

ANNOTATED MINUTES

*Monday, April 19, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

BUDGET WORK SESSION

WS-1 *The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, but Public Testimony will be Heard at Public Hearings Only.*

BOARD DISCUSSION AND CONSENSUS OF WORK SESSION TOPICS. STAFF TO PREPARE AGENDA AND COORDINATE SCHEDULE FOR FRIDAY, APRIL 23; MONDAY, APRIL 26; AND WEDNESDAY, APRIL 28 BUDGET WORK SESSIONS. BOARD DISCUSSION ON PROPOSED BUDGET RESTORATIONS AND CUTS. DAVE WARREN, TAMARA HOLDEN, MARK MURRAY, BILLI ODEGAARD, TOM FRONK, JEANNE GOODRICH, LARRY AAB, GARY NAKAO AND BETSY WILLIAMS INPUT AND RESPONSE TO BOARD QUESTIONS.

*Monday, April 19, 1993 - 1:30 - 5:00 PM
Multnomah County Courthouse, Room 602*

PUBLIC HEARING

Acting Chair Henry C. Miggins convened the hearing at 1:37 p.m., with Vice-Chair Gary Hansen and Commissioners Sharron Kelley and Tanya Collier present, and Commissioner Dan Saltzman arriving at 1:40 p.m.

PH-1 *The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.*

NIN McKELLAR, DEBORAH WOOD, LT. DAVE AUSTIN, DAN SIMPSON, MAJOR TOM SLYTER, JON BRADFORD, ALAN CRAWFORD, ED BLACKBURN, JUDGE LINDA BERGMAN, LAMONT WILKINS, TOM HOPKINS, THELMA GOLDEN, ARLENE COLLINS, MAYOR GUSSIE McROBERT, LARRY SANCHEZ, NORMAN BROWN, BARB SANDER, MELVIN ELDRIDGE, MARY ANNE HANNIBAL, PAM PATTON, ALEJANDRA de SOLORIC, MARGARITA GUERRERO, DIXIE STEVENS, BILL FRONK, JEFF AUGUSTINE, NONI SAUSSER, NAN WALLER, VICKI SMEAD, KAY TORAN, RON HOWARD, LYNN TRAVIS, DONNA LEE SATHER, NELL NAJSIER, MARGE JOZSA, CARRIE REGIMBAL, SUSANA ROMO, DR. CATHERINE COLLIER, ROBERT WHITE, SANTOS ORTEGA, DR. JAMES THAYER AND JEAN PIERCE

TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

There being no further business, the hearing was adjourned at 4:00 p.m.

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

Deborah L. Bogstad

Deborah L. Bogstad

*Tuesday, April 20, 1993 - 9:00 AM
Multnomah County Courthouse, Room 602*

EXECUTIVE SESSION

*E-1 Pursuant to ORS 192.660 (1)(d), the Multnomah County Board of Commissioners
Will Meet in Executive Session for the Purpose of Discussing Labor Negotiations.*

EXECUTIVE SESSION HELD.

*Tuesday, April 20, 1993 - 9:45 AM
Multnomah County Courthouse, Room 602*

AGENDA REVIEW

B-1 Review of Agenda for Regular Meeting of April 22, 1993.

*Tuesday, April 20, 1993 - 1:30 PM
Multnomah County Courthouse, Room 602*

BOARD BRIEFINGS

*B-2 1993 Legislative Update on Child Care Teams and Other Children's Services Issues.
Presented by Fred Neal, Howard Klink and Michael Morrissey.*

**HOWARD KLINK, FRED NEAL AND MICHAEL MORRISSEY
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.
MR. NEAL AND JANICE DRUIAN PRESENTATION.**

*B-3 Land Conservation and Development Commission (LCDC) Report on the County's
Periodic Review Order for Land Outside the Metropolitan Urban Growth Boundary
and Outside the Columbia River Gorge National Scenic Area. Presented by R. Scott
Pemble.*

**SCOTT PEMBLE AND GARY CLIFFORD PRESENTATION
AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.**

Tuesday, April 20, 1993 - 5:30 - 8:00 PM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

Acting Chair Henry C. Miggins convened the hearing at 5:35 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

PH-2 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.

