BROADWAY BRIDGE MECHANICAL RENOVATION PROJECT

Cost Comparison

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Cancel Ext's Contract	<u>0</u>	<u>200,000</u>	<u>200,000</u>
TOTAL COSTS	\$471,000	\$1,021,300	\$550,000

7406V



CITY OF
PORTLAND, OREGON
OFFICE OF TRANSPORTATION

Earl Blumenauer, Commissioner
Traffic Management
1120 S.W. Fifth Avenue
Room 730
Portland, Oregon 97204-1969
(503) 796-5185

March 23, 1990

MEMORANDUM

TO: Larry Nicholas, County Engineer
Multnomah County Bldg. #425

FROM: Felicia Trader, Director *FT*
Department of Transportation

SUBJECT: Broadway Bridge Maintenance Project
Proposed Closure

Your staff has worked with the City's Traffic Management and Transportation Planning staff to analyze the impact of closing the Broadway Bridge for bridge repair over a period of 120 days this summer. I understand the consideration of closing the Bridge was necessitated due to river traffic clearance requirements. The alternative to closure is implementation of a temporary lifting system that would allow the Bridge to continue carrying traffic. We strongly recommend that you implement the temporary lift alternative.

There are several critical transportation projects under construction at this time in the Oregon Convention Center/Lloyd District. Closing the Broadway Bridge would have a serious impact on their completion in time for the opening of the Oregon Convention Center (OCC). In addition, the closure would cause added delays to MAX and bus transit service to the City. Transit is already being impacted by our construction efforts. Delays to schedules for completion of the OCC, critical transportation projects at the OCC, along with other major building construction in the area, would have an unacceptable detrimental impact.

We appreciate your efforts to seek the City's involvement in analyzing the impact of your Broadway Bridge project. Please let me know if there is additional information you need.

RN/jp

Attachments

cc: Goran Sparman
Steve Dotterer
Ron Kleinschmit

GRP\$OPR: [N]BROADWAY-BRIDGE1.WP



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
ROOM 605, COUNTY COURTHOUSE
1021 S.W. FOURTH AVENUE
PORTLAND, OREGON 97204

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GRETCHEN KAFOURY • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
JANE McGARVIN • Clerk • 248-3277

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, April 26, 1990, and approved Order 90-61 In the Matter of an Exemption from Public Bidding to Exceed the 20% Limitatin for Contract Change Orders for the Broadway Bridge Renovation Project.

A copy of the order is attached.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON
PUBLIC CONTRACT REVIEW BOARD

Deborah Rogers
Assistant Clerk of the Board

enclosure
0699C/20/dr
4/27/90

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT REVIEW BOARD

In the Matter of an Exemption from Public)
Bidding to Exceed the 20% Limitation For) O R D E R
Contract Change Orders for the Broadway) 90-61
Bridge Renovation Project)

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the DES, Transportation Division, to exceed the 20% limitation on Contract Change Orders. The estimated Change Order amount is \$320,000 or 40%.

It appearing to the Board that the recommendation for exemption, as it appears in the application, is based upon the fact that the original project estimate was based upon authorization to close one leaf of the Broadway Bridge span to navigational traffic in order to affect necessary repairs. The US Coast Guard rescinded the authorization causing additional engineering design work and additional equipment installation equipment to keep the bridge open to vehicular/pedestrian traffic during bridge repairs. Time is of the essence since other major construction projects and activities would be disrupted if the project is delayed beyond the November 18, 1990 project completion date. The estimated cost savings due to continuation of this project are \$515,000.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administrative Rules AR 10.100, 10.130 and 30.010; it is, therefore,

ORDERED that the Change Order to exceed the 20% limitation be exempted from the requirement of an open public bid process.

Dated this 26th day of April, 1990.

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By *John D. Bay*
Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON
ACTING AS THE PUBLIC CONTRACT
REVIEW BOARD:

By *Gladys McCoy*
Gladys McCoy, County Chair

(SEAL)

ORDER.V4N/md

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 26 1990
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: INTERGOVERNMENTAL AGREEMENT FOR FORECLOSURE SALES

Informal Only* _____ Formal Only _____

DEPARTMENT Environmental Services DIVISION Tax Title

CONTACT Larry Baxter TELEPHONE 248-3590

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Larry Baxter

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

1. Request approval of an intergovernmental agreement between Multnomah County and the City of Gresham for the sale of properties which have been deeded to the County through tax foreclosure on which there are special City special assessments.
2. Separate marketing of these properties by the County and City is a duplication of effort, is confusing to buyers, and results in reduced revenues to both jurisdictions.
3. ORS 190.003 through 190.010 authorizes the County and the City to enter into agreements which will further economy and efficiency of local governments and ORS 312.170(3) authorizes agreements to facilitate foreclosure sales for the collection of delinquent property taxes and municipal liens.

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

4/27/90 Originals to Larry Baxter

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) _____

OTHER _____
(Purchasing, Facilities Management, etc.)

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

1990 APR 17 PM 4:36
CLERK OF COUNTY
SALES & ADMINISTRATION
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental)
Agreement Between the City of Gresham) ORDER
and Multnomah County for Foreclosure Sales)
for Collection of City and County Liens) 90-62

The above entitled matter is before the Board; and it appearing that Multnomah County acquires real property through foreclosures of liens for delinquent taxes on which the City of Gresham has recorded special assessment liens and that ORS 190.003 through 190.010 authorizes the County and the City to enter into agreements that further economy and efficiency of local governments and ORS 312.170(3) authorizes the County to enter into agreements with the City to facilitate foreclosure sales for the collection of delinquent property taxes and municipal liens; and

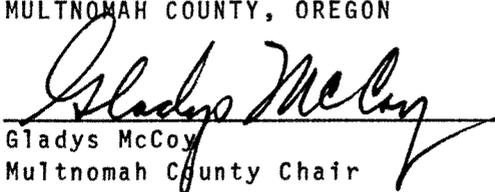
It further appearing that an agreement between Multnomah County and the City of Gresham which provides for sale by the County of properties on which the are City special assessments will further economy and efficiency of local governments and is in the best interest of the County;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into an agreement with the City of Gresham for the sale of property acquired by tax foreclosure on which there are recorded City special assessments.

Dated at Portland, Oregon this 26th day of April, 1990.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair

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

By 

Journal

Page

Entered April 26, 1990



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 30194-0

MULTNOMAH COUNTY OREGON

Amendment #

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED</p> <p style="text-align: center;">Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-5 April 26, 1990</p>
---	--	--

Contact Person Larry Baxter Phone 248-3590 Date March 19, 1990

Department Environmental Services Division Fac. Mgmt. Bldg/Room 421/3rd Floor

Description of Contract Intergovernmental Agreement for Sales of Foreclosed Property

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Gresham

Mailing Address 501 NE Hood Ave.
Gresham, OR 97030-3825

Phone 669-2434

Employer ID # or SS # Tax Exempt

Effective Date April 1, 1990

Termination Date N/A

Original Contract Amount \$ N/A

Amount of Amendment \$ N/A

Total Amount of Agreement \$ N/A

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ 10% of Proceeds

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES

Department Manager [Signature]

Date 3-30-90

Purchasing Director
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 4/11/90

County Chair/Sheriff [Signature]

Date 4/26/90

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

INTERGOVERNMENTAL AGREEMENT
FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS

A. Parties:

This agreement is made by and between Multnomah County (County), a political subdivision of the State of Oregon, and the City of Gresham (City), a municipal corporation.

B. Effective Date:

This agreement is made on this ^{26th} day of ^{April}~~March~~, 1990 and shall take effect upon signing.

C. Findings:

1. The county acquires real property through foreclosure of liens for delinquent taxes. The City has recorded special assessment liens on a significant portion of County tax foreclosed property. If the County forecloses upon and sells property for collection of outstanding taxes due, this action extinguishes all City liens.
2. The County is authorized to sell and manage tax foreclosed property pursuant to ORS 275.090 through 275.275. The City is authorized to foreclose and sell property for the collection of assessment liens pursuant to ORS 223.505 through 223.575.
3. The County and the City have experienced difficulties in marketing and selling properties that have combined County and City liens. Independent County and City marketing activities represent an expensive duplication of effort, are confusing to potential purchasers, and may reduce the final purchase price received by the the County or the City.
4. ORS 190.003 through 190.010 authorizes the County and City to enter into agreements that further economy and efficiency of local governments. ORS 312.170(3) specifically authorizes the County to enter into agreements with the City to facilitate foreclosure sales for the collection of delinquent property taxes and municipal liens.

INTERGOVERNMENTAL AGREEMENT
FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS

D. Agreements and Understandings:

1. County Shall Notify the City of Pending County Sheriff's Sale

The County shall notify the City of a pending County Sheriff's Sale at least 90 days calendar days prior to the sale notice required by ORS 275.120. The County shall provide a detailed list of tax foreclosed property. The listing shall include legal descriptions, site addresses, tax account numbers, market values, a detailed accounting of delinquent taxes, accrued interest and costs, and proposed minimum sale prices.

2. City May Purchase Tax Foreclosed Property from the County Prior to the Sheriff's Sale

The City shall notify the County at least one week prior to the Sheriff's Sale of any tax-foreclosed property that it intends to purchase prior to the Sale. The purchase price of each parcel shall include delinquent taxes, accrued interest on those taxes, and costs of sale to the date of the purchase. Costs shall include direct expenditures necessary for the inventory of the property, maintenance required prior to sale, and advertising for the sale. Costs shall not include administrative overhead, full-time personnel costs or any other general expenditures.

3. Removal of Property from the Sale List by the Property Owner

If the former property owner exercises rights under ORS 275.180 to remove property from the Sale List prior to the Sheriff's Sale, the County will also require that the property owner pay off delinquent City liens in full including: interest, penalties, and costs. City costs include any rebilling fees, costs of special notices and collection efforts made to date, and any legal or other professional fees. City costs shall not include administrative overhead, full-time personnel costs, or any other general expenditures. If the former property owner pays the City Liens, interest, penalties, and costs, the City shall extinguish its liens to provide clear title.

4. Sheriff's Sale and Purchase of Property by the City After the Sale

The County shall sell tax foreclosed property not purchased by the City or the former owner prior to the Sale under applicable State statutes. The City will not purchase property after the sale except in situations where the City deems it necessary to carry out its fiduciary duty to its bondholders or taxpayers. The City shall extinguish outstanding City liens on property sold at the Sheriff's Sale as provided in State law.

INTERGOVERNMENTAL AGREEMENT
FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS

5. County Distributes Sheriff Sale Proceeds

The County shall distribute proceeds of the sale of tax foreclosed property as follows:

- a. First to the County in an amount equal to the costs of quieting title, maintaining property for sale and conducting the Sheriff's sale. Costs shall include direct expenditures necessary for the inventory of the property, maintenance required prior to sale, and advertising for the sale. Costs shall also include direct costs for conducting the sale, including bid opening, verification of bids, and recording of sale and deed transfer. Costs shall not include administrative overhead, full time personnel costs, or any other general expenditures.
- b. Second to the County in an amount equal to taxes and interest accrued through the date the property is deeded to the County by the Tax Collector.
- c. Any remainder to the City to be applied to the delinquent liens, accrued interest, penalties and City costs (as defined in Section D. 3.). The City shall be paid in full at the time of the distribution of sale proceeds regardless of the method of payment agreed to between the County and the purchaser.

6. City Payment of County Administrative Costs

The City will reimburse the County semi-annually for administrative costs associated with the management of foreclosed property and Sheriff Sales not recovered from sale proceeds. The reimbursement will be based upon the City's pro-rata share of sale proceeds, but not to exceed 10% of the City's share of the sale proceeds. The administrative costs to be reimbursed include the cost of two positions as authorized in the County's FY 89-90 budget, any future salary adjustments for those two positions, and associated materials and services. Administrative costs do not include any pass through of sale proceeds to any jurisdiction, or any extraordinary, one time expenditures.

7. Work in Progress

The County and the City recognize that the County is currently preparing for a Sheriff's Sale to be conducted in January or February 1990. Both parties agree that notification requirements for that sale will be adjusted to allow the sale to proceed in a timely manner. Proceeds for the sale will be distributed according to this agreement.

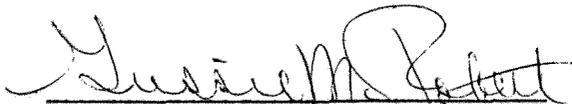
INTERGOVERNMENTAL AGREEMENT
FORECLOSURE SALES FOR COLLECTION OF CITY AND COUNTY LIENS

E. Termination:

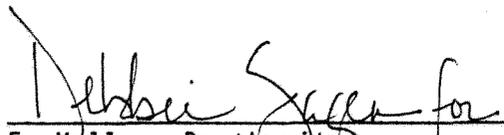
This agreement may be terminated by either the City or the County upon ninety (90) days written notice. In the event of termination of this agreement all sales and transactions shall be completed and distributions of proceeds made under terms of this agreement.

CITY OF GRESHAM

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Gussie McRobert, Mayor

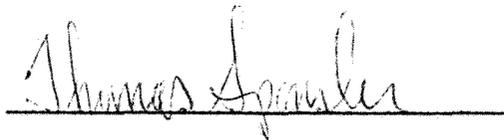

Gladys McCoy
Multnomah County Chair


F. Wallace Douthwaite,
City Manager

(Seal)

APPROVED AS TO FORM:
Thomas Sponsler, City Attorney

REVIEWED:
Laurence Kressel, County Counsel





RATIFIED
Multnomah County Board
of Commissioners

April 26, 1990

BUDGET MODIFICATION NO. DJS 19

(For Clerk's Use) Meeting Date APR 26 1990

Agenda No. R-0

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Justice Services

DIVISION Community Corrections

CONTACT Harley Leiber/Cary Harkaway

TELEPHONE 248-3980

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Cary Harkaway

SUGGESTED

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

A Budget Modification reclassifying a management position in the Community Corrections Division.

(Estimated Time Needed on the Agenda) (5 minutes)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This Budget Modification reclassifies the Program Supervisor to a Program Manager I in the Alternative Community Services Program. The cost of this change will be covered by salary savings in this fiscal year.

RECEIVED
JULY 17 1990
CLERK OF SUPERIOR COURT
OREGON

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

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

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

After this modification \$ _____

Originated By <i>[Signature]</i>	Date <u>03/22/90</u>	Department Manager <i>[Signature]</i>	Date <u>4/10/90</u>
Budget Analyst <i>[Signature]</i>	Date <u>3/27/90</u>	Personnel Analyst <i>[Signature]</i>	Date <u>4-10-90</u>
Board Approval <i>[Signature]</i>		Date <u>April 26, 1990</u>	

PERSONNEL DETAIL FOR BUD MOD NO. DJS 19

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Program Supervisor	(36,853)	(9,859)	(5,738)	(52,450)
1.0	Program Manager I	39,025	10,440	5,975	55,440
	TOTAL CHANGE (ANNUALIZED)	2,172	581	237	2,990

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
Program Supervisor 3.0 months	(Reclassification)	(9,213)	(2,465)	(1,435)	(13,113)
Program Manager I 3.0 months	(Reclassification)	9,756	2,610	1,494	13,860
Office Assistant II	Salary Savings	543	145	59	747

REQUEST TO CREATE/RECLASSIFY A POSITION

- 1. List the proposed duties of the position (please do not copy from the class specification):
 - a. Management of the Community Service Forest Project and the Alternative Community Service Program including: Program development, service contract negotiations and management, Program policy development and implementation.
 - b. Directs and assigns work of all subordinate staff with assistance of Office Assistant III, Administrative Assistant, and Program Coordinator; recommends hiring and disciplinary actions and performance appraisal review.
 - c. Identifies and submits Program budget needs, monitors Program expenditures, and makes staffing recommendations.
 - d. Serves on Department of Justice Service's Management Team to assist in identifying DJS concerns, and planning future DJS agendas.
 - e. Provides the Board of County Commissioners, Department Director, Courts and the community with regular information. Makes regular public and Board presentations. Serves on various committees representing DJS, Community Corrections, ACSP, and CSFP. Coordinates steering committee activities. Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

Program Manager I

3. Is this a new position? / Yes / No

4. If this is an existing position, state the name of the incumbent:

Susan Kaeser Winterbourne

5. Proposed effective date of change: ASAP

Hiring Manager: Harley Leiber

Date: 3/22/90 Department/Division: DJS/Community Corrections

EMPLOYEE SERVICES DIVISION USE ONLY:

- Action: / Approved as submitted
- / Approved for classification title
- / Denied (for Reclassification Requests only)

Analyst Name: Gerald W. Bittle Date: 4-5-90

BUDGET MODIFICATION NO. DFS 21

(For Clerk's Use) Meeting Date APR 26 1990

Agenda No. R-7

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

DEPARTMENT of Justice Services

DIVISION Office of Women's Transition Services

CONTACT Joanne Fuller

TELEPHONE 248-5374

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

SUGGESTED

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

A Budget Modification reclassifying an Office Assistant II position in the Office of Women's Transition Services to an Office Assistant III position.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification reclassifies the Office Assistant II position in the Office of Women's Transition Services to an Office Assistant III in accordance with the findings of Employee Relations (attached).

1990 APR 17 PM 3:38
MULTI-MEDIA DIVISION
OREGON
DIRECTOR'S OFFICE

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

4. CONTINGENCY STATUS (to be completed by Finance/Budget)
_____ Contingency before this modification (as of _____) \$ _____
(Specify Fund) (Date)
After this modification \$ _____

Originated By <u>Joanne Fuller</u>	Date <u>4/11/90</u>	Department Manager <u>Grant D. [Signature]</u>	Date <u>4-11-90</u>
Budget Analyst <u>Theresa [Signature]</u>	Date <u>4/11/90</u>	Personnel Analyst <u>A. W. [Signature]</u>	Date <u>4-11-90</u>
Board Approval <u>DEBORAH [Signature]</u>	Date <u>April 26, 1990</u>		

PERSONNEL DETAIL FOR BUD MOD NO. DJS 21

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	Annualized			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(1.0)	Office Assistant II	(17,560)	(4,697)	(3,907)	(26,164)
1.0	Office Assistant III	19,669	5,261	4,001	28,931
TOTAL CHANGE (ANNUALIZED)		2,109	564	94	2,767

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	Current FY			
		BASE PAY Increase (Decrease)	Increase (Decrease) Fringe	Ins.	TOTAL Increase (Decrease)
(.173 FTE OA II)) .173 FTE OA III)	Reclassification	(3,038)	(813)	(676)	(4,527)
		3,403	910	692	5,005
Correction Counselor	Salary Savings	(365)	(97)	(16)	(478)



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS GLADYS McCOY PAULINE ANDERSON GRETCHEN KAFOURY RICK BAUMAN SHARRON KELLEY	DEPARTMENT OF GENERAL SERVICES PORTLAND BUILDING 1120 SW FIFTH, 14TH FLOOR PORTLAND, OR 97204-1934	OFFICE OF THE DIRECTOR EMPLOYEE SERVICES FINANCE LABOR RELATIONS PLANNING & BUDGET	(503) 248-3303 (503) 248-5015 (503) 248-3312 (503) 248-5135 (503) 248-3883
	AT OTHER LOCATIONS:	ADMINISTRATIVE SERVICES ASSESSMENT & TAXATION ELECTIONS INFORMATION SERVICES	(503) 248-5111 (503) 248-3345 (503) 248-3720 (503) 248-3749

MEMORANDUM

TO: Beverly Hames
FROM: Jerry Bittle, Personnel Analyst
DATE: March 28, 1990
SUBJECT: Reclassification Request

As a result of documents supplied by you and your supervisor and our conversation on March 27, 1990, I am recommending that your position be reclassified from Office Assistant II to Office Assistant III.