NANCY MILLER, SHARY MASON, CORBETT GORDON, TIM BARRINGER, SUSAN IMBRIE, SANDRA BAGER, CHARLOTTE COOK, VICTOR GALINDO, JOANNE, AND JULIE MANDISH TESTIMONY AND RESPONSE TO BOARD QUESTIONS. DAVE WARREN RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS.

The hearing was recessed at 6:25 p.m. and reconvened at 6:45 p.m.

ODALIS PEREZ TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

There being no further business, the hearing was adjourned at 7:00 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON



Deborah L. Bogstad

Wednesday, April 21, 1993 - 1:30 - 5:00 PM
Multnomah County Courthouse, Room 602

PUBLIC HEARING

Acting Chair Henry C. Miggins convened the hearing at 1:32 p.m., with Commissioners Sharron Kelley and Tanya Collier present, Vice-Chair Gary Hansen arriving at 1:35 p.m., and Commissioner Dan Saltzman arriving at 1:36 p.m.

PH-3 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.

PAULINE ANDERSON, DAVID MESIROW, ERIC LICHTENTHALER, ARLENE COLLINS, JIM BAILEY, BOB

BERNSTEIN, RAY ALLEN, TERRELL JOHNSON, GARY BUTTRAM, JOHN NEELANDS, KIM JOHNSON, RICK MATTER, EDNA WHITE, KATHY HAMMOCK, MICHAELLA MINICHIEFF AND RED SLYTER TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

The hearing was recessed at 2:52 p.m. and reconvened at 3:00 p.m.


ANN UHLER, CARLOS RIVERA, TONYA JONES, KATHERINE PEDERSEN, MARILYN MILLER, GRETCHEN KAFOURY, LINDA TYON, SHIRLEY WARREN, JESSE WATSON, IRIS BELL, GERALD McFADDEN, BARBARA GRIDER, CAROL HALVORSON AND GRANT HIGGINSON TESTIMONY AND RESPONSE TO BOARD QUESTIONS.

The hearing was recessed at 4:00 p.m. and reconvened at 4:40 p.m., with Vice-Chair Gary Hansen and Commissioners Tanya Collier and Dan Saltzman present.

JULIANNE RYAN AND CHILD SHANNON CASEY RYAN TESTIMONY IN SUPPORT OF HOME HEALTH FUNDING.

There being no further business, the hearing was adjourned at 4:43 p.m.

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


Deborah L. Bogstad

**Wednesday, April 21, 1993 - 4:01 - 4:35 PM
Multnomah County Courthouse, Room 602**

BUDGET WORK SESSION

WS The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, but Public Testimony will be Heard at Public Hearings Only.

BEN BUISMAN, JANICE DRUIAN, TOM SIMPSON, DAVE WARREN PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

**Thursday, April 22, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602**

REGULAR MEETING

Acting Chair Henry C. Miggins convened the meeting at 9:32 a.m., with Vice-Chair

Gary Hansen, Commissioners Sharron Kelley, Tanya Collier and Dan Saltzman present.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-13) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- C-1 *In the Matter of the Appointment of PAULINE ANDERSON as CHAIR of the MULTNOMAH COUNTY CHILDREN AND YOUTH SERVICES COMMISSION*
- C-2 *In the Matter of the Appointments of CHRISTINE LIGHTCAP and VIVIAN STARBUCK to the MULTNOMAH COUNTY PARKS ADVISORY COMMITTEE*

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-3 *In the Matter of the Transfer of Found/Unclaimed or Unidentified Property (List 93-1) to the Multnomah County Sheriff's Office D.A.R.E. Program*
- C-4 *Ratification of Intergovernmental Agreement Contract #800643, Between the Multnomah County Sheriff's Office and the U.S. Forest Service, Providing Enforcement of Federal and State Laws and Regulations in the National Forest Lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area, for the Period May 27, 1993 through September 6, 1993*
- C-5 *Ratification of Intergovernmental Agreement Contract #800014, Between the Oregon State Marine Board and Multnomah County, Providing Funding for the Sheriff's Office River Patrol to Conduct Marine Law Enforcement Activities, for the Period July 1, 1993 through June 30, 1994*