It is clear that you perform advanced clerical duties, in support of the ADAPT and OWTS programs, justifying your request.

If you have any questions or need further clarification, please feel free to contact me at Extension 2205.

231ES/JB/lb

APR 26 1990

Meeting Date: _____

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Approving Library Transfer Contract

BCC Informal 4/24/90 (date) BCC Formal 4/26/90 (date)

DEPARTMENT Nondepartmental DIVISION County Chair's Office

CONTACT Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION John DuBay, Terrence Pancoast

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 20 minutes

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

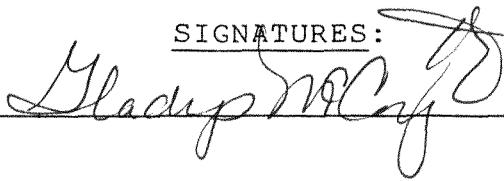
BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

Approval of Contract between the Directors of the Library Association of Portland and Multnomah County for the transfer of ownership and operation of the Multnomah County Library and authorization of notice of intent to establish a public library.

4/27/90 Copy of Resolution and 1 original agreement to Fred Neal
4/30/90 1 original agreement to Purchasing Copies of Resolution & agreement to PIB

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF MULTNOMAH COUNTY OREGON
1990 APR 18 AM 8:25

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the matter of) Resolution No. 90-63
 declaring intention of Multnomah)
 County to establish, equip and)
 maintain a public library under)
 ORS 357.410; and authorizing an)
 agreement with Directors of)
 the Library Association of Port-)
 land to transfer to the county)
 all real and personal property)
 used to conduct operations of the)
 Multnomah County Public Library.)

WHEREAS, since the beginning of this century the Multnomah County Public Library has been owned and operated by the Directors of the Library Association of Portland, an Oregon nonprofit corporation, and

WHEREAS, Multnomah County has, since 1911, provided full financial support of the public library by contracting with the Directors of the Library Association of Portland to provide library services, and

WHEREAS, the Directors of the Library Association of Portland desire to transfer to the County all assets used in the conduct of library operations and to transfer certain accumulated financial assets to the Oregon Community Foundation, in trust, for the benefit of the Multnomah County Public Library, and to thereafter dissolve, and

WHEREAS, the Board of County Commissioners desire to accept ownership of the assets on the terms of a proposed Library Transfer Agreement which has been approved by the Board of Directors of the Library Association of Portland, and

WHEREAS, the Board of County Commissioners deem it to be in the best interest of all county citizens to accept County responsibility for ownership, maintenance and operation of the library system, effective July 1, 1990.

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS RESOLVES:

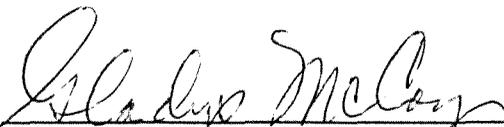
1. The Library Transfer Agreement between Directors of the Library Association of Portland, an Oregon nonprofit corporation, and Multnomah County, a copy of which is attached to this resolution as Attachment 1, is hereby approved. The

Chair is authorized to execute the agreement on behalf of the County.

2. By separate ordinance the Multnomah County Public Library will be established as a county owned public library system under the provisions of ORS 357.400 to 357.621, effective July 1, 1990, the transfer date stated in the Library Transfer Agreement. The Chair shall give written notification of the County's library establishment plan to the Oregon State Library as required by ORS 357.435.

ADOPTED this 26th day of April, 1990.

(SEAL)

By 
Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By: 
John L. DuBay
Chief Assistant County Counsel

(04/18/90.1)

2ATTY./91

LIBRARY TRANSFER AGREEMENT

This Agreement, dated as of the 26th day of April 1990, is between Directors of the Library Association of Portland, an Oregon nonprofit corporation ("DLAP"), and Multnomah County, a political subdivision of the State of Oregon (the "County").

RECITALS

A. DLAP and the County are parties to an amended and restated contract dated August 8, 1984, pursuant to which DLAP operates and manages the public library system for the County. The County provides DLAP with operating funds and other assistance to enable DLAP to provide such services.

B. The County is the owner of the central library building in downtown Portland. DLAP is the owner, contract purchaser or lessee of the branch libraries in the County and the personal property used in the County library system. DLAP also owns funds which it has administered as an endowment fund to benefit the County library system.

C. The parties desire to make this Agreement for DLAP to transfer certain assets and liabilities associated with the operation of the library system as provided herein, and to terminate the existing agreement for operation and management of the library system.

Now, therefore, the parties agree as follows:

AGREEMENT

1. Transfer of Operating Assets to the County. On the terms and subject to the conditions set forth in this Agreement, on the Transfer Date (as defined in Section 9 below), DLAP shall transfer, convey and deliver to the County, and the County shall assume and accept from DLAP, the following properties and assets of DLAP relating to the operation of the County library system:

1.1 Real Property.

(a) All real property owned by DLAP, including the buildings, improvements and fixtures located thereon. Conveyance of Real Property owned by DLAP in fee shall be by bargain and sale deed in the form attached as Exhibit A. Real Property being purchased by DLAP under contract shall be transferred by an assignment of the vendee's interest in the form attached as Exhibit B, and leased Real Property shall be transferred by an assignment of lease in the form attached as Exhibit C.

(b) The County agrees that the Real Property shall be used by the County for library purposes, provided that, subject to subsections 1.1(c) and 1.1(d) below, the County shall have the right to sell any of the Real Property and to retain the proceeds so long as the proceeds are used to purchase capital assets for library purposes. If any proceeds are not so used, the County shall transfer such proceeds to the Oregon Community Foundation ("OCF") to be added to the Endow-

ment Fund for the library as a separate unrestricted subfund. The County may transfer any Real Property to a regional library authority or other entity established to operate and maintain the library system, provided that the terms of the transfer require that the transferee use the property for library purposes.

(c) The County further agrees that any Real Property that was transferred to DLAP subject to conditions or restrictions governing its use shall be used by the County in accordance with such conditions or restrictions. Without limiting the generality of the foregoing, the County agrees that the beach cottage and associated property described in Schedule 1.1 (the "Beach Cottage") shall be transferred, subject to the condition that the Beach Cottage continue to be used for the purposes for which it originally was transferred to, and continuously has been used by, DLAP; viz. as a rest house for the library staff. This condition shall not be interpreted to restrict the County from leasing the Beach Cottage to a third party who agrees to use the Beach Cottage as a rest house for library employees. If the Beach Cottage shall cease for any reason to be used for the purpose of a rest house for the library staff, the County shall transfer the Beach Cottage to OCF to be added to the Library Association of Portland Endowment Fund ("Endowment Fund"). As part of the Endowment Fund, OCF may hold or dispose of the Beach Cottage in

the same manner as other assets held in the Endowment Fund, free of any restrictions as to use.

(d) DLAP has taken steps to sell three vacant lots adjacent to the old Gresham branch (the "Lots"). If the Lots are not sold prior to the Transfer Date, the transfer of the Lots to the County shall be subject to the condition that the County use its best efforts to complete the sale of the Lots as soon as reasonably possible and apply the total net proceeds of the sale to purchase books for the new Gresham branch.

1.2 Books, etc. All reference and circulating books, periodicals, phonograph records, films, video tapes and rare books, including the rare books contained in the Wilson Room of the central library building, but excluding any item which might be considered a book but which is described in Schedule 1.3. The County shall keep, insure and adequately maintain the rare books transferred pursuant to this Section 1.2. If any rare book is sold, the County shall use the proceeds of the sale to purchase other rare books, and if any rare book is lost, stolen or otherwise involuntarily converted or destroyed, the County shall use the insurance proceeds to purchase rare books. Proceeds not so used within one year after receipt shall be transferred to OCF to be placed in the endowment fund for the library. The County may dispose of reference and circulating books, periodicals, phonograph records, films, and videotapes in accordance with the library

system's deaccession policy as in effect from time to time; provided, however, that any proceeds of such dispositions shall be used by the County for library purposes.

1.3 Other Tangible Personal Property. All furniture, equipment, vehicles, supplies and other tangible personal property contained in library buildings, excluding the works of art described in Schedule 1.3 ("Retained Art"). The County may dispose of any such tangible personal property in accordance with the library system's policies in effect from time to time; provided, however, that any proceeds of such dispositions shall be used by the County for library purposes.

1.4 Documents and Records. The documents and records of DLAP relating to library operations (the "Records"), excluding DLAP's corporate books and records. The County shall retain all accounting records and Contracts for a period of at least five years and all other Records for such periods of time as would be appropriate under the State of Oregon's document retention policy, during which time the County shall grant DLAP or its representatives access to, and the right to inspect and copy, any of the Records during normal business hours.

1.5 Name. Any rights DLAP may have in the name "Multnomah County Library."

1.6 Contracts. All contracts, leases and other agreements to which DLAP is a party, other than collective bargaining agreements, employee benefit plans and agreements, and insurance policies, relating to the maintenance or opera-

tion of the library system or the ownership or possession of property associated with the library system (the "Contracts"). DLAP has used its best efforts to list all of the Contracts existing as of the date hereof on Schedule 1.6. The County shall assume liability for the continuing performance of all obligations under the Contracts in accordance with their terms, and shall hold DLAP harmless from and against any liability arising under any Contract. The County has had an opportunity to review the terms of all Contracts.

1.7 Financial Assets.

(a) The balance of cash and cash equivalents held by DLAP as of the Transfer Date, including any amounts remaining in the so-called Development Fund but excluding the securities, cash, and cash equivalents comprising DLAP's endowment funds (the "Endowment Fund") as described in Schedule 1.7. The Endowment Fund shall be transferred as provided in Section 5 hereof on the Transfer Date.

(b) DLAP shall retain from the amount set forth in Section 1.7(a) above the amount of \$60,000, which shall be used to pay liabilities or expenses of DLAP relating to the transfer of assets or winding up of the affairs of DLAP, including legal, accounting and filing fees and directors' and officers' liability insurance premiums, that are not assumed by the County (collectively, the "Withheld Amount"). DLAP shall be entitled to retain the Withheld Amount for a period of one year after the Transfer Date, after which time the Withheld

Amount less any amounts used to pay liabilities or expenses as provided herein shall be paid to the County. DLAP shall furnish the County an accounting as to the disposition of the Withheld Amount.

2. Liabilities.

2.1 Assumption of Liabilities. On the Transfer Date the County shall assume all liabilities, debts and obligations of DLAP of any kind incurred or arising out of or in connection with DLAP's maintenance or operation of the library system or the ownership or possession of property associated with the library system, whether arising by tort or contract or otherwise and whether arising before or after the Transfer Date, including liability for the performance of the Contracts, and shall be responsible for payment of all accrued but unpaid expenses incurred in connection with the library system prior to the Transfer Date.

2.2 Representations as to Litigation. DLAP represents and warrants to the County that, except as listed on Schedule 2.2, there are no suits, actions or proceedings pending or, to the knowledge of DLAP, threatened against DLAP relating to or arising out of DLAP's maintenance or operation of the library system or its ownership of the property associated with the library system.

3. Indemnification and Release.

3.1 Indemnification by the County. The parties acknowledge that DLAP is transferring valuable assets to the

County for no consideration and that those assets would otherwise be available to DLAP to pay any liability of DLAP relating to the operation of the library system or the ownership or condition of any property associated with the library system. Subject to the provisions of Section 3.2 hereof, on and after the Transfer Date the County shall indemnify, defend and hold harmless DLAP, and any current or former directors or officers of DLAP, from and against any and all losses, damages, liabilities, costs and expenses, including interest, penalties and reasonable attorneys' fees, incurred by reason of or arising out of or in connection with (a) this Agreement or the transactions contemplated hereby; (b) the operation by DLAP of the County library system or the ownership, possession or condition of any real or personal property associated with the library system prior to or after the Transfer Date, including without limitation the assets transferred under this Agreement, and including any liability arising out of or relating to any item that could be considered a hazardous waste or a hazardous substance on, under, in or from the property; or (c) any liability assumed by the County under this Agreement. The County's liability for indemnification under this Section 3 shall be limited to the value of the assets transferred to the County under this Agreement.

3.2 Limitation of Indemnification. The County shall not be required to indemnify any current or former director or officer of DLAP with respect to any liability arising out of

(a) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; or (b) any act or omission for which indemnification would be prohibited under ORS 65.391.

3.3 Survival of Indemnity. Any liability of the County for indemnity under this Section 3 shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

3.4 Release of DLAP. Effective as of the Transfer Date, the County hereby releases and forever discharges DLAP, and its current and former directors and officers, from any and all liability, demands, claims, suits, actions or damages, whether known, unknown, contingent, direct or indirect, which it may have relating to or arising out of DLAP's operation of the County library system or the ownership or disposition of any assets associated with the County library system.

3.5 Release of County. Effective as of the Transfer Date, DLAP hereby releases and forever discharges the County, its agents and employees from any and all liability, demands, claims, suits, actions or damages, whether known, unknown, contingent, direct or indirect, which it may have relating to or arising out of the performance by the County of its obligations relating to the operation of the library system.

3.6 Directors and Officers Liability Insurance. DLAP shall purchase directors and officers liability insurance

tail coverage covering the current and former directors and officers of DLAP.

4. Limitation of County Liability. Nothing in this Agreement shall require the County to incur any liability or obligation that the County is prohibited by law from incurring.

5. Transfer of Endowment Funds to Oregon Community Foundation. Subject to the terms and conditions of this Section 5, on the Transfer Date, DLAP shall transfer to OCF all of the assets held in DLAP's Endowment Fund as of the Transfer Date. The terms of the transfer shall be substantially as set forth in the form of agreement between DLAP and OCF attached as Exhibit D ("Endowment Transfer Agreement").

6. Retained Art. DLAP shall transfer ownership of all of the Retained Art to OCF, as trustee, which shall hold the Retained Art pursuant to the terms of a trust agreement (the "Trust Agreement") substantially in the form attached as Exhibit E. Title to the Retained Art shall not pass to the County on the Transfer Date. However, the County shall take possession of the Retained Art on the Transfer Date and shall hold and may exhibit the Retained Art until a final decision regarding its disposition shall have been made in accordance with this Section 6. For so long as it has possession, the County shall, at its expense, maintain insurance on the Retained Art in amounts not less than are currently maintained by DLAP and take all steps necessary or appropriate to conserve and maintain the Retained Art. The County agrees that, as soon

as reasonably practicable, and in any event within nine months after the Transfer Date, it will formulate and adopt a written collection policy for art objects (an "Art Collection Policy"). The Art Collection Policy shall address, at a minimum:

- (a) Criteria and rationale for accessions, including any limitations on subject, artists, or media;
- (b) Registration and storage procedures;
- (c) Inspection procedures;
- (d) Conservation and restoration guidelines;
- (e) Exhibition policies, including such issues as who will be allowed access to the various items and under what conditions, how often, for what length of time, and under what conditions they will be publicly displayed;
- (f) Policies with respect to loans of objects to other institutions;
- (g) Security procedures;
- (h) Criteria and procedures for deaccessioning works no longer deemed appropriate for the collection; and
- (i) Staffing.

When the Art Collection Policy has been adopted, the County shall deliver a copy to OCF, together with a written statement (the "Statement") of which items of Retained Art, if any, would be appropriate accessions for the County library system and how the County proposes to conserve and exhibit any such items. OCF, in turn, shall deliver copies to a committee (the "Art

Committee"), which shall have three members, two of whom shall be appointed by the President of DLAP and one of whom shall be appointed by the Chairperson of the Board of County Commissioners for the County. The Art Committee shall, as soon as practicable, and in any event within three months after receipt of the Art Collection Policy and the Statement, make a final decision with respect to the disposition of the Retained Art; provided, however, that each item of Retained Art shall be transferred to either the County, the Oregon Art Institute, or the Oregon Historical Society. The Art Committee will give deference to the Art Collection Policy and the Statement, but reserves the right to disregard any recommendation that it believes would not result in an item being properly conserved or made available to the public in an appropriate place and manner or that otherwise would not be in the best interests of the community. If the Art Committee believes the Art Collection Policy is deficient in any respect, the Art Committee will provide written comments to the County and allow the County a reasonable opportunity to amend the Art Collection Policy prior to making its decision. The decision of the Art Committee shall be final and binding on the parties.

7. Gifts and Bequests. DLAP is a beneficiary under three trusts established under the wills of Alice Agnes Matthiessen, Alton A. McCoy, and David Robertson, respectively. All distributions made from each of these trusts shall be added to the Reserve Fund for the library at OCF. The parties agree

that, unless otherwise designated or restricted, all other gifts, bequests, or transfers of cash, securities, or other intangible assets or of real property made to or in the name of "Directors of the Library Association of Portland" or any similar name after the Transfer Date shall be added to the Endowment Fund for the library at OCF if they are restricted or to the Reserve Fund for the library at OCF if they are unrestricted, and all other gifts, bequests, or transfers of cash, securities, or other intangible assets or of real property made to or in the name of "Multnomah County Library" or a similar name after the Transfer Date shall become the property of the County, which shall use the assets and any proceeds thereof exclusively for library purposes but shall have the discretion to use them for current capital or operating purposes or to transfer them to the OCF to become part of the Endowment Fund or Reserve Fund for the library. The parties further agree that, unless otherwise designated or restricted, all gifts, bequests, or other transfers of tangible assets intended by the transferor to be used by or for the benefit of the library, including but not limited to books, art, furniture, equipment, and vehicles, regardless of whether made to or in the name of "Directors of the Library Association of Portland," "Multnomah County Library," or otherwise shall become the property of the County which shall use the assets and any proceeds thereof exclusively for library purposes. Each party shall promptly transfer to the County or to OCF, as applicable, any assets

received by it after the Transfer Date as necessary to carry out the intentions of this Section 7. Nothing in this Section 7 is intended to modify or supersede any restrictions on the use of assets received after the Transfer Date, and all such restrictions shall continue to attach to such assets in the hands of the County or OCF, as the case may be.

8. Covenants.

8.1 Conduct of Library Pending Transfer. DLAP agrees that from the date hereof until the Transfer Date it will continue to operate the County library system substantially in accordance with past practices. Without limiting the generality of the foregoing, DLAP agrees that it will not:

(a) Enter into any transactions not in the ordinary course of business, other than as contemplated by this Agreement or approved in advance by the Chairperson of the Board of County Commissioners or her designee; or

(b) Enter into any Contract that would require payments in excess of \$1,000 and that would not be fully performed on or before December 31, 1990 unless such Contract is approved in advance by the County purchasing division.

8.2 Audit. As soon as practicable after the Transfer Date, the County shall cause Ernst & Young or another firm of independent certified public accountants to conduct an audit of the financial statements of DLAP for the period beginning July 1, 1989 and ending on the Transfer Date, which audit shall include an audit of a Statement of Endowment Principal Fund

Balances and a Statement of Endowment Income Fund Balances as at the Transfer Date. Copies of the audit shall be delivered to OCF and the Oregon Department of Justice, Charitable Activities Section.

9. Date of Transfer. The effective date of the transfer of assets (the "Transfer Date") shall be July 1, 1990 or such other date as may be agreed upon by the parties. DLAP shall deliver to the County, and to OCF with respect to the endowment funds and Retained Art, such instruments of conveyance and transfer as may be required to transfer to the County or OCF, as the case may be, DLAP's right, title and interest in the property being transferred, provided that all property shall be transferred on the terms and subject to the conditions set forth herein.

10. Agreements Regarding Employment Matters.

10.1 The County shall employ all of DLAP's library employees without interruption, effective as of 12:01 a.m. on the day following the Transfer Date. The County shall assume and pay when due all payroll, vacation and fringe benefit amounts, including payroll taxes, accrued with respect to such employees as of the Transfer Date.

10.2 The County and DLAP shall use their reasonable best efforts to cause the County to become the successor sponsor of DLAP's retirement plan. Following the Transfer Date, the County shall provide retirement benefits for all

eligible library employees under the Oregon Public Employees Retirement System.

10.3 DLAP's agreement with the Multnomah County Library Union dated August 26, 1989 (the "Collective Bargaining Agreement") will terminate automatically on the Transfer Date. The County shall be responsible for negotiating with representatives of the library employees as to the terms and conditions of employment of library employees following the Transfer Date. DLAP shall have no obligation to Library employees, under the Collective Bargaining Agreement or otherwise, after the Transfer Date.

11. Conditions Precedent. The obligations of parties hereunder are subject to the condition that all consents, authorizations and approvals, or waivers thereof, of third parties, including regulatory and governmental agencies, required to consummate the transactions contemplated by this Agreement be obtained on or prior to the Transfer Date. The obligations of DLAP hereunder are further subject to DLAP's obtaining the approval of its members of this Agreement and the transactions contemplated hereby.

12. Termination of Contract for Library Operations. The parties agree that the Restatement and Amendment of Contract dated August 8, 1984 between the parties for the maintenance and operation of the library ("Operating Contract") shall be terminated as of the Transfer Date and shall be of no further force or effect after the Transfer Date. The parties agree

that the termination of the Operating Contract shall settle and resolve all matters now existing or hereafter arising between the parties under that contract. From and after the Transfer Date, the County shall be responsible for operation of the library system and DLAP shall have no further obligation with respect to the operation of the library system.

13. Representations and Warranties.

13.1 Representations and Warranties of the County.

The County hereby represents and warrants to DLAP that the execution, delivery and performance by the County of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized, and no further action is necessary on the part of the County to empower it fully and completely to carry out its obligations hereunder. This Agreement has been duly executed and delivered by the County and is a valid and binding obligation of the County, enforceable against the County in accordance with its terms.

13.2 Representations and Warranties of DLAP. DLAP

hereby represents and warrants to the County that the execution, delivery and performance by DLAP of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate action of DLAP except the approval of its members, and no further corporate or other action other than approval of its members is necessary on the part of DLAP to empower it fully and completely to carry out its obligations hereunder. This Agreement has been duly

executed and delivered by DLAP and is a valid and binding obligation of DLAP, enforceable against DLAP in accordance with its terms.

14. Miscellaneous.

14.1 Amendments. This Agreement may be amended or modified, and the terms, covenants or conditions hereof may be waived, only by written agreement signed by the parties hereto, or their duly authorized representatives, or, in the case of a waiver, by the party waiving compliance.

14.2 Assignment, Succession. Prior to the Transfer Date, this Agreement shall not be assignable by any party hereto without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

14.3 Attorneys' Fees. If any legal action or other proceeding is brought to enforce the provisions of this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with that action or proceeding, and in any appeal or petition for review therefrom, in addition to any other relief to which it or they may be entitled.

14.4 Waiver. No party shall be deemed to have waived any rights hereunder unless such waiver shall be in writing and signed by the party or the party's representative.

No delay or omission on the part of any party in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a breach of a provision of this Agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision.

14.5 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall nevertheless be enforceable and the invalid or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable provision.

14.6 Integrated Agreement. This Agreement, with attached exhibits and schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth or provided for herein.

DIRECTORS OF THE LIBRARY
ASSOCIATION OF PORTLAND

By L. Bruce Ward

REVIEWED:
LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

By John L. DuBay
John L. DuBay
Chief Assistant

MULTNOMAH COUNTY

By Gladys McCoy
Gladys McCoy
County Chair

Library Transfer Agreement
Exhibits and Schedules

Exhibit A - Form of Bargain and Sale Deed
Exhibit B - Form of Assignment of Vendee's Interest
Exhibit C - Form of Assignment of Lessee's Interest in Lease
Exhibit D - Form of Endowment Transfer Agreement
Exhibit E - Form of Trust Agreement for Retained Art

Schedule 1.1 Property Description - Beach Cottage
Schedule 1.3 Retained Art
Schedule 1.6 Contracts
Schedule 1.7 Endowment Fund
Schedule 2.2 Pending Claims, Suits and Actions

STATUTORY
BARGAIN AND SALE DEED

DIRECTORS OF THE LIBRARY ASSOCIATION OF PORTLAND, an Oregon nonprofit corporation, Grantor, conveys to MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantee, the real property described in Exhibit A, attached hereto.

The true consideration for this conveyance consists of covenants and promises by Grantee pursuant to an agreement between Grantor and Grantee executed concurrently herewith.

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

DATED this _____ day of _____, 1990.

DIRECTORS OF THE LIBRARY ASSOCIATION
OF PORTLAND, an Oregon nonprofit
corporation

By: _____
Its: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 1990, by _____, as _____ of Directors of the Library Association of Portland, an Oregon nonprofit corporation.

[SEAL]

Notary Public for Oregon
My commission expires: _____

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

After recording, return to:

**ASSIGNMENT OF
REAL ESTATE CONTRACT**

DATED: _____, 1990

BETWEEN: DIRECTORS OF THE LIBRARY ASSOCIATION OF
PORTLAND, an Oregon nonprofit corporation ASSIGNOR

AND; MULTNOMAH COUNTY, a political subdivision
of the State of Oregon ASSIGNEE

By Contract of Sale dated _____, 19____,
between _____ ("Seller") as Seller and
Assignor as purchaser (the "Contract"), which Contract was
recorded in the records of Multnomah County, Oregon, on
_____ in Book _____ on page _____, Assignor is the
contract purchaser of certain property located in Multnomah
County, Oregon, described in the attached Exhibit A (the
"Property").

FOR VALUABLE CONSIDERATION, receipt of which is
hereby acknowledged, Assignor grants, bargains, sells, assigns
and conveys to Assignee all of Assignor's right, title and
interest in and to the Contract and to the Property.

Assignee hereby assumes the Contract and agrees to
make all payments as and when due thereunder, and to perform
promptly all of the covenants and agreements on the part of the
the purchaser to be performed thereunder. Upon full compliance
with the terms, conditions and covenants of the Contract,
Assignor authorizes and directs that conveyance of the property
be made directly to Assignee.

The true consideration for this conveyance consists
of covenants and promises by Grantee pursuant to an agreement
between Grantor and Grantee executed concurrently herewith.

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

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

IN WITNESS WHEREOF, the parties have caused this assignment of Real Estate Contract to be executed as of the day and year first above written.

ASSIGNOR:
DIRECTORS OF THE LIBRARY
ASSOCIATION OF PORTLAND, an
Oregon nonprofit corporation

By: _____
Its: _____

ASSIGNEE:
MULTNOMAH COUNTY, a political
subdivision of the State of
Oregon

By: _____
Its: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 1990, by _____, as _____ of Directors of the Library Association of Portland, an Oregon nonprofit corporation.

[SEAL]

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 1990, by _____, as _____ of Multnomah County, a political subdivision of the State of Oregon.

[SEAL]

Notary Public for Oregon
My commission expires: _____

After recording, return to:

ASSIGNMENT OF LEASE

DATED: _____, 1990

BETWEEN: DIRECTORS OF THE LIBRARY ASSOCIATION OF PORTLAND,
an Oregon nonprofit corporation

ASSIGNOR

AND: MULTNOMAH COUNTY,
a political subdivision of the State of Oregon

ASSIGNEE

By lease dated _____, 19__, between
_____ ("Lessor") as landlord, and Assignor as
tenant (the "Lease"), Assignor is the lessee of real property
commonly known as _____ and more
particularly described in Exhibit A, attached hereto (the
"Premises").

FOR VALUABLE CONSIDERATION, the receipt of which is
hereby acknowledged by Assignor, Assignor hereby assigns and
conveys to Assignee all of Assignor's interest in and to the
Lease, the Premises, and the security deposits and any other
sums held by Lessor on Assignor's behalf.

Assignee accepts this Assignment and hereby assumes
all of the obligations hereafter accruing which are required of
the tenant under the Lease.

This Assignment shall be binding upon and inure to
the benefit of the parties and their successors in interest and
assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment in duplicate as of the day and year first above written.

ASSIGNOR:
DIRECTORS OF THE LIBRARY
ASSOCIATION OF PORTLAND, an
Oregon nonprofit corporation

By: _____
Its: _____

ASSIGNEE:
MULTNOMAH COUNTY, a political
subdivision of the State of
Oregon

By: _____
Its: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 1990, by _____, as _____ of Directors of the Library Association of Portland, an Oregon nonprofit corporation.

[SEAL]

Notary Public for Oregon
My commission expires: _____

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on _____, 1990, by _____, as _____ of Multnomah County, a political subdivision of the State of Oregon.

[SEAL]

Notary Public for Oregon
My commission expires: _____

ENDOWMENT FUND AND RESERVE FUND
TRANSFER AGREEMENT

This Agreement, effective as of the _____ day of _____ 1990, is between Directors of the Library Association of Portland, an Oregon nonprofit corporation ("DLAP"), and The Oregon Community Foundation, an Oregon nonprofit corporation ("OCF").

The parties hereto desire to enter into this Agreement to set forth the terms and conditions of the transfer of certain assets by DLAP to OCF.

Therefore, the parties agree as follows:

1. Transfer of Assets to Endowment Fund. DLAP hereby transfers to OCF all of the assets held in the funds described in Exhibit A, including both principal and undistributed income. The assets transferred pursuant to this Section 1 consist of 31 subfunds representing individual gifts originally made to DLAP. The names of the subfunds, the principal of each as of June 30, 1989, and the accrued undistributed income of each as of June 30, 1989 are set forth in Exhibit A. Copies of all instruments creating such subfunds, plus copies of any other instruments setting forth restrictions and conditions on distributions from such subfunds, have been delivered to OCF heretofore. The assets transferred pursuant to this Section 1 and any additions shall be accounted for and designated by OCF

as the Library Association of Portland Endowment Fund (hereinafter, the "Endowment Fund"). OCF is not required to designate any subfund as a separate component fund of OCF.

2. Transfer of Assets to Reserve Fund. DLAP hereby transfers to OCF all of the assets held in the funds described in Exhibit B, including both principal and undistributed income. The assets transferred pursuant to this Section 2 consist of 5 subfunds representing individual gifts made to DLAP that were not specifically designated by the donor to be held as part of DLAP's endowment, plus the amount of DLAP's interfund transfer account which shall be treated as a separate subfund to be known as the "Directors Fund." Copies of all instruments creating such subfunds have been delivered to OCF heretofore. The assets transferred under this Section 2 and any additions shall be accounted for and designated by OCF as the Library Association of Portland Reserve Fund (hereinafter, the "Reserve Fund"). OCF is not required to designate any subfund of the Reserve Fund as a separate component fund of OCF.

3. No Assumption of Liabilities. The assets transferred to OCF pursuant to this Agreement are not subject to any liabilities of DLAP, and OCF is assuming no liabilities in connection with the transfer.

4. Administration of Funds.

4.1 The assets of the Endowment Fund and the Reserve Fund may be commingled with other OCF property for investment

purposes. First Interstate Bank of Oregon, N.A., shall have custody of and administer the investment of the assets of the funds under its agency agreement with OCF; provided, however, that OCF shall have the power to replace First Interstate Bank of Oregon, N.A., pursuant to the terms thereof; and provided further that the investment return of the Endowment Fund and the Reserve Fund shall be calculated in accordance with OCF's "Investment Return Averaging Policy" which provides that the investment return received by OCF's various investment pools be combined and then allocated among the funds of OCF in proportion to each fund's share of the total return of all the pools.

4.2 The Endowment Fund and the Reserve Fund shall be subject to OCF's Restated Articles of Incorporation and Amended and Restated Bylaws, each as amended and restated from time to time.

5. Regular Distributions.

5.1 Subject to the provisions of Section 8 hereof, OCF shall distribute not less often than annually an appropriate percentage of the fair market value of the aggregate of the principal and income of the Endowment Fund and the Reserve Fund for the purposes described in the following paragraph. Such percentage shall be the percentage determined from time to time by the board of directors of OCF under its grant percentage payout policy for permanent funds. It is understood and agreed that in determining such percentage, the board of directors of OCF shall consider the long and short-term needs of the State

of Oregon, the expected total return on the investments of the permanent funds of OCF, the desirability of maintaining the real value of the permanent funds of OCF, and any and all other factors that it deems relevant in its sole discretion. In no event shall such percentage be less than a reasonable rate of return.

5.2 Distributions under this Section 5 shall be made, in the sole discretion of OCF's board of directors, to further the objects and purposes of the Multnomah County library system, including but not limited to capital improvements, repairs, maintenance, purchase of books, improvements for public access to collections and general operating support; provided, however, that the purpose of distributions from the respective subfunds shall be consistent with the restrictions and conditions currently applicable to distributions by DLAP from the respective subfunds. OCF shall not be required to seek the advice of DLAP, Multnomah County, any other entity or any individual before making such distributions.

6. Additional Distributions From Endowment Fund. Any distributions from the Endowment Fund in addition to those described in Section 5 above may be made at the sole discretion of the board of directors of OCF in accordance with such policies and guidelines as the board of directors applies to the making of additional distributions from its permanent funds.

7. Additional Distributions From Reserve Fund. Distributions from the Reserve Fund in addition to those described in Section 5 above may be made, at the sole discretion of the board of directors of OCF, provided that such additional distributions may be made only if the board of directors of OCF determines that such additional distributions are needed for significant enhancements to the facilities or services of the Multnomah County library system, are needed to meet extraordinary unforeseen needs of the library system, or otherwise are in the best long-term interests of the Multnomah County library system and the public that it serves. DLAP intends that distributions be made from the Reserve Fund pursuant to this Section 7 to pay for repairs of the roof of the central library building up to a maximum amount of \$750,000.

8. Variance Power. Whenever, in the sole judgment of the board of directors of OCF, any restriction or condition on distributions from any subfund for any purpose or purposes become, in effect, unnecessary, incapable of fulfillment or inconsistent with the needs of the Multnomah County library system or with the other charitable, education and scientific needs of the State of Oregon, the board of directors of OCF may order such modification of such restriction or condition and such application of the whole or any part of the principal or income of the Endowment Fund or Reserve Fund as in its sole judgment is then necessary to serve more effectively the purposes of the Endowment Fund or Reserve Fund and the other

purposes of OCF. Any exercise by the board of directors of OCF of the power described in the preceding sentence shall be reviewable by the Oregon Attorney General or an appropriate Oregon court, or both, as provided and only as provided by the Oregon Charitable Trust and Corporation Act or other applicable Oregon law.

9. Other Terms.

9.1 OCF shall appropriately memorialize the Endowment Fund and the Reserve Fund in OCF's annual report for so long as the Endowment Fund and the Reserve Fund remain in existence.

9.2 All distributions from the Endowment Fund or the Reserve Fund shall be identified to the beneficiary as coming from OCF and the respective fund.

DIRECTORS OF THE LIBRARY
ASSOCIATION OF PORTLAND

By _____
C. Bruce Ward, President

THE OREGON COMMUNITY FOUNDATION

By _____
Gregory A. Chaille, Executive
Director

EXHIBIT A
to
ENDOWMENT FUND AND RESERVE FUND TRANSFER AGREEMENT

<u>Name of Subfund</u>	<u>Principal as of June 30, 1989</u>	<u>Accrued Undistributed Income as of June 30, 1989</u>
Ayer, W. B.		
General Pension	891,610	727,321
Special Pension	222,965	42,826
Reserve	306,253	58,825
Beggs, C.	12,000	-----
Bourne, J.	20,849	2,692
Campbell, N.	6,657	2,892
Coe, H.	770	128
Cummins, L.	11,630	1,757
Currey, J.	825	137
Daniels, J.	7,956	3,586
Empereur, E.	284,930	47,231
Failing, H.	36,008	16,600
Failing Memorial	13,816	1,945
Founders Fund	180,063	96,642
Grieg, N.	8,121	1,329
Hansen, K.	4,333	517
Ison, M.	26,871	5,161
Keyser, M.	1,270	206
McNaughton, G.	1,784	852
Marsh, E.	1,727	250
McCready, R.	1,312	588
Metals Research Foundation	30,032	4,048
Padden, M. W.	4,670	680
Perpetual Members Book Fund	104,690	46,415
Reed, A.	36,008	4,919
Roberts, H.	64,865	29,052
Robertson, H.	13,154	2,177
Scott Scholarship	1,150	884
Smith, E.	57,467	47,834
University Park Associates	102,983	13,980
Wickander, G.	1,720	403
Wilson, J.	9,003	5,977
Other	15,672	361,724

EXHIBIT B
to
ENDOWMENT FUND AND RESERVE FUND TRANSFER AGREEMENT

<u>Name of Subfund</u>	<u>Principal as of June 30, 1989</u>	<u>Accrued and Undistributed Income as of June 30, 1989</u>
Harmon, E.	82,271	40,071
Schaff, L.	25,589	11,464
Trustees Fund (Mulheron)	65,731	29,216
Vollum, H.	812,082	152,788
Westland Fund (Youell)	15,912	7,283
Directors Fund (Interfund Transfer Account)	1,065,453	132,968

TRUST AGREEMENT FOR RETAINED ART

THIS AGREEMENT, effective as of the _____ day of _____ 1990, is between the Directors of the Library Association of Portland, an Oregon nonprofit corporation ("DLAP"), The Oregon Community Foundation, an Oregon nonprofit corporation ("OCF"), and Multnomah County, a political subdivision of the State of Oregon ("County").