DEPARTMENT OF SOCIAL SERVICES

- C-6 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #100083, Between Multnomah County, Mental and Emotional Disabilities Program Office of Child and Adolescent Mental Health and University Hospital, Reducing Medicaid Funds to More Accurately Reflect Usage, for the Period July 1, 1992 through June 30, 1993*
- C-7 *Ratification of Intergovernmental Agreement Contract #104273, Between Multnomah County and Institute of Aging, Portland State University, Allocating \$4,000 of Robert Wood Johnson Grant Funds to Purchase Development of a Training Program and Provision of Technical Assistance on the Subject of Resident Councils in Assisted Living Facilities for the Elderly, for the Period March 15, 1993 through June 30, 1994*
- C-8 *Ratification of Intergovernmental Agreement Contract #104333, Between Multnomah*

County and the City of Fairview, Allocating \$265,327 of Federal Community Development Block Grant Funds for the Completion of Fairview Avenue Sanitary Sewer Trunk Replacement, Fairview Creek Culvert Replacement, Depot Street Storm Drainage and Bridge Street Culvert Projects, for the Period Upon Execution through September 30, 1994

- C-9 *Ratification of Intergovernmental Agreement Contract #104363, Between Multnomah County and the City of Portland, Allocating \$50,000 of Federal Community Development Block Grant Funds to Plan and Develop a 7.14 Acre Park, Including Site Preparation, Installation of Fence, Pathways, Sports Court and Landscaping, (Harney Park Improvement Project) for the Period Upon Execution through September 30, 1994*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-10 *ORDER in the Matter of the Execution of Deed D930868 Upon Complete Performance of a Contract to Donna L. Schlappie*

ORDER 93-108.

- C-11 *ORDER in the Matter of the Execution of Deed D930879 Upon Complete Performance of a Contract to Scott Espedal*

ORDER 93-109.

- C-12 *ORDER in the Matter of the Execution of Deed D930880 Upon Complete Performance of a Contract to Linda George*

ORDER 93-110.

- C-13 *ORDER in the Matter of Cancellation of Land Sale Contract 15395R Between Multnomah County, Oregon and Virgil Van Winkle Upon Default of Payments and Performance of Covenants*

ORDER 93-111.

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 *Presentation of Certificates of Appreciation to Developmental Disabilities Program Employees Jean Leake, Sandra Potter and Mary Alice Williams, in Recognition of their Concern For and Dedication to the Citizens of Multnomah County*

ACTING CHAIR MIGGINS PRESENTED CERTIFICATES TO JEAN LEAKE, SANDRA POTTER AND MARY ALICE WILLIAMS. IN THE COURSE OF THEIR EMPLOYMENT, MS. LEAKE PREVENTED A HOUSE FIRE AND SAVED THE LIFE OF A CLIENT, AND MS. POTTER AND MS. WILLIAMS HELPED PROVIDE FIRST AID, SUPPORT AND EMERGENCY

ASSISTANCE FOLLOWING A DRIVE BY SHOOTING INCIDENT.

R-2 *PROCLAMATION in the Matter of Proclaiming April 28, 1993 as WORKERS MEMORIAL DAY*

COMMISSIONER HANSEN MOVED, SECONDED BY COMMISSIONER KELLEY, APPROVAL OF R-2. GLORIA SCHIEWE OF NORTHWEST OREGON LABOR COUNCIL ADVISED THAT 10,000 WORKERS ARE KILLED AND 6,000,000 INJURED BY WORK PLACE HAZARDS EACH YEAR AND INVITED BOARD TO A NOON RALLY AT THE STATE CAPITOL ON APRIL 28, 1993. PROCLAMATION READ. PROCLAMATION 93-112 UNANIMOUSLY APPROVED.