The parties hereto desire to enter into this Agreement to set forth the terms and conditions under which OCF will hold title to certain works of art, in trust.

THEREFORE, the parties agree as follows:

1. Transfer of Art in Trust. DLAP hereby transfers all of its right, title and interest in all of the works of art described on the attached Exhibit A (the "Retained Art") to OCF. OCF shall hold title to the Retained Art in trust in accordance with the terms of this Agreement. The County shall be entitled to temporary possession of the Retained Art as specified in Section 3 below.

2. Duration. This Trust shall continue in effect until title to all of the items of Retained Art has been transferred in accordance with the terms of this Agreement.

3. Possession. The County shall take possession of the Retained Art on the date hereof and shall hold and may exhibit the Retained Art until a final decision regarding its disposition shall have been made in accordance with the terms of this Agreement. For so long as it has possession, the County shall, at its expense, maintain insurance on the Retained Art in amounts not less than are currently maintained by DLAP and take all steps necessary or appropriate to conserve and maintain the Retained Art. OCF shall have no responsibilities whatsoever with respect to the possession, conservation, exhibit, or insuring of the Retained Art. If title to any of the items of Retained Art is transferred to a party other than the County, the County shall promptly deliver possession of such item to the transferee.

4. Art Collections Policy. The County has undertaken, as soon as reasonably practicable and in any event within nine months from the date hereof, to formulate and adopt a written collection policy for non-bound art objects ("Art Collection Policy"). When the Art Collection Policy has been adopted, the County shall deliver a copy to OCF, together with a written statement (the "Statement") of which items of Retained Art, if any, would be appropriate accessions for the County library

system and how the County proposes to conserve and exhibit any such items. Within five days after receipt of the Art Collection Policy and the Statement, OCF shall deliver copies of the same to the members of the DLAP Art Committee, the members of which and their respective mailing addresses are specified on Exhibit B (the "Art Committee"). The Art Committee shall, as soon as practicable, and in any event within three months after receipt of the Art Collection Policy and the Statement, make a final decision with respect to the disposition of the Retained Art. The affirmative vote of a majority of the members of the Art Committee shall be required for any final decision. When a decision is reached, the chairman of the Art Committee shall give written instructions to OCF with respect to the transfer of each item of Retained Art. Upon receipt of such written instructions, OCF shall transfer each item of Retained Art in accordance with instructions received from the chairman of the Art Committee.

5. Failure to Deliver Art Collection Policy and Statement. If the County should fail to deliver a copy of its Art Collection Policy and Statement within nine months from the date hereof, OCF shall so notify the Art Committee. The Art Committee shall, as soon as practicable, and in any event within three months after receipt of such notice, make a final decision with respect to disposition of the Retained Art. When a decision is reached, the chairman of the Art Committee shall give written instructions to OCF with respect to the transfer of each item of Retained Art. Upon receipt of such written instructions, OCF shall transfer each item of Retained Art in accordance with instructions received from the chairman of the Art Committee.

6. Failure of Art Committee to Act. If the Chairman of the Art Committee should fail to deliver written instructions to OCF with respect to the disposition of the Retained Art within three months after receipt by the Art Committee of a copy of the Art Collection Policy and Statement or within three months after receipt of notice that no Art Collection Policy and Statement were timely received, as the case may be, OCF may request the Executive Director of the Metropolitan Arts Commission to make the decision with respect to disposition of the Retained Art. If the Executive Director of the Metropolitan Arts Commission is unwilling to so serve, OCF may petition the Multnomah County Circuit Court for instructions on how to proceed. OCF may act in accordance with written instructions from the Executive Director of the Metropolitan Arts Commission or a judge of the Multnomah County Circuit Court.

7. Expenses and Fees. OCF shall be reimbursed by the County for all expenses, but shall not charge a fee for its services hereunder.

8. Indemnity. DLAP and the County shall indemnify and defend OCF from any claim, loss, liability, or expense arising from any action or inaction in administration of this Trust in accordance with the terms of this Agreement or based on direction or information from the chairman of the Art Committee, the Executive Director of the Metropolitan Arts Commission, or the Multnomah County Circuit Court, absent willful misconduct or bad faith on the part of OCF.

9. Bonding. OCF need not give any bond or other security for performance of its duties under this Trust.

10. Binding Agreement. This Agreement shall be binding upon the parties and their respective successors and assigns.

11. No Implied Duties. The duties of OCF shall be those stated in this Agreement, and no other duties shall be implied.

DIRECTORS OF THE LIBRARY
ASSOCIATION OF PORTLAND

By: _____

THE OREGON COMMUNITY FOUNDATION

By: _____

MULTNOMAH COUNTY

By: _____

Schedule 1.1

Beach Cottage - Legal Description

Lots 4 and 5 and Block 3, Neahkahnie Mountain, Tillamook County, Oregon, and the property beginning at a point in the easterly line of Lot 10, Block 3, Neahkahnie Mountain, 15.0 feet southerly from the NE Corner of said Lot 10; running thence northerly, 15.0 feet, to the NE Corner of Lot 10; thence westerly, along the northerly line of Lot 10, 100 feet to the NW Corner of Lot 10; thence southerly, along the westerly line of Lot 10, 11.15 feet; and running thence easterly, 100 feet, more or less to the point of beginning.

Schedule 1.3

Retained Art

THE NORTH AMERICAN INDIAN

Edward S. Curtis

Twenty volumes of text (I - XX);
numbered 155 of a limited
edition of five hundred sets.

Each volume accompanied by a corresponding
portfolio of handprinted, sepia-toned photogravures
on 18" x 22" sheets.

Photogravures (I - XX) numbered 1-722, with
four missing: numbers 186, 189, 202, 674.

JOHN JAMES AUDUBON

The Birds of America

From original drawings by
John James Audubon, author.
Elephant folio in four volumes,
published by the author,
London, 1827-1838

Albrecht Dürer (German, 1471-1528)

Coat of Arms of Death

Engraving on laid paper,
Meder 98 Group 2 a/d,
8-5/8" x 6-3/16",
signed with monogram and dated 1503 in the plate,
(this impression printed circa 1540/50).

Robert Nanteuil (French, 1623-1678) after Charles Le Brun

Pomponne de Bellievre

Engraving with etching on laid paper,
12-7/8" x 9-7/8",
Robert-Dumesnil 37 II/II,
executed in 1657, inscribed in the plate, lower left,
"Carolus Le Brun pinxit",
and lower right, "Robertus Nanteuil Sculpebat";
dedicatory lines inscribed in oval frame

Antoine Masson (French, 1636-1700), after N. Mignard

Guillaume de Brissacier,

engraving with etching on laid paper,
14" x 10-1/2",
Robert-Dumensnil [sic] 15 IV ?/IV,

executed in 1664, inscribed in the plate, left center, "N. Mignard Avenionensis pinxit", and right center, "Ant. Masson Sculpebat 1664", dedicatory inscription in oval.

Gerard Edelinck (French, ca. 1640-1707), after Philippe de Champagne

Philippe de Champagne (Self-portrait), engraving with etching on laid paper, 15-3/4" x 13", Robert-Dumesnil 164 II/II, inscribed in the plate, lower right margin, "G. Edelinck Sculpsit. 1676/ Cum Pri R", and margin lower left, "se ipse pinxit", dedicatory inscription in the plate, lower center margin.

Pierre-Imbert Drevet (French, 1697-1739), after C. Coypel
Adrienne Le Couvreur,

Engraving with etching on laid paper, 16-1/8" x 11-5/8", Firmin-Didot 24 III/III and Portalis and Beraldi 70; executed ca. 1730; inscribed in the plate lower left, "Peint par C. Coypel", and lower right, "Grave par P. Drevet"; dedicatory inscriptions.

Jean Georges Wille (French, 1717-1807) after P. A. Wille,
Sister of the Good Woman of Normandy,

engraving with etching on laid paper, 10" x 7-1/2"; Portalis and Beraldi 22; executed in 1773, inscribed in the plate, margin, upper left, "19fe Platte".

Jean Georges Wille (French, 1717-1807), after Pompeo Battoni,
Death of Antony,

Engraving on laid paper, 15-1/4" x 9-1/4", Portalis and Beraldi 1 and Hind p. 203, executed in 1778; Inscribed in the plate, margin, upper left, "22fe Pla..." and upper center, in reverse, "Wille".

Raphael Morghen (French, 1758-1833), after Guido Reni,
Aurora,

Engraving on laid paper, 20-1/2" x 36-1/2",

Portalis and Beraldi p. 499,
inscribed in the plate, margin, lower left,
"Guidus Rheni pinx",
lower right, "Raphael Morghen, sculp, Romae",
lower center, "Antonius Cavalucci delin";
dedicatory inscriptions in lower margin.

Paolo Toschi (Italian, 1788-1845), after Corregio,
Sts. Peter and Paul,
Engraving on wove paper,
22" x 20".

William Sharp (British, 1749-1824) after Benjamin West,
Lear in the Storm,
Etching on laid paper,
20" x 25",
Inscribed in the plate, lower right, "etched by W. Sharp",
traces of an unreadable inscription in the margin, lower
center.

Charles Howard Hodges (British, 1764-1837), after Rembrandt van
Rijn,
The Shipbuilder and his Wife,
Mezzotint on laid paper,
17-1/4" x 22-3/16",
Hind. p. 281,
Inscribed in the plate, margin, lower left, "Rembrandt pinx^t",
and margin, lower right, "C. H. Hodges Sculpt";
inscribed in pencil, lower right JCH .

Rembrandt van Rijn (Dutch, 1606-1669),
Death of the Virgin,
Etching and drypoint on laid paper,
16-5/16" x 12-9/16",
Hind 161 III or IV/IV and Munz 208 III/III;
signed in the plate, lower left, "Rembrandt f. 1639".

Charles Storm van S'Gravesande (Dutch, 1841-1924),
Moonlight in Holland,
Etching on laid paper,
15-1/4" x 21-1/2";
signed in pencil, margin, lower right,
"Ch. Storm van S'Gravesande".

Felix Buhot (French, 1847-1898),

Westminster Clock Tower,
Etching, aquatint, drypoint, and roulette on laid paper,
11-1/4" x 15-1/2",
Bourcard 156 V or Vi/VI,
stamped in red with artist's monogram, margin, lower center
(Lugt 977),
signed and inscribed in pencil, margin, lower center,
"epreuve d'artiste/Felix Buhot";
various inscriptions in the plate.

Jean Francois Millet (French, 1814-1875),
Les glaneuses
Etching printed in bistre on "antique" laid paper,
10-3/4" x 8-1/4"
Delteil 12 II/II,
executed in 1855; inscribed in the plate, lower right,
"Paris Imp^s par Aug. Delatre Rue St. Jacque 171".

Charles Meryon (French, 1821-1868)
Le Petit Pont
Etching,
11" x 8-1/2"
Inscribed in the margin plate lower left, "Publie par
l'Artiste", and lower right, "A. Delaitre, Rue St. Jacque,
171", additionally in the plate upper right with artist's
monogram, "C.M.".

Paul Rajon (French, 1843-1888),
Portrait of Tennyson,
Etching and drypoint on Japan paper,
20-1/4" x 15-3/4",
Beraldi 179,
signed in pencil, margin, lower right, "Rajon";
inscribed in the plate, lower left, "Rajon del / et. aq. ft",
inscribed in the margin, upper left,
"Copyrighted 1888 by Frederick Keppel & Co New York & London".

Francis Seymour Haden (British, 1818-1910),
A Lancashire River,
Etching on laid paper,
11" x 16",
Harrington 215 II/II;
signed in pencil, margin, lower right, "Seymour Haden",
signed and dated in the plate, lower right, "Seymour Haden
1881".

Otto Bacher (American, 1856-1909),
Interior of St. Mark's, Venice,
Etching in bistre,
27-1/4" x 17-3/4"
signed in pencil lower left, "Otto H. Bacher"
printed upper left, "Copyrighted Nov. 1887 by Frederick Keppel
& Co., New York and London".

James McNeill Whistler (American, 1834-1903),
Riva #1,
Etching on laid paper,
8" x 11-5/8",
Kennedy 192 III/III,
signed in pencil with butterfly monogram on tab,
signed in the plate with butterfly monogram, upper left.

Frederic Jacque (French, 1859 - ?), after Charles Jacque,
Le Retour
with a remarque by Charles Jacque,
etching and drypoint printed in bistre on Japan paper,
18-1/4" x 23-3/4";
signed in pencil, margin, lower left, "Ch. Jacque",
and lower right "F. Jacque";
signed in the plate, upper left, "F. Jacque",
remarque signed and dated in the plate, lower right, "Ch.
Jacque 88", inscribed in the plate margin, upper center,
"Copyrighted 1888 by Frederick Keppel & Co New York & Paris"

Group of gentlemen's portraits including:

WILLIAM COGSWELL (American, 1819-1903)
Judge Matthew P. Deady, 1887;
Mr. E. K. Kearney, 1886;
Mr. Joseph Lane;
Mr. Nathan Sechheimer, 1888;
Unidentified gentleman;
Oil on canvas, signed lower left, approximately 49" high x
36" wide, gilt wood frames.

FRANK PEBBLES (American, 1839-1928)
Henry Failing
Oil on canvas, 1878, signed and dated, lower right, 44-1/2"
high x 35" wide, gilt wood frame.

CLAYTON S. PRICE (American, 1874-1950)

Indians

Circa 1930, oil on canvas, signed lower right, "C. S. Price,"
39-1/2" high x 47-1/4" wide

CLAYTON S. PRICE (American, 1874-1950)

Pioneers

Circa 1930, oil on canvas, signed lower right, 39-1/4" high x
47-1/2" wide

CHARLES ERSKINE SCOTT WOOD (American, 1852-1944)

Desert #1

Oil on canvas, monogram lower left, 24-1/4" high x 26-1/2" wide

CHARLES ERSKINE SCOTT WOOD (American, 1852-1944)

Landscape

Oil on canvas, monogram lower left, 19-1/2" high x 19-3/4" wide

SCHEDULE 1.6

CONTRACTS

1. Agreement with Pace, Inc. (Protection One Security) for security system installation and monitoring at various branches dated February 26, 1988.
2. Western Library Network Computer System Principal Member Agreement with Washington State Library Commission dated July 1, 1985.
3. Purchase Agreement with Dynix, Inc. for computer equipment, software, maintenance and related services dated August 22, 1988.
4. Subscription Agreement with Alanet for electronic mail and information services dated August 22, 1988.
5. LSCA grant award for "Focus on the Future: Senior Adult Needs" dated April 20, 1989.
6. Agreement for Exchange of Library Service with Ft. Vancouver Regional Library dated July 1, 1988.
7. Agreement for Exchange of Library Services with Washington County Cooperative Library Service dated July 1, 1988.
8. Agreement for Mail Order Library Services with Washington County Cooperative Library Services dated September 30, 1987.
9. Agreement for Exchange of Library Services with Cooperative Library Network of Clackamas County dated July 1, 1988.
10. Agreement with Washington County Cooperative Library Service for housing and access of reference staff dated July 1, 1988.
11. Maintenance Contracts:
 - (a) Preventative Maintenance Service Policy with Allied Mechanical Contractors, Ltd. covering air conditioning, heating and air filtration systems signed March 27, 1989.
 - (b) Maintenance Agreement with Reliable Typewriter Service, Inc. dated March 8, 1989.

- (c) Maintenance Agreements with Oregon Micrographics, Inc. relating to microfilm equipment.
 - (d) Maintenance Agreements with Pacific Office Automation for copier machines.
 - (e) Maintenance Agreements with Checkpoint Systems, Inc. for security systems at various branches.
12. Agreement with Baker & Taylor for acquisition of a book collection for the Gresham Branch dated April 26, 1989 and first Amendment to agreement dated January 10, 1990 for additional goods.
 13. Agreement with Advanced Automated Sales Co., Inc. for installation and maintenance of vending machines at Central Library dated December 10, 1986.
 14. Real estate contract of sale and related documents with Westmoreland Properties of Oregon, Ltd. dated January 22, 1981 for purchase by DLAP of the Sellwood Branch.
 15. Lease with Kin Properties, Inc. dated October 8, 1987 for lease by DLAP of the Albina Branch.
 16. Month-to-Month Rental Agreement with Friends of the Multnomah County Library as lessee dated September 20, 1988 for a portion of the property located at 216 NE Knott Street.
 17. Notice from the City of Portland, Bureau of Environmental Services regarding sewer construction project for Midland Branch dated March 16, 1988.
 18. Notice from the City of Gresham regarding sewer construction project for the Rockwood Branch dated January 23, 1989.
 19. Agreement for Exchange of Library Services with Camas Public Library dated January 1, 1989.
 20. Janitorial Services Agreement with St. James Janitorial Service for Region 1 dated June 8, 1989.
 21. Janitorial Services Agreement with I-Tec Maintenance Systems for janitorial services for Region 4 dated June 13, 1989.
 22. Janitorial Services Agreement with Skyline Building Maintenance for Region 2 dated June 29, 1989.

23. Janitorial Services Agreement with American Building Maintenance Company for Region 3 dated June 29, 1989.
24. Janitorial Services Agreement with Knit-Core for Region 5 dated December 20, 1989.
25. Wallace Security Guard Services Agreement with Wallace Security dated December 31, 1989.
26. Agreement for Courier Services with Crose Consulting for a ground courier delivery system dated January 29, 1990.
27. First Amendment to Janitorial Services Agreement with American Building Maintenance Company for janitorial services at the new Gresham location dated December 15, 1989.
28. Lease with Central City Concern dated April 11, 1988, as amended June 20, 1989 and June 28, 1989, for lease by DLAP of the Old Town Reading Room.
29. Agreement to pay a pension to James H. Burghardt in the amount of \$1,000 per month for life from the income of the Ayer Fund.
30. Agreement to pay a pension to Mary E. Phillips in the amount of \$635 per month for life from the income of the Ayer Fund.
31. Elevator Maintenance Agreement with US Elevator Corporation dated July 26, 1989 for maintenance at Central Library Building.
32. Service Agreement with US Elevator Corporation (undated) for service at Library Administration Building.
33. Consulting and Software Support Agreement dated March 26, 1990 with Group 3 Consultants, Inc. for support for existing third party software used at the library.
34. Exhibition contract dated February 27, 1990 with the University Art Museum (not signed) for exhibition of African/American Exhibition.
35. Agreement for Operation of Public Telephones dated January 11, 1990 with GTE Northwest Incorporated for installation and operation of public telephones at the Gresham Branch Library.

36. Agreement with Jude Russell, textile artist, for textile art work for new Gresham branch, by letter dated February 14, 1990.
37. Amendment to Centraflex III agreement with Pacific Northwest Bell Telephone Company extending the term to October 31, 1990.
38. Sewer district assessment notification for Gregory Hights Branch dated April 1989.
39. Agreement with OCLC On-Line Computer Library Center, Incorporated for membership in the OCLC organization and for computerized bibliographic and related services dated February, 1987.
40. Agreement with Friberg Electric for technical support for power conditioning system.

Schedule 1.7

Endowment Fund

<u>Name of Subfund</u>	<u>Principal as of June 30, 1989</u>	<u>Accrued Undistributed Income as of June 30, 1989</u>
Ayer, W. B.		
General Pension	891,610	727,321
Special Pension	222,965	42,826
Reserve	306,253	58,825
Beggs, C.	12,000	-----
Bourne, J.	20,849	2,692
Campbell, N.	6,657	2,892
Coe, H.	770	128
Cummins, L.	11,630	1,757
Currey, J.	825	137
Daniels, J.	7,956	3,586
Empereur, E.	284,930	47,231
Failing, H.	36,008	16,600
Failing Memorial	13,816	1,945
Founders Fund	180,063	96,642
Grieg, N.	8,121	1,329
Hansen, K.	4,333	517
Harmon, E.	82,271	40,071
Isom, M.	26,871	5,161
Keyser, M.	1,270	206
McNaughton, G.	1,784	852
Marsh, E.	1,727	250
McCready, R.	1,312	588
Metals Research Foundation	30,032	4,048
Padden, M. W.	4,670	680
Perpetual Members Book Fund	104,690	46,415
Reed, A.	36,008	4,919
Roberts, H.	64,865	29,052
Robertson, H.	13,154	2,177
Schaff, L.	25,589	11,464
Scott Scholarship	1,150	884
Smith, E.	57,467	47,834
Trustees Fund (Mulheron)	65,731	29,216
University Park Associates	102,983	13,980
Vollum, H.	812,082	152,788
Westland Found. (Youell)	15,912	7,283
Wickander, G.	1,720	403
Wilson, J.	9,003	5,977
Interfund Transfer Account	1,065,453	132,968
Other	15,672	361,724

Schedule 2.2

Pending Claims, Suits and Actions

None

Meeting Date: APR 26 1990

Agenda No.: R-9

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Polystyrene Foam-Resolution

BCC Informal 4/24 BCC Formal 4/26
(date) (date)

DEPARTMENT Non-Departmental DIVISION BCC

CONTACT Karen Belsey TELEPHONE 248-5237

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

Prohibits use of Polystyrene Foam products used for dispensing or storing food products in County Operated Facilities absent a Board approved recycling program.

4/27/90 Copies to Karen Belsey

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *[Signature]*

Or

DEPARTMENT MANAGER _____

1990 APR 30 10:32
CLERK OF COUNTY BOARD
DEPARTMENT OF CLERK OF COUNTY BOARD
OREGON

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Prohibiting Use)	RESOLUTION
of Polystyrene Foam Products in)	
County Operated Facilities Absent)	90-64
a Board Approved Recycling Program.)	
<hr/>		
)	

WHEREAS, the Multnomah County Board of Commissioners has enacted ordinances No. 614 and 635, relating to the use of polystyrene foam products by restaurants, retail food vendors and non-profit food providers, as well as the county, itself, in facilities controlled by it; and

WHEREAS, county ordinances have application only within the unincorporated areas of Multnomah County and therefore the above-referenced ordinances have no application to county controlled facilities within incorporated cities; and

WHEREAS, most county operated facilities lie within incorporated cities within Multnomah County and only the City of Portland has enacted any regulation of polystyrene foam products, which regulation has doubtful application to use of such products in county operated facilities; and

WHEREAS, the Board wishes to assure the use of polystyrene foam products is prohibited within facilities the county operates throughout the entire county and that such prohibition occur without exception unless the board identifies and approves a recycling program designed to meet specifications recognized by the board in its Ordinance No. 614, as amended by Ordinance No. 635;

THEREFORE, BE IT RESOLVED, that it is the policy of the Board of Commissioners that no facility operated by the county, within the entire county, including incorporated cities, be permitted to have on its premises, for use in any form, polystyrene foam products, whether for dispensing, storage and consumption of foodstuffs and beverages, or otherwise, unless the board expressly approves use of such products upon

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recognition of a recycling program designed to meet specifications adopted by the board.

ADOPTED this 26th day of April, 1990.

(SEAL)

By

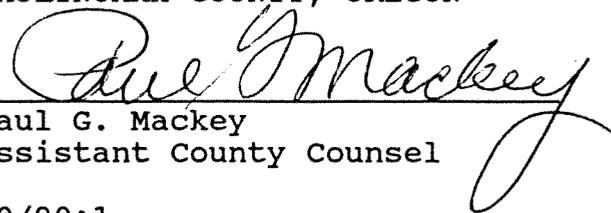


Gladys McCoy, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By



Paul G. Mackey
Assistant County Counsel

04/10/90:1
3ATTY.126/mw

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

DEPARTMENT Human Services
CONTACT Susan Clark

DIVISION Social Services
TELEPHONE 248-3691

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED

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

Budget Modification DHS # 46 makes housekeeping adjustments in the Development Disabilities program of Social Services Division to reflect current expenditure needs with a net decrease of (\$1,095).

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS # 46 makes various internal housekeeping adjustments within the DD program in the Social Services Division. The funds that are reappropriated in this budget modification are an accumulation of State Mental Health Grant funds primarily due to the unanticipated delay in hiring the DD program manager, which is currently in the screening and interview process for the second time; and normal staff turnover in case management.

The reallocation of these funds will adjust the program to more accurately reflect current expenditure needs in materials and services. Capital equipment purchases are costs related to the program's move to the 5th floor and support for the recently purchased Local Area Network.

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

No impact State Mental Health Grant
County General Fund Support of Indirect decreased (\$1,095).
Service Reimbursement Federal State to General Fund decreased (\$1,095).
Service Reimbursement Federal State to Insurance Fund decreased (\$1,885).

1990 APR 17 PM 4:35
MULTI-COUNTY
COUNTY CLERK

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

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

Originated By	Date	Department Manager	Date
<u>Susan Clark</u>	<u>4-10-90</u>	<u>Duane Zussy (pc)</u>	<u>4/12/90</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>Thomas S. [Signature]</u>	<u>4/17/90</u>	<u>Gerald W. Bittle</u>	<u>4-16-90</u>
Board Approval	Date		
<u>REBORGH C. ROGERS</u>	<u>APR 26, 1990</u>		

EXPENDITURE

TRANSACTION EB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____		Change	Sub-	Description
Document Number	Action	Fund	Agency	Organi- zation	Reporting Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Total	
		156	010	1210		5100			(23,250)		Permanent Fringe
		156	010	1210		5550			(1,390)	(28,390)	Insurance PS Subtotal
		156	010	1210		6110			12,205		Professional Services
		156	010	1210		6180			2,000		Repair & Maint
		156	010	1210		6230			3,000		Supplies
		156	010	1210		6310			6,000		Education/Training
		156	010	1210		7100			(274)		Indirect
		156	010	1210		7500			1,217		Other Internal
		156	010	1210		8400			3,968	24,148	MS Subtotal Capital
										3,968	Co Subtotal
										(274)	Org 1210 Total
		156	010	1270		5100			(19,000)		Permanent Fringe
		156	010	1270		5550			(497)	(21,997)	Insurance PS Subtotal
		156	010	1270		6180			100		Repair & Maint
		156	010	1270		7100			(821)		Indirect
		156	010	1270		7300			10,000	9,279	Motor Pool MS Subtotal
		156	010	1270		8400			11,897	11,897	Capital OO Subtotal
										(821)	Org 1270 Total
										(1,095)	SSD Total
		100	010	0104		7608			(1,095)		Cash Transfer
		400	040	7531		6520			(1,887)		Insurance Fund
		401	030	5900		6230			10,000		Fleet Fund Supplies
TOTAL EXPENDITURE CHANGE									5,923	TOTAL EXPENDITURE CHANGE	

TRANSACTION RB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____		Change	Sub-	Description
Document Number	Action	Fund	Agency	Organi- zation	Reporting Category	Revenue Source	Current Amount	Revised Amount	Increase (Decrease)	Total	
		156	010	1210		7601			(274)		OGF
		156	010	1270		7601			(821)		OGF
		100	045	7410		6602			(1,095)		Svs Reim F/S to GF
		400	040	7531		6602			(1,887)		Svs Reim F/S Ins Fund
		401	030	5900		6602			10,000		Svs Reim F/S to Fleet Fund
TOTAL REVENUE CHANGE									5,923	TOTAL REVENUE CHANGE	

5. ANNUALIZED PERSONNEL CHANGES (Compute on a full year basis even though this action affects only a part of the fiscal year.)

FTE Increase (Decrease)	POSITION TITLE	A n n u a l i z e d			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)

None

TOTAL CHANGE (ANNUALIZED)

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (calculate costs or savings that will take place within this fiscal year; these should explain the actual dollar amounts being changed by this Bud Mod.)

Full Time Positions, Part-Time, Overtime, or Premium	Explanation of Change	C u r r e n t F Y			
		BASE PAY Increase (Decrease)	FRINGE Increase (Decrease)	INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)
	Savings Org 1210	23,250	3,750	1,390	28,390
	Savings Org 1270	19,000	2,500	497	21,997



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy,
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (pc)*
Department of Human Services

FROM: Gary Smith, ^{DD} Director
Social Services Division

DATE: April 10, 1990

SUBJECT: Approval of Budget Modification

RECOMMENDATION: That the Board of County Commissioners approve Budget Modification DHS #46 which reappropriates funds within the Social Services Division, Developmental Disabilities (DD) program to reflect current expenditure needs resulting in a net decrease of (\$1,095).

ANALYSIS: This budget modification makes various housekeeping adjustments within the DD program. The funds that are reappropriated are State Mental Health Grant savings primarily due to the unanticipated delay in hiring the DD program manager, which is currently in the screening/interview process for the second time since September. Additional savings is generated by staff turnover in Case Management.

This reallocation will adjust the program budget to more accurately reflect current expenditures in materials and services, with the largest increase being \$10,000 in Motor Pool. The Case Management budget for Motor Pool was under budgeted in the current fiscal year and has been proposed in fiscal year 90-91 at the more accurate expenditure level. Capital equipment purchases are costs related to the program's move to the 5th floor of the Gill Building and for additional support for the local area network.

BACKGROUND: Historically, during the last quarter of each fiscal year, program budgets are adjusted to reflect the current expenditures. This budget modification makes various housekeeping adjustments for the remainder of fiscal year 89-90.

(zgramdd/kt)



MULTNOMAH COUNTY OREGON

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY
PAULINE ANDERSON
GRETCHEN KAFOURY
RICK BAUMAN
SHARRON KELLEY

DEPARTMENT OF GENERAL SERVICES
PORTLAND BUILDING
1120 SW FIFTH, 14TH FLOOR
PORTLAND, OR 97204-1934

OFFICE OF THE DIRECTOR
EMPLOYEE SERVICES (503) 248-3303
FINANCE (503) 248-5015
LABOR RELATIONS (503) 248-3312
PLANNING & BUDGET (503) 248-5135
(503) 248-3883

AT OTHER LOCATIONS:

ADMINISTRATIVE SERVICES (503) 248-5111
ASSESSMENT & TAXATION (503) 248-3345
ELECTIONS (503) 248-3720
INFORMATION SERVICES (503) 248-3749

INTEROFFICE MEMORANDUM

TO: Gladys McCoy
Chair, Board of County Commissioners

FROM: Tom Simpson *TS*
Analyst, Planning and Budget Division

DATE: April 16, 1990

SUBJECT: DHS Budget Modification 46

The attached budget modification uses personnel savings to cover overexpenditures in supplies and equipment for the Developmental Disabilities program.

The savings resulted from the unanticipated delay in hiring the Developmental Disabilities program manager. The savings will be used to enhance an existing program, not start a new one. The use of the savings will not effect the County's Beginning Working Capital for Fiscal Year 1989-90 because the savings resulted in a grant funded program.

If this money is not transferred, the DD program will overspend some line items in Materials and Services.

CC: Jack Horner
Duane Zussy
Ardys Craghead
Gary Smith
Susan Clark

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____
(Date)
DEPARTMENT Human Services DIVISION Social Services
CONTACT Susan Clark TELEPHONE 248-3691
*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

SUGGESTED

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

Budget Modification DHS # 47 increases the Social Services Division Developmental Disabilities program contracts budget by \$231,905 to reflect amendment #17 of the State Mental Health Grant which implements an increase in direct care wages.

(Estimated Time Needed on the Agenda)

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

PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

Budget Modification DHS # 47 increases the Social Services Division - DD program contracts budget by \$231,905 to reflect amendment #17 of the State Mental Health Grant which implements increased direct care wages.

The Legislative Emergency Board approved additional funds for Residential facilities with the intent to raise the average wage rate of direct care staff to \$6.00 per hour, effective on February 1, 1990.

Contract amendments to approximately 15 subcontracts have been processed to incorporate this increased rate. Payments, retro-active to February 1 will be made as soon as executed contract contract amendments are return from providers.

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

State Mental Health Grant increase \$230,293.
County General Fund Indirect Support increase \$1,612.
Service Reimbursement Federal State fund to the General Fund increase \$1,612

1990 APR 17 PM 4:31
CLERK OF COUNTY
OFFICE OF CLERK OF COUNTY

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

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

Originated By	Date	Department Manager	Date
<u>Susan Clark</u>	<u>4/10/90</u>	<u>Duane Zussy (pc)</u>	<u>4/12/90</u>
Budget Analyst	Date	Personnel Analyst	Date
<u>Thomas D. Sp...</u>	<u>4/16/90</u>		
Board Approval		Date	
<u>Deborah L Rogers</u>		<u>April 26, 1990</u>	

EXPENDITURE

TRANSACTION EB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____		Change	Sub-	
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Object	Current Amount	Revised Amount	Increase (Decrease)	Total	Description
		156	010	1215		6060			230,293		Pass through
		156	010	1215		7100			1,612		Indirect
										231,905	MS Subtotal
		100	010	0104		7608			1,612		CT to F/S fund

////////////////////////////////////
TOTAL EXPENDITURE CHANGE//////////////////////////////////// 233,517 TOTAL EXPENDITURE CHANGE

TRANSACTION RB []		GM []	TRANSACTION DATE _____		ACCOUNTING PERIOD _____		BUDGET FY _____		Change	Sub-	
Document Number	Action	Fund	Agency	Organi- zation	Reporting Activity Category	Revenue Source	Current Amount	Revised Amount	Increase (Decrease)	Total	Description
		156	010	1215		2605			230,293		State MH Grant
		156	010	1215		7601			1,612		County General Fund
		100	045	7410		6602			1,612		Svs reim F/S to GF

////////////////////////////////////
TOTAL REVENUE CHANGE//////////////////////////////////// 233,517 TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

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

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GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (cc)*
Department of Human Services

FROM: Gary Smith, ^{*MS*} Director
Social Services Division

DATE: April 11, 1990

SUBJECT: Approval of Budget Modification

RECOMMENDATION: That the Board of County Commissioners approve Budget Modification DHS # 47. This modification increases the Social Services Division - DD program contracts budget by \$231,905 to reflect amendment #17 of the State Mental Health Grant.

ANALYSIS: The Legislative Emergency Board approved additional funds for Residential Facilities with the intent to raise the average wage rate of direct care staff to \$6.00 per hour, effective February 1, 1990. This action triggered amendment #17 to the State Mental Health Grant. The State amendment and the approximately 15 subcontract amendments have been processed through the County's approval process. Payments to providers, retro-active to February 1, will be made as soon as executed agreements are returned from the agencies.

BACKGROUND: The Legislative Emergency Board appropriated funds for this unilateral amendment to be used only for increases in wages, taxes and benefits for direct care staff of Residential facilities. Historically, direct care staff, who must deal with a most vulnerable population, have been paid a wage rate comparable to unskilled, temporary employees of local fast food chains. This amendment is an attempt to raise the average wage to a more appropriate level.

4590B/3

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT Human Services DIVISION Health
CONTACT Scott Clement/Tom Fronk TELEPHONE ext. 3674

NAME OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Budget Modification DHS#48 requests several unrelated classification changes for positions within the Health Division, and transfers salary savings to cover startup costs at the three new school based clinics.

(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 is the first Health Division mid year housekeeping budget modification for fiscal year 1990-91.

This budget modification reflects several unrelated reclassifications approved by the Employee Services Division from early in the summer of 1989 to March 1990:

- a) The clerical supervisor position at the North Portland clinic is reclassified from Office Assistant 4 to Operations Supervisor 1, due to an increase in the size of the clerical work unit at that site.
- b) The Health Supply supervisor position is reclassified from Chief Warehouse Worker to Warehouse Supervisor to reflect the level of responsibility that the incumbent has historically been assigned.
- c) The clerical supervisor position in Disease Control/Environmental Health is reclassified from Office Assistant 4 to Operations Supervisor 1, due to an increase in the size of the clerical work unit supporting these operations.
- d) An Administrative Technician position in the Data Systems unit is reclassified to Administrative Specialist 1 to reflect the increasingly specialized work assigned to that position.
- e) An Office Assistant 3 position in Support Services assigned to Administrative and Medical procedures review is reclassified to Administrative Technician, to reflect an increased work load and level of responsibility associated with the transfer of half of the Procedures manager to the HIV Outreach program.

NOV 20 1990
ALINGO
10 12 1988
10 12 1988

- f) A Financial Operations Supervisor in Health Systems is reclassified to Financial Specialist 2 to reflect the additional responsibility of managing the centralized billing unit. This unit was created late last fiscal year by transferring billing functions and positions from remote sites to this unit, a move designed to allow for more efficient and uniform billing practices.
- g) An Operations Supervisor 2 at the Westside Clinic is reclassified to Operations Supervisor 1 to reflect the reassignment of the STD clinic clerical staff to another manager.

All of these changes, with the exception of (g), have been made in the 1990-91 budget proposal. Item (g) will be corrected at Technical Amendment time.

Finally, this budget modification would transfer salary savings to cover one time only costs associated with the establishment of three new school based clinics during this fiscal year.

The budget for startup of these three clinics included \$21,000 for construction and remodeling. The actual costs will be approximately \$39,500. The budget had been based on experience with prior school based clinics. The physical condition of these last three school based clinics has caused significantly greater capital improvement requirements than encountered in earlier clinics.