R-3 *RESOLUTION in the Matter of Declaring April 18-24, 1993 as the Week of the Young Child, a Project of the National Association for the Education of Young Children*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-3. NANCY CHAPIN PRESENTATION AND INFORMATION ON PIONEER COURTHOUSE SQUARE WALK AND RALLY. RESOLUTION 93-113 UNANIMOUSLY APPROVED.

R-4 *RESOLUTION in the Matter of the Preservation and Maximization of Jail Beds and Other Corrections Related Activities in Multnomah County, Oregon*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, TO TABLE R-4. DAN FAGALY AND DAN GARDNER TESTIMONY AND RESPONSE TO BOARD QUESTIONS. R-4 UNANIMOUSLY TABLED.

R-5 *Consideration and Request for Approval in the Matter of the Consolidated Cable Communications Commission Budget for Fiscal Year 1993-94*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-5. COMMISSIONERS SALTZMAN AND COLLIER COMMENTS IN OPPOSITION TO BUDGET. BOARD COMMENTS. BUDGET APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND MIGGINS VOTING AYE AND COMMISSIONERS COLLIER AND SALTZMAN VOTING NO. JACK ADAMS COMMENTS.

R-6 *RESOLUTION in the Matter of the Adoption of a Supplemental Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1992 to June 30, 1993, and Making the Appropriations Thereunder, Pursuant to ORS 294.435*

DAVE WARREN EXPLANATION. COMMISSIONER HANSEN.

MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-6. COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER KELLEY, TO AMEND RESOLUTION BY REMOVING COLUMBIA VILLA CONSTRUCTION FROM THE COP PACKAGE. MR. WARREN RESPONSE TO BOARD QUESTIONS AND COMMENTS. MOTION TO AMEND FAILED WITH COMMISSIONERS KELLEY AND COLLIER VOTING AYE AND COMMISSIONERS HANSEN, SALTZMAN AND MIGGINS VOTING NO. MOTION TO APPROVE RESOLUTION 93-114 UNANIMOUSLY APPROVED.

- R-7 *Second Reading and Possible Adoption of an ORDINANCE Transferring Jurisdiction Over Way of Necessity Proceedings to the Multnomah County Circuit Court*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. HEARING HELD, NO ONE WISHED TO TESTIFY. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDINANCE 759 UNANIMOUSLY APPROVED.

- R-8 *First Reading of an ORDINANCE Relating to Benefits for Employees Not Covered by Collective Bargaining Agreement, and Amending Ordinance No. 740*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED, AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. HEARING HELD, NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING SCHEDULED FOR 9:30 AM, THURSDAY, APRIL 29, 1993.

- R-9 *Request for a Blanket Exception to the Vacant Position Deletion Policy and Hiring Freeze for Case Managers, Case Management Assistants and Mental Health Consultants Positions Within the Mental Health, Youth and Family Services Division*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER SALTZMAN, R-9 WAS UNANIMOUSLY APPROVED.

- R-10 *Request for an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Program Supervisor Position in the Mental Health, Youth and Family Services Division, Alcohol and Drug Program*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-10. SUSAN CLARK RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. COMMISSIONER COLLIER COMMENTS IN OPPOSITION. EXCEPTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND

**MIGGINS VOTING AYE AND COMMISSIONER COLLIER
VOTING NO.**

- R-11 *Request for an Exception to the Vacant Position Deletion Policy and Hiring Freeze for a .50 FTE Community Information Specialist Position in the Mental Health, Youth and Family Services Division, Alcohol and Drug Program*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-11. MS. CLARK RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. EXCEPTION APPROVED WITH COMMISSIONERS KELLEY, HANSEN, SALTZMAN AND MIGGINS VOTING AYE AND COMMISSIONER COLLIER VOTING NO.

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-12 *In the Matter of a Request for Exemption from the Hiring Restriction Policy for Corrections Technician Positions within the Sheriff's Population Release Office*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER COLLIER, R-12 WAS UNANIMOUSLY APPROVED.

DISTRICT ATTORNEY

- R-13 *Request for Approval to Apply for a \$35,826 Children's Justice Act Multidisciplinary Team Grant, No Matching Funds Required, to Provide Training Activities for Persons Involved in Reporting, Identifying, Interviewing and Investigating Allegations of Child Abuse, for the Period May 1, 1993 through September 29, 1994*

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

DEPARTMENT OF HEALTH

- R-14 *Request for Approval to Respond to a National Center for Nursing Research Request for Applications Entitled "Community Interventions in Adolescent Health Promotion", No Matching Funds Required, Proposing a Three Year Sexual Abstinence Model Project Targeted to Middle School Aged Children*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED APPROVAL OF R-14. COMMISSIONER COLLIER THANKED HEALTH DEPARTMENT FOR PURSUING GRANT, ADVISING IT WILL PROVIDE STATISTICS NECESSARY TO DETERMINE HOW TO BEST SERVE ADOLESCENTS. R-14 UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

- R-15 *Budget Modification DSS #50 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program Budget by (\$960,524) to Reflect State Mental Health Division Revenue Changes through Amendment #41*
- R-16 *Budget Modification DSS #51 Requesting Authorization to Increase Budgeted Revenue in the Mental Health, Youth and Family Services Division, Developmental Disabilities Program Budget by \$2,071,065 to Reflect Changes in State Mental Health Division Revenue through Amendment #41*
- R-17 *Budget Modification DSS #52 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget by (\$85,545) to Reflect Changes in State Mental Health Division Revenue through Amendment #41*
- R-18 *Budget Modification DSS #53 Requesting Authorization to Increase the Mental Health, Youth and Family Services Division, Office of Child and Adolescent Mental Health Services Budget by \$79,458 to Reflect Changes in State Mental Health Division Revenue through Amendment #41*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, ITEMS R-15 THROUGH R-18 WERE UNANIMOUSLY APPROVED. AT THE SUGGESTION OF VICE-CHAIR HANSEN, CHAIR MIGGINS DIRECTED THAT FUTURE BUDGET MODIFICATIONS REFLECTING ROUTINE ADJUSTMENTS TO CONTRACTS BE PLACED ON THE CONSENT CALENDAR.

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-19 *RESOLUTION in the Matter of Amending the Order of the Board Adopted February 26, 1987, Regarding Rules of Procedure for the Conduct of Hearings Pursuant to MCC Chapter 8.10 (Animal Control)*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 93-115 WAS UNANIMOUSLY APPROVED.

- R-20 *ORDER in the Matter of the Quitclaim of a Reversionary Interest in Lot 16, Block 7, NORTH IRVINGTON to the City of Portland*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER KELLEY, ORDER 93-116 WAS UNANIMOUSLY APPROVED.

- R-21 *ORDER in the Matter of the Conveyance to the City of Portland a One (1) Foot Strip (Street Plug) Owned by the County and Authorizing the Board to Execute Bargain and Sale Deed*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, ORDER 93-117 WAS UNANIMOUSLY APPROVED.

R-22 *ORDER in the Matter of the Transfer of Tax Foreclosed Property to the City of Portland, Oregon, Bureau of Parks and Recreation for a Public Purpose*

COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF R-22. COMMISSIONER SALTZMAN COMMENTS. ORDER 93-118 UNANIMOUSLY APPROVED.

QUARTERLY CONTINGENCY REQUESTS

R-23 *Budget Modification DSS #48 Requesting Transfer of \$104,000 General Fund Contingency to the Juvenile Justice Division Budget, to Purchase Meals for Juveniles in Detention*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-23. MARIE EIGHMEY EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

R-24 *Budget Modification DSS #49 Requesting Transfer of \$7,000 General Fund Contingency to the Juvenile Justice Division Budget, to Fund Program Director Position in the Victim Offender Reconciliation Program, for the Period April through June, 1993*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, R-24 WAS UNANIMOUSLY APPROVED.