The salary savings used are from the Field Services Section manager position (July 1, 1989 to September 17, 1989 and the Westside Clinic Manager position (February 1, 1990 to March 15, 1990.

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

Reduce Cash Transfer to Health Division Fed/State Fund by \$1,277.
Reduce Svc Reimbursement revenue to General Fund by \$1,277.

4. CONTINGENCY STATUS (To be completed by Finance/Budget.) NO CHANGE

Originated by: <i>Tom Frank</i>	Date: <i>4/11/90</i>	Department Director: <i>Duane Zussy (DC)</i>	Date: <i>4/13/90</i>
Finance/Budget: <i>Thomas G. Syme</i>	Date: <i>4/16/90</i>	Employee Relations: <i>Susan Daniels</i>	Date: <i>4/16/90</i>
Board Approval: <i>Deborah C. Rogers</i>	Date: <i>4/26/90</i>		

PERSONNEL DETAIL FOR BUD MOD DHS #48

5. ANNUALIZED PERSONNEL CHANGES (compute on a full year basis even though this action affects part of the fiscal year).					
		ANNUALIZED			
FTE	POSITION TITLE	BASE PAY	FRINGE	INSURANCE	TOTAL
RECLASSIFICATIONS					
3.00	Operations Supervisor 1 (0230,0735,0715)	81681	21849	17973	121503
(2.00)	Office Assistant 4 (0735,0230)	(51876)	(13876)	(10454)	(76206)
(1.00)	Operations Supervisor 2 (0715)	(29775)	(7965)	(3466)	(41206)
1.00	Warehouse Supervisor (0880)	29286	7834	3434	40554
(1.00)	Chief Warehouse Worker (0880)	(23135)	(6189)	(5507)	(34831)
1.00	Finance Operations Supv (0920)	(32948)	(8814)	(4563)	(46325)
(1.00)	Finance Spec 2 (0920)	32948	8814	4563	46325
1.00	Administrative Tech (0855)	23135	6189	5507	34831
(1.00)	Office Assistant 3 (0855)	(22206)	(5940)	(2833)	(30979)
1.00	Administrative Spec 1 (0911)	28924	7737	5889	42550
(1.00)	Administrative Tech (0911)	(23135)	(6189)	(5507)	(34831)
SALARY SAVINGS TRANSFER					
No annualized effect.					
0.00	TOTAL CHANGE (ANNUALIZED)	12899	3450	5036	21385

6. CURRENT YEAR PERSONNEL CHANGES (calculate costs or savings that will take place within this fiscal year: these should explain the actual dollar amounts changed on the Bud Mod.

		CURRENT FISCAL YEAR			
FTE	POSITION TITLE / EXPLANATION	BASE PAY	FRINGE	INSURANCE	TOTAL
RECLASSIFICATIONS (NO CURRENT YEAR APPROPRIATION CHANGES REQUESTED FOR RECLASSES)					
0.50	Operations Supervisor 1 (0715 - Westside Clinic)				
0.92	Operations Supervisor 1 (0735 - North Portland Clinic)				
0.92	Operations Supervisor 1 (0230 - Env Health - CD Office)				
(0.92)	Office Assistant 4 (0230)				
(0.92)	Office Assistant 4 (0735)				
(0.50)	Operations Supervisor 2 (0715)				
1.00	Warehouse Supervisor (0880 - Health Supply)				
(1.00)	Chief Warehouse Worker (0880)				
1.00	Finance Operations Supv (0920 - Financial Management)				
(1.00)	Finance Spec 2 (0920)				
1.00	Administrative Tech (0855 - Services and Support)				
(1.00)	Office Assistant 3 (0855)				
1.00	Administrative Spec 1 (0911 - Data Systems)				
(1.00)	Administrative Tech (0911)				
SALARY SAVINGS TRANSFER					
(0.21)	Human Services Manager (0750 - Field)	(10173)	(2701)		(12874)
(0.12)	Human Svcs Specialist (0715 - Westside Clinic)	(4472)	(1154)		(5626)
(0.33)	TOTAL CHANGE (ANNUALIZED)	(14645)	(3855)		(18500)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (pic)*
Department of Human Services

FROM: *Billy* Odgaard, Director
Health Division

DATE: April 11, 1990

SUBJECT: Recommendation to Approve a Modification to the
Health Division Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification DHS^{#48}. This budget modification makes several housekeeping changes to the Health Division budget.

ANALYSIS: This budget modification includes several reclassifications. The budget modification form details the changes in positions by work unit and classification. All of the classification changes will also effect people already in the position except one:

- the change in Health Systems from a Finance Operations Supervisor to Finance Specialist 2 will involve a selection process as the change is necessitated not by a gradual change in the incumbent's duties but by the assignment to the position of supervisory responsibility of a newly created billing unit;

All of the reclassifications have been budgeted at their new levels in the Proposed budget for 1991 except the Operations Supervisor 2 to Operations Supervisor 1 change. This change will be made with a Technical Amendment, along with any other changes occurring between now and the middle of June.

Misc. Personnel Changes

Page 2

The budget modification also transfers salary savings to Capital to cover the remodeling costs of the three new School Based Clinics added this year. Due to the physical condition of the three sites construction costs have exceeded Facility Management's original estimate by approximately \$18,500.

BACKGROUND: In an organization the size of the Health Division changes in position classifications occur on a fairly routine basis. The changes detailed on this budget modification in effect makes the Division current with the changes that have occurred through the middle of March.

BUDGET MODIFICATION NO. DHS #49

(For Clerk's Use) Meeting Date: APR 26 1990
Agenda No.: R-13

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

DEPARTMENT Human Services DIVISION Health
CONTACT Scott Clement/Tom Fronk TELEPHONE ext. 3674

NAME OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Budget Modification DHS #49 requests Board approval to enter into a testing agreement with Epitepe Corp. to assist in data collection for a new hepatitis test.

(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

Current hepatitis A tests require County staff to draw blood samples and submit these samples to an outside lab for evaluation. This process takes up to two days, is an impediment to client cooperation, and involves some risk to Health Division personnel.

Epitepe Corporation is developing a saliva based hepatitis A test. This test would eliminate the need for blood draws and would produce immediate results. Initial tests with the Washington County Health Department have been positive.

Epitepe needs a larger sample base to conduct field tests before submitting the saliva test to the FDA for approval. Epitepe has approached the Health Division, which sees a large number of hepatitis cases every month, and offered to pay for data collection. The Health Division would be asked to draw an extra blood sample, collect a saliva sample, collect a health history, and pay the client \$25 as an inducement. In return, Epitepe would pay the Health Division \$75 per test. This amount would more than compensate the County for the costs associated with collecting the data.

This budget modification requests:

- * approval to enter into a testing arrangement with Epitepe;
- * an increase in Professional Services, Disease Control Office, of \$1250 to allow for the Division's highest estimate of the amount of payments to clients this fiscal year.

The difference between the amount necessary for client payments and the revenue collected would reduce the Division's General Fund cash transfer requirement at year end. At technical amendment time, with two months of history to project from, the Division would plan to introduce a revenue amendment detailing a plan for this revenue in fiscal 1990-91.

18 APR 1990 06:11
APR 26 1990
APR 26 1990

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

Increase Epitope Corp. revenue by \$1250.
Increase Cash Transfer to the Federal State Fund (Indirect) by \$86.
Increase Service Reimb. revenue to the General Fund by \$86.

4. CONTINGENCY STATUS (To be completed by Finance/Budget.) NONE

Originated by: <i>Tom Honk</i>	Date: <i>4/11/90</i>	Department Director: <i>Duane Zussy (cc)</i>	Date: <i>4/13/90</i>
Finance/Budget: <i>Thomas J Spive</i>	Date: <i>4/16/90</i>	Employee Relations: <i>Susan Daniel</i>	Date: <i>4/13/90</i>
Board Approval: <i>DEBORAH ROGERS</i>	Date: <i>4/26/90</i>		



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 8TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3674

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY • CHAIR OF THE BOARD
PAULINE ANDERSON • DISTRICT 1 COMMISSIONER
GRETCHEN KAFOURY • DISTRICT 2 COMMISSIONER
RICK BAUMAN • DISTRICT 3 COMMISSIONER
POLLY CASTERLINE • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (DC)*
Department of Human Services

FROM: *B. H. Odegaard* Odegaard, Director
Health Division

DATE: April 11, 1990

SUBJECT: Recommendation to Approve a Modification to the
Health Division Budget

RECOMMENDATION: That the Board of County Commissioners consider and approve budget modification DHS #49, allowing the Health Division to enter into a cooperative testing arrangement with the Epitepe Corporation.

ANALYSIS: The development of a saliva based hepatitis A test would greatly benefit the County Health Division, or any agency involved in hepatitis response. Testing would be more efficient, safer, less uncomfortable to the client, and cheaper.

The Epitepe Corporation has developed such a saliva based test. It is willing to pay the Health Division to assist in field testing this product before submission to the FDA for approval. The rate of payment would more than compensate the County for its costs.

BACKGROUND: Currently, hepatitis A testing requires County staff to draw blood samples and submit these samples to an outside lab for evaluation. This process takes up to two days, is an impediment to client cooperation, and involves some risk to Health Division personnel.

Epitope
Page 2

Epitope Corporation has developed a saliva based hepatitis A test. Initial tests with a very small sample group at the Washington County Health Department have been positive.

Epitope has approached the Health Division, which sees a large number of hepatitis cases every month, and offered to pay for data collection. The rate of payment would more than compensate the County for the costs associated with collecting the data.

Participation on the part of the client would be voluntary, and referring physicians would be consulted first. The payment by Epitope would allow a \$25 inducement to be paid to the clients for participation in the study.

Meeting Date APR 26 1990
Agenda No. R-14

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratify SDSA Geriatric Mental Health Grant

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services/Aging Services

CONTACT Kathy Tinkle/Marie Eighmey

TELEPHONE x6858/x6808

*NAME(s) OF PERSON MAKING PRESENTATION TO BOARD _____

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

This intergovernmental agreement between State Senior & Disabled Services Division and Aging Services Division, and its accompanying budget modification provide a total \$33,333 State General Revenue funds, \$8,328 for FY89-90 and the remainder of \$25,005 for FY90-91. This new grant provides funding for the development and implementation of Geriatric Mental Health specialists and services. The services will be provided through an interdivisional agreement between Aging Services Division and Social Services Division, by which ASD passes the revenue to SSD for subsequent contracting.

w/ Bud Mod #51
ACTION REQUESTED: 4/27/90 Originals to Marie Eighmey
(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other _____

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Messy (w)

BUDGET / PERSONNEL Thomas J. Sp...

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) John L. D. B...

OTHER _____
(Purchasing, Facilities Management, etc.)

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

1990 APR 17 PM 4:37
COUNTY COMMISSIONER
MULTI-COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director *Duane Zussy (DC)*
Department of Human Services

FROM: Jim McConnell, Director, Aging Services Division *JMcC by me*
Gary Smith, Director, Social Services Division

DATE: April 16, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN STATE SENIOR AND
DISABLED SERVICES DIVISION AND AGING SERVICES DIVISION FOR THE
AWARD OF STATE MENTAL HEALTH PROJECT FUNDS FOR ELDERLY SERVICES.

RETROACTIVE: The county has received an award of \$33,333 from the Senior and Disabled Services Division's Senior Mental Health Project funds for the period beginning March 1, 1990 to June 30, 1991. Processing of this agreement has been delayed due to late receipt of the Intergovernmental Agreement from Senior and Disabled Services Division (3-23-90).

RECOMMENDATION: The Aging Services Division recommends approval by the Board of County Commissioners of the attached Intergovernmental Agreement between State Senior and Disabled Services Division (SDSD) and Multnomah County Aging Services Division. This agreement provides the sum of \$33,333 for the period of March 1, 1990 through June 30, 1991.

ANALYSIS: Multnomah County was one of six recipients awarded SDSD Mental Health Project funds. The purpose of the project is to develop and implement geriatric mental health specialists and services in conjunction with Social Services Division and four mental health subcontract agencies. Through an Interdivisional agreement Aging Services Division will pass through the entire \$33,333 to Social Services Division for services to be provided by Community Mental Health Agencies via subcontracts with Social Services Division.

BACKGROUND: The 1989/91 legislative session provided State General Revenue funds for the provision of Mental Health Services to the elderly. \$33,333 of these funds were awarded to Multnomah County. These funds are being added to the adopted Aging Services Division budget in DHS Bud Mod #DHS 51 which is being processed concurrently with this agreement.

igasdsd/4/90



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103280
Amendment # -

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">RATIFIED <i>Revenue</i> Multnomah County Board of Commissioners</p> <p style="text-align: center;">R-14 April 26, 1990</p>
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Contact Person Marie Eighmey (Rosanne Costanzo) Phone 248-3646 Date April 16, 1990
 Department Human Services Division Aging Services Bldg/Room 161/3rd/ASD

Description of Contract This agreement between State SDSD and ASD provides \$33,333 in State General Revenue funds for the development and implementation of Geriatric Mental Health Specialists and services. Services will be provided through an Interdivisional Agreement between ASD and Social Services Division via subcontracts with SDSD subcontract agencies.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name State of Oregon
 Mailing Address Senior Disabled Services Division
313 Public Service Building, Salem OR 97310
 Phone 378-3751
 Employer ID # or SS # _____
 Effective Date March 1, 1990
 Termination Date June 30, 1991
 Original Contract Amount \$ 33,333
 Amount of Amendment \$ -
 Total Amount of Agreement \$ 33,333

Process with Bud Mod DHS #51

Payment Term

Lump Sum \$ _____

Monthly \$ Upon submission of billing

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *Duove Trassy (M)*
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel *4 DuBa*
 County Chair/Sheriff *Statup McLean*

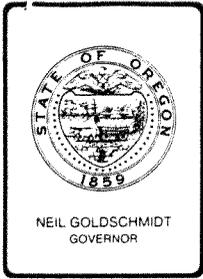
Date 4/16/90
 Date _____
 Date 4/17/90
 Date 4/26/90

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION REV CODE	AMOUNT	INC/DEC IND	
01.	156	010	1305						SDSD MH Grant	\$33,333		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

ORIGINAL



Department of Human Resources

SDS Contract #00125

SENIOR AND DISABLED SERVICES DIVISION

313 PUBLIC SERVICE BUILDING, SALEM, OREGON 97310 PHONE 503-378-4728 (Voice/TDD)

1-800-232-3020

INTERAGENCY AGREEMENT

SDS 1373 (Rev. 10/89)

This Agreement is made and entered into by and between the Senior and Disabled Services Division, hereafter referred to as Division, and Multnomah County, Aging Services Division, hereafter referred to as AAA.

1. Purpose

This agreement authorizes Division to use the professional expertise of the AAA and its subcontractor(s) to implement provisions of Senate Bill 5559, a geriatric mental health project directed at early intervention programs for at risk older persons. Funding for this project was authorized by the 1989 Legislature.

2. Objectives

Subject to the provisions of this agreement, AAA will accomplish the following work:

- a. Develop mental health programs and provide direct client services described in the AAA proposal entitled "Senior Mental Health Project" as shown on Exhibit "A", dated December, 1989, and by this reference made a part hereof;
- b. Coordinate with Division in establishing standardized base data collection methods and recording techniques to facilitate project evaluation;
- c. Cooperate and work with Division in developing evaluation criteria for use in measuring the effectiveness of the project upon completion;
- d. Results of this project should provide Division, AAA, Mental Health agencies and advocates with useful guidance and approaches for developing long term programs and services for the project target population and best utilization of state, local and private resources to meet the potential needs of Oregon's at risk senior citizens.



- e. AAA will collect data including cases served, client demographics, service elements provided, and a summary of client outcomes. AAA will report this data to Division within fifteen (15) days after the end of each calendar quarter beginning with the quarter ending June 30, 1990 through the quarter ending June 30, 1991.

3. Designation of Liaison

Division and AAA intend to administer this agreement through the following designated liaisons:

- a. The liaison for Division is Assistant Administrator, Program Assistance Section.
- b. The liaison for AAA is Director, Multnomah County, Aging Services Division.

4. Responsibilities of Each Party

Division assumes the following responsibilities under this agreement:

- a. Provide staff support in working jointly with the AAA on data collection standards and evaluation criteria as indicated in the objectives stated above.
- b. Make payments to the AAA upon presentation of a monthly billing and subject to requisite progress reports. Division agrees to pay AAA not to exceed the sum of \$33,333 for accomplishment of the work objectives. Expenses are authorized from March 1, 1990.
- c. Formulate a statewide evaluation report from data submitted by the AAA and other sites participating in the overall project.

AAA assumes the following responsibilities under this agreement:

- a. Implement and accomplish the work objectives stated above; except that under this agreement the AAA is approved to subcontract work elements to those organizations and agencies shown in Exhibit "A" entitled Senior Mental Health Project. AAA shall not enter into any other subcontracts under this agreement without first obtaining the prior written approval from the Division. AAA will provide Division's Contracts and Provider Relations Unit with copies of approved subcontracts.
- b. Collaborate with Division on development of data collection systems and criterion for project evaluation. Collect data according to agreed upon standards and provide final evaluation reports using approved evaluation criteria.

- c. Submit reports to Division in accordance with the schedule in 2.e. above.
- d. AAA is responsible for monitoring the performance of their approved subcontract(s) according to the purpose and objectives of this agreement. If agreements with subcontractor(s) are terminated by the AAA or by the subcontractor(s), Division will be notified within 5 days with an explanation of how the AAA intends to complete the project.
- e. Travel and per diem expenses are included in the amount of consideration as stated on Exhibit "A".

5. Confidentiality

Division, AAA, and any subcontractor(s) are required to maintain confidentiality of information and records for participants in the Senior Mental Health Project in accordance with state and federal laws and regulations.

6. Legal Authority

The general authorities for entering into this cooperative agreement may be found in ORS Chapters 190, and 411.

7. Amendments

This agreement may be amended by either party with concurrence of the other. Amendments must be in writing and signed by both Division and AAA.

8. Term of Agreement

- a. This agreement covers the period from March 1, 1990 through June 30, 1991.
- b. Either party may terminate this agreement upon delivery of a written notice 30 days in advance of the termination effective date.

9. Approval

SENIOR AND DISABLED SERVICES DIVISION

By _____
Administrator/Delegate Date

Reviewed by Contracts Manager Date

MULTNOMAH COUNTY, OREGON

By *Dou Weston* 4-13-90
Aging Services Division Date
Program Manager

By *Jim McConnell* 4-13-90
Aging Services Division Date
Director

By *Gladys McCoy* 4/26/90
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *John T. D. Boy* 4/17/90
Date

RATIFIED
Multnomah County Board
of Commissioners
April 26, 1990

SDSD Cost Center:
00125/gs/
03-22-90

BUDGET MODIFICATION NO. DHS #51

(For Clerk's Use) Meeting Date APR 26 1990
Agenda No. R-5

REQUEST FOR PLACEMENT ON THE AGENDA FOR _____ (Date)
DEPARTMENT Human Services DIVISION Social Services/Aging Services
CONTACT Kathy Tinkle/Marie Eighmey TELEPHONE x6858/x6808
*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD _____

SUGGESTED
AGENDA TITLE (to assist in preparing a description for the printed agenda)
This Budget Modification # DHS 51 adds \$8,328 of a new mental health grant from the State Senior And Disabled Services Division to Social Services Division.