R-25 *Budget Modification NOND #34 Requesting Transfer of \$14,663 General Fund Contingency to the Transportation Division Budget, to Pay County's Share of Metro I-205/Milwaukie Preliminary Alternatives Analysis*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-25 WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

R-26 *RESOLUTION in the Matter of an Intergovernmental Agreement with the Portland School District and the City of Portland Designating PILOT Fund Use and Transferring Title to Kennedy School*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-26. COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, TO AMEND RESOLUTION BY

DELETING REFERENCES TO DEVELOPMENT COSTS AT JEFFERSON HIGH. BOARD DISCUSSION AND COMMENTS. RON FOSSUM RESPONSE TO BOARD QUESTIONS. AMENDMENT UNANIMOUSLY APPROVED. MR. FOSSUM TESTIMONY IN SUPPORT OF RESOLUTION. BOARD COMMENTS. RESOLUTION 93-119 AS AMENDED UNANIMOUSLY APPROVED.

R-27 RESOLUTION in the Matter of Inviting Public Comment on and Board Consideration of the Functions and Procedures of the Multnomah County Boards of Equalization

COMMISSIONER COLLIER THANKED LAURELHURST NEIGHBORHOOD ASSOCIATION AND CAROLINE MILLER FOR ASSISTANCE IN DEVELOPING RESOLUTION. COMMISSIONER COLLIER MOVED, SECONDED BY COMMISSIONER KELLEY, APPROVAL OF R-27. COMMISSIONER COLLIER EXPLANATION.

CAROLINE MILLER TESTIFIED IN SUPPORT OF PROPOSED RESOLUTION AND SUGGESTED VARIOUS CLARIFICATIONS TO SECTIONS PERTAINING TO COMPENSATION, IMPLEMENTATION AND EVALUATION PROCEDURE OF THE CHAIRS AND MEMBERS OF THE BOARD; AND DEVELOPING QUALIFICATIONS OF THE MEMBERS OF BOE. MS. MILLER DISCUSSED THE NEED TO ADDRESS SAFETY ISSUES FOR MEMBERS OF THE BOE.

RICHARD BOGUE RELATED HIS EXPERIENCE BEFORE BOE AND SUGGESTED THAT CLEAR AND CONCISE INSTRUCTIONAL MATERIAL BE AVAILABLE FOR PEOPLE APPEALING TO BOE, AND THAT AN OMBUDSMAN BE ESTABLISHED TO WORK WITH CITIZENS TO ENSURE THEY HAVE MET APPEAL CRITERIA BEFORE IT IS PRESENTED TO BOARD. MR. BOGUE SUBMITTED A LETTER FROM HIS NEIGHBOR MARY RUTH PEARSON, RELATING HER EXPERIENCE BEFORE THE BOE.

PAULINE GUSTAFSON TESTIFIED THAT SHE HAS BEEN THROUGH A BOE APPEALS PROCESS AND EXPRESSED CONCERN REGARDING QUALIFICATIONS AND ACCOUNTABILITY OF BOE MEMBERS, SUGGESTING A NEED FOR TRAINING AND EVALUATION PROCEDURES.

GORDON JOHNSTON TESTIFIED IN SUPPORT OF PROPOSED RESOLUTION, SUGGESTING THE FORMAT FOR INFORMATION REGARDING THE APPEALS PROCESS BE REVIEWED AND MADE MORE CONCISE AND CITIZEN USER FRIENDLY. MR. JOHNSTON EXPRESSED THE NEED TO REEVALUATE HOW OFTEN PEOPLE SERVE ON THE

BOE AND SPOKE AGAINST SEEKING A POTENTIAL BOE MEMBER BASED ONLY UPON ECONOMIC, PHYSICAL AND/OR RACIAL QUALIFICATIONS RATHER THAN EDUCATION AND SKILL. MR. JOHNSTON SUGGESTED AMENDING THE PROPOSED RESOLUTION PERTAINING TO DEVELOPING QUALIFICATIONS, TO INCLUDE BOARD OF RATIO REVIEW MEMBERS.

ACTING CHAIR MIGGINS EXPLAINED THAT STATE LAW REQUIRES SPECIFIC REPRESENTATION OF BOARD OF RATIO REVIEW MEMBERS

COMMISSIONER COLLIER REPORTED THAT COUNTY COUNSEL SUGGESTS THE WORD COMPENSATION IMPLIES THAT BOE MEMBERS ARE EMPLOYEES AND REQUESTED THAT MR. KRESSEL SUGGEST ANOTHER TERM.