(Estimated Time Needed on the Agenda)

DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase? What do the changes accomplish? Where does the money come from? What budget is reduced? Attach additional information if you need more space.)
 PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This budget modification supports an intergovernmental agreement between State Senior And Disabled Services Division and Aging Services Division for receipt of a mental health grant to be passed through to Social Services Division subcontractors. The grant dollars, a total of \$33,333 for the period of March 1, 1990 through June 30, 1991, are provided to develop and implement a geriatric mental health specialist within the community mental health system. A separate agreement between Aging Services Division and Social Services Division will support the services contracted under this grant.

Of the total \$33,333, \$8,328 will be subcontracted by Social Services in FY89-90, the remaining \$25,005 in FY90-91. Aging Services Division will receive the grant dollars from the State; deposit the revenue for Social Services Division use.

1990 APR 17 4:31 PM
CLERK OF COUNTY CLERK
MULTICOUNTY
OREGON

3. REVENUE IMPACT (Explain revenues being changed and the reason for the change)
FY89-90: +\$8,328 to Social Services Division.
FY90-91: +\$25,005 to Social Services Division. (to be handled at Tech Amendment Time).
+\$33,333

These Mental Health grant dollars are for services only. Therefore, Indirect Cost is provided by an increase in County General Fund transfer to Fed/State by \$58.

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

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

Originated By <u>Ann McCreesh</u> Finance/Budget	Date <u>4-13-90</u>	Department Director <u>Diane Zussy</u> Employee Relations	Date <u>4/16/90</u>
Board Approval <u>RECORDED & INDEXED</u>		Date <u>APRIL 26, 1990</u>	

EXPENDITURE
TRANSACTION EB []

G4 [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund Agency	Organi- zation	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1305	MD94	6060			8,328		Inc Pass Through
		156	010	1305	MD94	7100			58		Inc Indirect Cost
										8,386	Total, ORG 1305, Soc. Svc
		100	010	0105		7608			58		Cash Transfer To F/S
		100	045	9120		7700			(58)		G/F Contingency
										8,444	
TOTAL EXPENDITURE CHANGE										8,386	TOTAL EXPENDITURE CHANGE

REVENUE
TRANSACTION RB []

G4 [] TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund Agency	Organi- zation	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Sub- Total	Description
		156	010	1305		New			8,328		SDSD Geriatric MH
		156	010	1305		7601			58		Cash Transfer From CG/F
		100	045	7410		6602			58		Service Reimb
										8,444	
TOTAL REVENUE CHANGE										8,386	TOTAL REVENUE CHANGE



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
ADMINISTRATIVE OFFICES
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy, Director
Department of Human Services

FROM: Jim McConnell, Director, Aging Services Division *JmC by me*
Gary Smith, Director, Social Services Division

DATE: April 16, 1990

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN STATE SENIOR AND
DISABLED SERVICES DIVISION AND AGING SERVICES DIVISION FOR THE
AWARD OF STATE MENTAL HEALTH PROJECT FUNDS FOR ELDERLY SERVICES.

REQUESTING BUD MOD APPROVAL BY BOARD OF COUNTY COMMISSIONERS

RETROACTIVE: The county has received an award of \$33,333 from the Senior and Disabled Services Division's Senior Mental Health Project funds for the period beginning March 1, 1990 to June 30, 1991. Processing of this agreement has been delayed due to late receipt of the Intergovernmental Agreement from Senior and Disabled Services Division (3-23-90).

RECOMMENDATION: The Aging Services Division recommends approval by the Board of County Commissioners of the attached Intergovernmental Agreement between State Senior and Disabled Services Division (SDSD) and Multnomah County Aging Services Division. This agreement provides the sum of \$33,333 for the period of March 1, 1990 through June 30, 1991.

ANALYSIS: Multnomah County was one of six recipients awarded SDSD Mental Health Project funds. The purpose of the project is to develop and implement geriatric mental health specialists and services in conjunction with Social Services Division and four mental health subcontract agencies. Through an Interdivisional agreement Aging Services Division will pass through the entire \$33,333 to Social Services Division for services to be provided by Community Mental Health Agencies via subcontracts with Social Services Division.

BACKGROUND: The 1989/91 legislative session provided State General Revenue funds for the provision of Mental Health Services to the elderly. \$33,333 of these funds were awarded to Multnomah County. These funds are being added to the adopted Aging Services Division budget in DHS Bud Mod # 51 which is being processed concurrently with this agreement.

igasdsd/4/90

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 26 1990
Agenda No. R-160

REQUEST FOR PLACEMENT ON THE AGENDA

Subject: Ratification of IGA

Informal Only* _____
(Date)

Formal Only _____
(Date)

DEPARTMENT Human Services

DIVISION Social Services

CONTACT Susan Clark

TELEPHONE 248-3691

*NAME(S) OF PERSON MAKING PRESENTATION TO BOARD Duane Zussy

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

Ratification of amendment #3 between Developmental Disabilities Program and Portland Public Schools. The amendment provides continual early intervention services to ten children.

(IF ADDITIONAL SPACE IS NEEDED, PLEASE USE REVERSE SIDE)

ACTION REQUESTED:

- INFORMATION ONLY
- PRELIMINARY APPROVAL
- POLICY DIRECTION
- RATIFICATION

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA _____

IMPACT:

PERSONNEL

FISCAL/BUDGETARY Irg 1240 increases \$6,000.

-General Fund

Other State

COUNTY COMMISSIONER
 1990 APR 17 PM 4:37
 MULTNOMAH COUNTY
 OREGON

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: Duane Zussy

BUDGET / PERSONNEL _____

COUNTY COUNSEL (Ordinances, Resolutions, Agreements, Contracts) [Signature]

OTHER _____

(Purchasing, Facilities Management, etc.)

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



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Duane Zussy *Duane Zussy*
Director, Department of Human Services

FROM: Gary Smith *GWS*
Director, Social Services

DATE: April 4, 1990

SUBJECT: Recommendation to Approve Portland Public Schools Amendment #3.

RETROACTIVE STATUS: Amendment #3 is retroactive because additional services were contracted back to March 21, 1990 for ten new children. The new slot rate negotiations were lengthy. During negotiations the services were being provided to the new children, hence the retroactivity.

RECOMMENDATION: Social Services Division recommends County Chair approval of amendment #3 between the DD Program Office and Portland Public Schools for the period April 1, 1990 through June 30, 1990.

BACKGROUND/ANALYSIS: Early Intervention (DD55) is increased \$6,000.00 to provide additional services for children. This increase is a result of the addition of ten new early intervention slots for the remaining three months of this fiscal year. These slots will be paid at a special rate of \$200 per slot instead of \$250 per slot. The new service element and contract total is \$757,400.

[PPS3]



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

DHS 100-3

MULTNOMAH COUNTY OREGON

Contract # 101000

Amendment # 3

<p align="center">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p align="center">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (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 align="center">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p align="center">RATIFIED</p> <p align="center">Multnomah County Board of Commissioners</p> <p align="center">R-16 April 26, 1990</p>
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Contact Person Susan Clark Phone 248-3691 Date 3/26/90

Department Human Services Division Social Services Bldg/Room 160/6

Description of Contract Early Intervention (DD55) increases \$6,000 by ten new slots.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Public Schools
 Mailing Address 531 SE 14th
Portland, OR 97214
 Phone 280-5840
 Employer ID # or SS # 93-6000830
 Effective Date April 1, 1990
 Termination Date June 30, 1990
 Original Contract Amount \$ ~~751,400.00~~ 568,360
 Amount of Amendment \$ 6,000.00
 Total Amount of Agreement \$ 757,400.00

LATEST TOTAL: 751,400

Payment Term

- Lump Sum \$ _____
- Monthly \$ Allotment
- 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]

Date 4/6/90

Date _____

Date 4.10.90

Date 4/26/90

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	010	1240		DD55	6060		1255		6,000.00		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

MULTNOMAH COUNTY SOCIAL SERVICES DIVISION
CONTRACT AMENDMENT NUMBER 3

DURATION FROM: 04/01/90 TO: 06/30/90
CONTRACTOR NAME: PORTLAND PUBLIC SCHOOLS TELEPHONE: 280-5840
CONTRACTOR ADDRESS: 531 S.E. 14TH IRS NO.: 93-6000830
PORTLAND OR 97214

This AMENDMENT to the Contract for Social Services is made between:

The Multnomah County Social Services Division, referred to as the COUNTY, and
PORTLAND PUBLIC SCHOOLS, referred to as the CONTRACTOR.

It is understood by the parties that all conditions and agreements in the original
Contract not superseded by this AMENDMENT are still in force and apply to this
AMENDMENT.

PART I - Financial Summary

DATE: 03/22/90

Service Element	Funding Source	Original Amount	Increase (Decrease)	Revised Amount	Payment Basis
1.) DD55 EI - SMHD Early Intervention		\$751,400.00	\$6,000.00	\$757,400.00	Monthly Allotment per Contracted Slots
TOTALS:		\$751,400.00	\$6,000.00	\$757,400.00	

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

MULTNOMAH COUNTY DD PROGRAM RATE CHART

=====

This Chart details the following items for a Fiscal Year:

Per person avg. service rates Total Contract Payable Amount
 Monthly Total payable as allotment Previous Contract Payable Amount
 Contract capacity for each month Contract Change Amount

The CPMS CASE NUMBER adjacent to a rate identifies either a Community Integration Project (CIP) Client, or a Special Rate (SPEC) Client, for whom an individually negotiated rate has been established.

The intersection of the Rate/Capacity Letter column and the Month row details the number of people for whom capacity has been contracted beginning that month.

	03/22/90	SERVICE RATE	CPMS CASE NO	Service Designation:DD55
RATES and CONTRACTED CAPACITY FY90	RATE A	187.20		Service Designation:
	RATE B	62.40		
	RATE C	250.00		PORTLAND PUBLIC SCHOOLS
	RATE D	384.80		
	RATE E	484.80	INCL \$100 PPS	EARLY INTERVENTION
	RATE F	200.00		
	RATE G			Revised
	RATE H			
	RATE I			FY90
	RATE J			Amendment # 3

PROV NUM	ADJ NO.	CUR NO.	AVG RATE	MONTHLY TOTAL	MONTH	--RATES/CAPACITY--										
						A	B	C	D	E	F	G	H	I	J	
PPS	0	0	0.00	0.00	07/01											
	0	0	0.00	0.00	08/01											
	225	225	316.18	71,140.00	09/01	50	25		125	25						
	0	225	316.18	71,140.00	10/01											
	20	245	310.78	76,140.00	11/01			20								
	0	245	310.78	76,140.00	12/01											
	0	245	310.78	76,140.00	01/01											
	0	245	310.78	76,140.00	02/01											
	0	245	310.78	76,140.00	03/01											
	10	255	306.43	78,140.00	04/01						10					
	0	255	306.43	78,140.00	05/01											
	0	255	306.43	78,140.00	06/01											
====			=====			===	===	===	===	===	===	===	===	===	===	
TOTAL	255			757,400.00		50	25	20	125	25	10	0	0	0	0	

PREVIOUS AMOUNT 751,400.00 COMMENT:Add 10 slots at rate F 4/1/90

CHANGE AMOUNT 6,000.00

Multnomah County Social Services Division
Contract AMENDMENT Number 3

CONTRACTOR:
PORTLAND PUBLIC SCHOOLS

DATE: 03/22/90

Part II - Notes and Special Conditions

Notes:

-
- 1.) DD55 EI Early Intervention funding is increased to add 10 slots @ 200.00/mo effective 4/1/90 for services for newly identified children.

Special Conditions:

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

- 1.) DD55 EI - 9.1-9.2.2. and 9.2.5.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION

9.1 STATE MENTAL HEALTH DIVISION REQUIREMENTS

9.1.1 SERVICE DESCRIPTION

Early Intervention programs are for mentally retarded or other developmentally disabled children age 0-6 with substantial handicaps. Eligible children can be served by an array of early intervention services, including parent training, classroom programs, ancillary services, supportive services to programs for non-handicapped preschool aged children in which a DD child is enrolled, or any appropriate combinations. The services provided are designed to meet the individual needs of these children and their families, and develop the specialized skills necessary to facilitate the child's development in cognitive, motor, communication, self-help and socialization areas.

This service is regulated by: OAR 309-41-200 through 225.

9.1.2 PERFORMANCE REQUIREMENTS

100% of the children shall be eligible for DD services as defined in OAR 309-41-205 and be below applicable school age in the child's resident school district.

SPECIAL REPORTING REQUIREMENTS "Oregon Preschool Assessment System" (OPAS) as required in rules cited above.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION (Continued)

9.2 MULTNOMAH COUNTY REQUIREMENTS

9.2.1 EARLY INTERVENTION SERVICES

It is the express intent of the county Social Services Division that all children receive Early Intervention Services as soon as possible after identification. Therefore, CONTRACTOR delivers services to all children identified and referred by County Early Intervention Coordinator, including children for whom eligibility is undetermined at point of referral. Children identified and referred for service from another source must be referred to the County Early Intervention Coordinator within 30 days of the beginning of services. A New Client Enrollment form must be submitted within 30 days of the beginning of service to the Early Intervention Coordinator.

9.2.1.1 ENROLLMENT AND TERMINATIONS

A child will be considered enrolled on the day service begins. If a client is found ineligible by the County Early Intervention Interdisciplinary Team, they will be considered enrolled only until the end of the month in which ineligibility is determined.

Terminations shall occur when no weekly contact has occurred for more than a 31 day period, except in cases of serious illness when the period may be extended at the discretion of the subcontractor.

9.2.1.2 AGE OF ELIGIBILITY

"Age of eligibility" for Early Intervention Services is based on the child's age on the date established in Oregon law for determining school age for the current year. Children under the age of five are eligible for the program. Children between the ages of five and six are eligible only if their resident school district does not provide public education beginning at age five. In Multnomah County all districts provide public education at age five except Bonneville.

Early Intervention Preschool Services are available for children who turn three years of age on or before September 1 of the current school year. Variances may be available for children of developmentally disabled parents.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.3 PAYMENT PROCEDURES

Payment to CONTRACTORS will be based on a rate for each slot contracted. A slot is considered Early Intervention Services for one enrolled child (SEE OAR 309-41-200 through OAR 309-41-255).

In addition to regular fiscal reporting requirements (see below), payment is contingent upon the submission of enrollment roster data (to include enrollments and terminations using County Tracking System) to the county Early Intervention Coordinator by the 25th day of each month for the current month's enrollment. COUNTY will return monthly enrollment rosters to CONTRACTOR by the 10th of the following month.

Monthly enrollment roster data will be used to calculate utilization.

As per the 9/87 SSD Financial Procedures Manual, CONTRACTOR shall submit estimated cost data in the form of an annual budget within 30 days after receipt of executed contract. Thereafter, monthly expenditure reports will be submitted to the COUNTY by the 20th of the month following incurred expenditure and quarterly year-to-date budget comparisons will be submitted by the 20th of the month following each calendar quarter. Should costs fall below 95% of contracted amount for more than three months, the COUNTY reserves the right to readjust the rates. NO readjustment shall occur without a meeting between CONTRACTOR and COUNTY prior to such action.

9.2.1.4 UTILIZATION

Utilization of slot capacity will be calculated by the number of enrolled clients in the month compared to the number of slots contracted for in each service element with each CONTRACTOR in any given month.

Should utilization fall below ninety-five percent of the contracted amount of service for more than ninety days, the COUNTY reserves the right to renegotiate the contract. Utilization will be reviewed on a Quarterly basis. The first review will be based on data compiled from July, August, September, 1989 for 12-month contracts and September, October, November and December, 1989 for 10-month contracts.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION(Continued)

9.2.1.5 REPORTING REQUIREMENTS

CONTRACTORS will submit monthly enrollment roster data to County Early Intervention Coordinator. IPP's, updated evaluations and Notification of IPP, Transition and placement meetings to County Children's Case Management Supervisor.

9.2.1.5.1 CPMS TERMINATIONS

CPMS terminations must be sent to the County Early Intervention Coordinator, who will forward them to the SMHD.

9.2.1.6 LOCATION OF SITES

All contracted preschool sites will be located in Multnomah County unless prior authorized. For any sites authorized outside of the county boundaries, the CONTRACTOR will inform the parents of the children served, in writing, that transportation to the program is the parents responsibility unless the parent, service provider, county DD program, and resident school district agree that the local approved programs cannot meet the eligible child's needs in accordance with OAR 309-41-240.

9.2.2 CONTRACTOR IDENTIFICATION

CONTRACTOR shall furnish to the COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR'S social security number, as COUNTY deems applicable.

MULTNOMAH COUNTY
SOCIAL SERVICES DIVISION
DEVELOPMENTAL DISABILITIES PROGRAM
FISCAL YEAR 1989-90 CONTRACT CONDITIONS

9 DD 55 - EARLY INTERVENTION (Continued)

9.2.5 TRANSITION CLASSROOM SERVICES

Transition classroom services will be provided for children who reach the age of three years after September 1 but not after April 1 of the current school year.

It is the purpose of the classroom to offer an educational experience in a group setting to enable the child to adjust to the structure of such a setting and prepare for the next environment. It is also the purpose of the classroom to offer a well-coordinated interagency transition experience into the next environment of full-time preschool. Related Services shall be available on a consult basis provided by or arranged for by Transition Classroom staff.

Coordination of transition into full-time preschool will be the responsibility of the classroom teacher in cooperation with Multnomah County children's case managers.

CONTRACTOR: PORTLAND PUBLIC SCHOOLS
Amendment #3

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON

By _____
Agency Executive Director Date

By Tom Minahan 3-23-90
Program Manager Date

By _____
Agency Board Chairperson Date

By Dary W. Smith 3/29/90
Social Services Division Director Date

By Gladys McCoy 4/26/90
Gladys McCoy Multnomah County Chair Date

RATIFIED
Multnomah County Board
of Commissioners
April 26, 1990

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By [Signature] 4-10-90
Date

#1

Date 4/26/90

NAME PATRICK DONALDSON

ADDRESS 221 N.W. 2nd

Street

City

97209

Zip

" I wish to speak on Agenda Item # Budget
Subject _____

_____ FOR

_____ AGAINST

PLEASE WRITE LEGIBLY!

#2.