BOARD COMMENTS AND DISCUSSION.

ROBIN HUNTINGTON TESTIFIED IN SUPPORT OF PROPOSED RESOLUTION, SUGGESTING IMPROVEMENTS TO THE CITIZEN INFORMATION ON APPEALS PROCESS, AND REQUIRING THAT BOE MEMBERS BE FAIR AND OBJECTIVE AND HAVE TECHNICAL TRAINING AND EXPERTISE EVIDENCED BY PASSAGE OF A TEST. MR. HUNTINGTON RECOMMENDED THAT THE BOE SCHEDULE HEARINGS EVERY TEN MINUTES RATHER THAN FIVE, THAT A TEN PAGE LIMIT BE ESTABLISHED, AND REQUIRING CITIZENS TO PROVIDE THREE COPIES OF THEIR MATERIALS FOR SUBMITTAL TO THE BOARD.

FOLLOWING BOARD DISCUSSION IN WHICH VICE-CHAIR HANSEN SUGGESTED A ONE OR TWO WEEK SET OVER IN ORDER TO INCORPORATE ALL THE SUGGESTED CHANGES AND ADDRESS THE TASK FORCE ISSUE, COMMISSIONER COLLIER EXPLAINED THE PROPOSED RESOLUTION SETS OUT PARAMETERS OF WHAT THE TASK FORCE WILL BE LOOKING AT AND THAT UPON ITS PASSAGE, THE COUNTY WILL ESTABLISH THE TASK FORCE WITH GOALS, OBJECTIVES AND CLEAR DIRECTION.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT ITEM TWO OF THE PROPOSED RESOLUTION BE AMENDED TO READ "DEVELOP QUALIFICATIONS FOR MEMBERS OF THE BOARD OF EQUALIZATION AND THE BOARD OF RATIO REVIEW".

COMMISSIONER COLLIER SUGGESTED THAT THE TASK FORCE DETERMINE THE QUALIFICATIONS.

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT ITEM SEVEN OF THE PROPOSED RESOLUTION BE AMENDED TO READ "CLEARLY STATE THE METHOD FOR REIMBURSING MEMBERS OF THE BOARD OF EQUALIZATION."

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT ITEM NINE BE ADDED TO THE PROPOSED RESOLUTION TO READ "EXAMINE THE LENGTH OF TIME AVAILABLE TO CITIZENS TO PRESENT AN APPEAL."

IN RESPONSE TO QUESTIONS OF CHAIR MIGGINS REGARDING ESTABLISHMENT OF THE TASK FORCE, COMMISSIONER COLLIER EXPLAINED THAT THE RESOLUTION SETS OUT THE PARAMETERS OF WHAT THE TASK FORCE WILL BE LOOKING AT AND THAT SHE WANTS TO GIVE CLEAR DIRECTION TO THE TASK FORCE. FOLLOWING BOARD COMMENTS AND DISCUSSION, IT WAS DECIDED THE PROPOSED TASK FORCE GOALS, OBJECTIVES, ASSIGNMENT, TIMELINES AND MEMBERSHIP APPOINTEES WILL BE SUBMITTED FOR FINAL BOARD DECISION AT A LATER DATE.

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, IT WAS UNANIMOUSLY APPROVED THAT ITEM SIX OF THE PROPOSED RESOLUTION BE AMENDED TO READ "ASSESSMENT" INSTEAD OF EVALUATION.

COMMISSIONER KELLEY THANKED COMMISSIONER COLLIER AND THE LAURELHOOD NEIGHBORHOOD ASSOCIATION FOR THEIR EFFORTS.

RESOLUTION 93-120 UNANIMOUSLY APPROVED AS AMENDED.