Date 4-26-90

NAME

TODD TAYLOR

ADDRESS

0234^{CMSI} SW Bancroft

Street

PORTLAND

City

97201

Zip

I wish to speak on Agenda Item #

Subject

BUDGET

X

FOR

AGAINST

~~#4~~ #3.

Date 4/26/90

NAME

Bill McCormick

ADDRESS

770 SW WASHINGTON

Street

PORTLAND

City

97205

Zip

I wish to speak on Agenda Item #

BUDGET

Subject _____

_____ FOR

_____ AGAINST

PLEASE WRITE LEGIBLY!

#3#4

Date 4/26/90

NAME MARTIN KEHOE

ADDRESS 834 SW ST. CLAIR

Street

PDX

97205

City

Zip

I wish to speak on Agenda Item # BUDGET
Subject _____

FOR

AGAINST

#5

Date 4/26/90

NAME

ANGIE ENRIQUEZ

ADDRESS

7225 N. JORDAN

Street

PORTLAND

City

97203

Zip

I wish to speak on Agenda Item #
Subject

ADDED BEDS IN
RESTITUTION CENTER

FOR

AGAINST

PLEASE WRITE LEGIBLY!

6

NAME

Robert Kouns

Date

4/26

ADDRESS

6908 SW 37

Street

Portland, OR 97219

City

Zip

" I wish to speak on Agenda Item #
Subject

Budget

FOR

AGAINST

PLEASE WRITE LEGIBLY!

#7

Date 4/26

NAME

Marie Brown

ADDRESS

3323 SE 71st

Portland
Street
City

97206
Zip

I wish to speak on Agenda Item #

Subject

Budget

____ FOR

____ AGAINST

8

Date 4/26/90

NAME

Dee Dee Kouns

ADDRESS

6908 S.W. 37th Ave

Street

Portland

City

Oregon

97219

Zip

I wish to speak on Agenda Item #
Subject

Budget

____ FOR

____ AGAINST

PLEASE WRITE LEGIBLY!

#9

Date 4/26/90

NAME Judge Jones

ADDRESS Court house

Street

City

Zip

Work Release

I wish to speak on Agenda Item # _____

Subject _____

_____ FOR

_____ AGAINST

PLEASE WRITE LEGIBLY!

#10

Date 4/26/88

NAME

Babbi L. Gary

ADDRESS

2642 S.E. Tibbets

Street

Port

OR

97202

City

Zip

I wish to speak on Agenda Item #

Budget

Subject

 FOR

 AGAINST

PLEASE WRITE LEGIBLY!

#11

Date 4/26/90

NAME

Bill Wood

ADDRESS

Justice Center

Street

City

Zip

I wish to speak on Agenda Item #

McLoy
Proposal

Subject

 FOR

 AGAINST

#13 12

Date 4/26

NAME

CARY WALKER

ADDRESS

12240 N.E. Glan

Street

Port Ore
City

Zip

I wish to speak on Agenda Item # _____
Subject _____

McCoy
Proposal

FOR

AGAINST

PLEASE WRITE LEGIBLY!

#12 #13

Date 4/26

NAME

Bob Skipper

ADDRESS

1100 SW-3rd

Street

Port Or

City

Zip

I wish to speak on Agenda Item # _____
Subject _____

McCoy
proposal

FOR

AGAINST

PLEASE WRITE LEGIBLY!

1079 - today

1068 - 1988

14 ?

Date 4/26/90

NAME

John Hegry

ADDRESS

Multnomah County Citizen Inv. Comm.

Street

City

Zip

I wish to speak on Agenda Item #

Budget discussion

Subject

Public Process

FOR

AGAINST

PLEASE WRITE LEGIBLY!

RESOLUTION
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Accepting the Executive Budget as Amended, and Preparing the Approved Multnomah County Budget for Submittal to the Tax Supervising and Conservation Commission)
) RESOLUTION
) 90-65
)

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS Ch. 294 to consider approval of the Multnomah County Executive Budget, as amended, for the fiscal year July 1, 1990 to June 30, 1991; and

WHEREAS, on April 3, 1990 the Board of County Commissioners, sitting as the Budget Committee, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

WHEREAS, hearings were held in Room 602 of the Multnomah County Courthouse in compliance with ORS. Ch. 294, as follows:

April 4, 1990	Justice Programs
April 5, 1990	Human Programs
April 9, 1990	General Government Programs
April 11, 1990	Environmental Programs
April 12, 1990	Support Programs
April 26, 1990	Review of budget changes and approval of the budget.

In the Matter of Accepting
the Executive Budget 1990-91
Page 2 of 2

THEREFORE BE IT RESOLVED, that the Executive Budget is approved and amended in accordance with the attached amendment documents and the Division of Planning and Budget shall prepare the approved Multnomah County Budget and forward it to the Tax Supervising and Conservation Commission.



Adopted this 26th day of April, 1990

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, Chair

REVIEWED:

Laurence Kressel
Laurence Kressel, County Counsel
of Multnomah County, Oregon

Revised April 25, 1990

HOW THE 1986 AND 1987 BIT INCREASES WERE SPENT

	1986-7 Budget	1987-8 Budget	1988-9 Budget	1989-90 Budget	1990-91 Proposed Budget	Multiyear Totals
PROGRAMS FUNDED WITH .35% INCREASE						
Courthouse Jail	914,424	819,424	854,179	1,114,959	1,417,677	5,120,663
"Failure to Thrive"	22,425	33,758	37,070	38,920	39,000 *	171,173
Teen Health Centers (2)	134,823	230,120	236,403	380,402	300,979	1,282,727
Teen Health Centers (3)				225,062	406,984	632,046
Teen Health Centers (2)					219,979	219,979
Post Natal Followup	22,823	34,248	34,750	36,495	37,000 *	165,316
Family Abuse Support	152,712					152,712
Family/victim support		270,568	265,870	275,928	306,740	1,119,106
Children's assistance package				172,000	221,390 *	393,390
Teen Parent support		200,000	201,530	205,566	223,840	830,936
Teen Parents Health Services	100,000					100,000
Pregnant and New Mother Drug Detox	15,000	30,000	7,500	0		52,500
Subtotal	115,000	230,000	209,030	205,566	223,840	983,436
Pre-Schooler Day Treatment	80,000	160,000	160,000	164,800	202,800	767,600
Challenge Grants	50,000	103,334	100,000	100,000	67,500	420,834
Child Abuse Evaluation	127,000	75,000	75,000	77,250	77,250	431,500
Shelter for Street Youth	100,000	64,000	76,800	79,104	91,464	411,368
East County Youth Service Center	54,081	97,079	100,081	105,349	58,804	415,394
Youth Service Center Subsidy			1,133,000	1,400,000	1,685,000	4,218,000
SUBTOTAL .35% INCREASE	1,773,288	2,117,531	3,282,183	4,375,835	5,356,407	16,905,244
.35% REVENUES	1,635,000	2,893,000	3,550,000	3,630,000	4,129,760	15,837,760

*Dollars approximate pending final cost estimate by department staff

Revised April 25, 1990

HOW THE 1986 AND 1987 BIT INCREASES WERE SPENT

	1986-7 Budget	1987-8 Budget	1988-9 Budget	1989-90 Budget	1990-91 Proposed Budget	Multiyear Totals
PROGRAMS FUNDED WITH .51% INCREASE						
50 inmates over MCDC design						
Corrections			363,116	0		363,116
Corrections Health			27,582	0		27,582
"Ongoing Support"			187,554	190,860	209,900	588,314
Subtotal		1,756,935	578,252	190,860	209,900	2,735,947
Intensive Supervision						
Intensive Supervision		50,883	56,368	34,020	41,632	182,903
Close Street Supervision		99,308	101,970	107,069	109,650	417,997
Pretrial Releases						
Monitoring unit		329,139	275,155	246,999	272,705	1,123,998
Rental space (Fac Mgmt)			26,000	26,000	24,500	76,500
Subtotal		329,139	301,155	272,999	297,205	1,200,498
Electronic Supervision						
Electronic Supervision		89,649	84,693	0	0	174,342
Recog-Intake and Case Management						
Recog-Intake and Case Management		58,000				58,000
Matrix (Sheriff)		196,064	218,072	234,902	252,220	901,258
Recog/Intake (CCA)		204,907	208,121	275,924	327,728	1,016,680
Subtotal		458,971	426,193	510,826	579,948	1,975,938
6 Corrections Mgmt positions						
6 Corrections Mgmt positions			274,639	296,610	354,238	925,487
C. O. Overtime			498,000	537,840	570,110	1,605,950
Women's Transition			200,000	251,034	304,611	755,645
SUBTOTAL .51% INCREASE						
.51% REVENUE						
		2,784,885	2,521,270	2,201,258	2,467,294	9,974,707
		2,766,000	4,932,000	5,293,750	6,017,650	19,009,400

*Dollars approximate pending final cost estimate by department staff

Revised April 25, 1990

HOW THE 1986 AND 1987 BIT INCREASES WERE SPENT

	1986-7 Budget	1987-8 Budget	1988-9 Budget	1989-90 Budget	1990-91 Proposed Budget	Multiyear Totals
OTHER USES						
Corrections Officer Wage Increase			1,140,928	1,197,974	1,269,852	3,608,754
Offset to Actual Revenue Shortfall			925,139			925,139
Contingency reserved for programs				1,134,299		1,134,299
SUBTOTAL OTHER USES		0	2,066,067	2,332,273	1,269,852	5,668,192
TOTAL BIT ADDITIONAL PROGRAMS	1,773,288	4,902,416	7,869,520	8,909,366	9,093,553	32,548,143
TOTAL "NEW" BIT REVENUES	1,635,000	5,659,000	8,482,000	8,923,750	10,147,410	34,847,160
"EXCESS"/(SHORTFALL)	(138,288)	756,584	612,480	14,384	1,053,857	2,299,017

*Dollars approximate pending final cost estimate by department staff

RESOLUTION
BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Accepting the Executive Budget as Amended, and Preparing the Approved Multnomah County Budget for Submittal to the Tax Supervising and Conservation Commission)
) RESOLUTION
)
)

WHEREAS, the above-entitled matter is before the Board sitting as the Budget Committee under ORS Ch. 294 to consider approval of the Multnomah County Executive Budget, as amended, for the fiscal year July 1, 1990 to June 30, 1991; and

WHEREAS, on April 3, 1990 the Board of County Commissioners, sitting as the Budget Committee, received the budget message from the Multnomah County Chair and the budget document in compliance with ORS Ch. 294.401; and

WHEREAS, hearings were held in Room 602 of the Multnomah County Courthouse in compliance with ORS. Ch. 294, as follows:

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April 12, 1990	Support Programs
April 26, 1990	Review of budget changes and approval of the budget.

In the Matter of Accepting
the Executive Budget 1990-91
Page 2 of 2

25
is approved
THEREFORE BE IT RESOLVED, that the Executive Budget is amended in accordance with the attached amendment documents and the Division of Planning and Budget shall prepare the approved Multnomah County Budget and forward it to the Tax Supervising and Conservation Commission.

Adopted this 26th day of April, 1990

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, Chair

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

REVISED April 26, 1990

Net GF Effect
More/(Less)
Available

Changes to Executive Budget

Reduced Workers Compensation Rate	434,137
Reduced Beginning Working Capital	(279,600)
Savings from Deputy Sheriff Setaside	42,030
"Extra" Contingency	<u>32,489</u>

Subtotal 229,056

Change Delinquency Rate for 1990-91 from 7% to 6.3% (REV 1)

Additional Revenue Available in 1990-91	455,000
Reserve in Contingency	<u>(130,000)</u>

Subtotal 325,000

Additional Savings from Dep. Sheriff Setaside (5.2% CPI)

50,360

TOTAL AVAILABLE 4/23 a.m. 604,416

McCOY PROPOSAL

Substitute

ADD beds to bring MCRC capacity to 120 (DJS 10)	(438,991)
ADD DA Child Abuse/Sex Crimes Unit (DJS 13)	(69,758)
ADD Prescription drugs restoration (DHS 8)	(150,000)

CUT P&B Fin. Spec 2 (DGS 2) 55,146

NET COST OF McCOY PROPOSAL (603,603)

BOARD PROPOSAL ON 4/23

Motion

\$175,000

→ ADD Annexation Support (NOND 1)	(60,000)
→ ADD Inflation Adjustment for Contractors (DHS 2)	(215,000)
→ ADD Prescription drugs restoration (DHS 8)	(150,000)
→ ADD Aging long-term care (DHS 10)	(198,000)
→ ADD Support of Janis/Harry's Mother (DHS 11)	(24,000)
→ ADD Public Guardian MED support (DHS 12)	(34,800)
→ ADD Grant High night school clinic (DHS 4)	(6,931)

CUT Aging Svcs contracts (DHS 19)	117,000
CUT A&D setaside (DHS 20)	140,000
CUT Animal Control training (DES 2)	5,000
CUT CIC training/outreach (NOND 7)	15,000
CUT MCIJ Workers Comp - support laundry (DJS 5 revise)	31,921
CUT Major Inv. Investigative Aide (DJS 6)	32,901
CUT Cemetery mtce. and backup (DES 3)	39,938
CUT DA Multidisciplinary team (DJS 16)	76,315
CUT P&B Fin. Spec 2 (DGS 2)	<u>55,146</u>

NET COST OF BOARD DISCUSSION (175,510)

BALANCE REMAINING AFTER McCOY PROPOSAL 813

BALANCE REMAINING AFTER 4/23 BOARD PROPOSAL 428,906

*428,000 to cont.
Public Safety programs
Decide within
next 2 weeks*

3883



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

ROBERT G. SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: PAULINE ANDERSON, Commissioner
Multnomah County Board of County Commissioners

FROM: WILLIAM T. WOOD, Commander
Programs Division *Bul*

via: Robert G. Skipper, Sheriff

DATE: April 26, 1990

SUBJECT: QUESTIONS REGARDING RESTITUTION CENTER POPULATION

On April 23, 1990 you asked me to provide you information on the number of residents at the Restitution Center who are in custody as a result of a probation violation.

The restitution center population of 4/23/90 was reviewed. We found that 49% of the population had current probation violation charges. It was also found that 79% had been on probation in the past and had recommitted crimes resulting in the current jail sentences. The group of 73 inmates with past probations supervision had a total of 149 past probations.

This information confirms my statement that many of the restitution center residents are there as a result of failing on community supervision programs. This highlights the importance of the Restitution Center in the correctional continuum.

It is also important to note that 79% of the population had been on probation in the past. Many had been on probation multiple times. This reinforces the appropriateness of the court imposing a jail sentence for these recidivists.

WTW/rm/1426X/43A

GRETCHEN KAFOURY
Multnomah County Commissioner
District 2



605 County Courthouse
Portland, Oregon 97204
(503) 248-5219

APRIL 25, 1990

AGREEMENT ON THE PUBLIC SAFETY BUDGET AND A PROCESS TO CONSIDER
NEW INITIATIVES

PUBLIC SAFETY CONTINUES TO BE A TOP PRIORITY FOR US

- I WANT WHATEVER TAX DOLLARS WE ALLOCATE TO PUBLIC SAFETY TO
BE SPENT IN THE MOST COST-EFFECTIVE WAYS POSSIBLE, TO GET THE
MOST IMPACT POSSIBLE FOR THE DOLLARS WE SPEND

-I WANT TO TAKE WHATEVER ACTION WE CAN TO REDUCE THE HUNDREDS
OF PRISONERS WE RELEASE EACH MONTH FROM OUR JAILS

-I WANT TO WORK WITH OTHER MEMBERS OF THE LAW ENFORCEMENT
COMMUNITY TO AGREE ON WHAT IS THE NEXT BEST PLACE TO SPEND OUR
PUBLIC SAFETY DOLLARS

LAST FALL, THE BCC, THE SHERIFF, THE DA, AND THE CITIZEN'S
CRIME COMMISSION AGREED TO A PROCESS DESIGNED TO CONSIDER HOW
TO SPEND THE NEXT DOLLARS IN THE AREA OF PUBLIC SAFETY.
THAT PROCESS HAS NOT YET OCCURRED.

AS OF MONDAY, WE ARE TOLD WE HAVE APPROXIMATELY \$430,000 IN
AVAILABLE REVENUES TO ALLOCATE IN NEXT YEAR'S BUDGET.

THE MAJORITY OF THIS BOARD IS COMMITTED TO PLACING THAT AMOUNT
INTO OUR CONTINGENCY FUND AND DEDICATING IT TO PUBLIC SAFETY

NEXT TUESDAY WE HAVE SCHEDULED THE FIRST BRIEFING ON A PACKAGE
OF POSSIBLE INITIATIVES IN PUBLIC SAFETY.

THERE ARE A RANGE OF OPTIONS DEVELOPED BY OUR JUSTICE STAFF WHICH COULD PROVIDE CUSTODIAL AND SUPERVISION PROGRAMS TO SANCTION OFFENDERS:

THESE PROGRAMS INCLUDE:

EXPANSION OF THE RESTITUTION CENTER @ 52/DAY
INTENSIVE PRETRIAL SUPERVISION @ \$6/DAY
MENS RESIDENTIAL PROBATION CENTER @ \$35/DAY
WORKCAMP @ \$43/DAY
INTENSIVE PROBATION @ \$8/DAY
DAY REPORTING CENTER @ \$5/DAY
ALCOHOL & DRUG TREATMENT @ \$30/DAY

ANOTHER OPTION WHICH THREE OF US SUPPORT COULD INVOLVE LEASING 60 BEDS IN THE R/C IMMEDIATELY TO THE STATE
WOULD ALLOW US TO GET 60 PEOPLE OFF THE STREET RIGHT AWAY AT NO COST TO THE COUNTY

THE GOAL OF THIS PROCESS IS TO ENHANCE PUBLIC SAFETY IN THIS COMMUNITY IN THE MOST COST-EFFECTIVE WAY, DESIGNED TO PRODUCE A LONGTERM IMPACT ON RECIDIVISM AND TO REDUCE THE NUMBER OF OFFENDERS RELEASED TO THE STREET WITHOUT ANY FORM OF SUPERVISION.

TO DO THAT, WE NEED TO DECIDE WHAT IS THE NEXT BEST PLACE TO COMMIT SCARCE DOLLARS.

WE WILL TRY TO MAKE THESE DECISIONS WITHIN THE NEXT TWO WEEKS AND FINALIZE THEM IN OUR ADOPTED BUDGET BY THE END OF JUNE.

THIS IS A TIME FOR RESPONSIBLE DECISION-MAKING, BASED ON A CAREFUL ANALYSIS OF THE FACTS AND FOCUSED DELIBERATION. THE TAXPAYERS IN THE COUNTY EXPECT THAT OF US.

ALL OF US IN THE PUBLIC POLICY AREA- THE SHERIFF, THE DA, CITIZEN ADVOCATES--HAVE THE SAME GOAL--AND SHOULD COMMIT TO THAT.