R-28 *Request for Policy Direction to Address the Necessity for Additional Space for Mental Health in the Pittock Building, and Remodel Issues Related to the Walnut Park Building*

R-29 *RESOLUTION in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of Certificates of Participation, Series 1993C, as Additional Certificates in an Amount Not to Exceed \$1,480,000; Approving and Authorizing a Supplement to the County Health Systems Facilities Master Lease-Purchase*

Agreement; Approving of a Certificate Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative, Appointing Underwriter, Trustee, Bond Counsel and Financial Advisor

- R-30 *RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of the Certificates of Participation, Series 1993C, Issued to Finance the Expansion, Remodeling and Equipping of the North Portland Health Clinic (CONTINUED FROM APRIL 8, 1993)*

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT R-28, R-29 AND R-30 BE CONTINUED TO THURSDAY, APRIL 29, 1993.

PUBLIC COMMENT


- R-31 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

MELINDA ANN WILSON EXPLAINED THAT WHEN SHE APPEARED BEFORE THE BOARD PREVIOUSLY SHE INCORRECTLY STATED THAT SHE WAS SPEAKING ON BEHALF OF THE COUNCIL FOR PROSTITUTION ALTERNATIVES, BUT WAS ACTUALLY SPEAKING ON HER OWN BEHALF. MS. WILSON READ AN ORIGINAL PROSE.

COMMISSIONER SALTZMAN REMINDED THAT TODAY IS EARTH DAY.

There being no further business, the meeting was adjourned at 11:55 a.m.

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


Deborah L. Bogstad

**Thursday, April 22, 1993 - 7:00 - 9:00 PM
Sheriff's Office Auditorium
12240 NE Glisan**

PUBLIC HEARING

Acting Chair Henry C. Miggins convened the meeting at 7:15 p.m., with Vice-Chair Gary Hansen, Commissioners Sharron Kelley and Tanya Collier present, and Commissioner Dan Saltzman arriving at 8:00 p.m. due to attendance at another meeting.

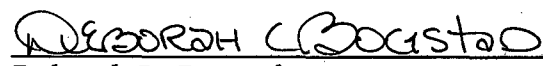
- PH-4 *The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The*

Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.

BETEW HAGOS, MOHAMED HASSAN, ED ANISUCUENKO, YELENA LEVITSKAYA, DANG LE, JEFF MACDONALD, LEE CHA, JEAN DeMASTER, NAOMI GROSZ, ANATOLIY GONCHARUK, VOLOSHINA LYUBOV, JUDITH DeCOURCY, BRUCE KWANSNEY, PRANSEVICH TAMARA, WILLIAM R. MADDOX, RICHARD HAZELTINE, CARRIE KARR, LONGSAN TZE, KHAM-ONE KEOPRASEUTH, SALLY LUCERO, KEN JOHNSON, SHARYN KEENEY, KHANTHALY THAMMAVONG, GERARDO MADAIGAL, SANDY CARTER TEMPLEMAN, ALEJANDRO de SOLARIO, JUAN MACIAS, CESAR GULIERRER, DONNA SATHER AND GEORGE GILLESPIE TESTIMONY.

There being no further business, the meeting was adjourned at 8:30 p.m.

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


Deborah L. Bogstad

**Friday, April 23, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602**

BUDGET WORK SESSION

WS-2 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Work Session to Review the 1993-94 Budget. The Work Session is Open to the Public, However Public Testimony Will Not be Taken.

JIM EMERSON, JERRY BITLE, WAYNE GEORGE, DAVE WARREN, BETSY WILLIAMS, MIKE OSWALD, BEN BUISMAN, MARK MURRAY, TOM SIMPSON AND DAVE BOYER PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

APRIL 19 - 23, 1993

Monday, April 19, 1993 - 9:30 AM - Budget Work Session. . . .Page 2
Monday, April 19, 1993 - 1:30 PM - Budget Hearing.. . . .Page 2
Tuesday, April 20, 1993 - 9:00 AM - Executive SessionPage 2
Tuesday, April 20, 1993 - 9:45 AM - Agenda ReviewPage 2
Tuesday, April 20, 1993 - 1:30 PM - Board BriefingsPage 2
Tuesday, April 20, 1993 - 5:30 PM - Budget Hearing.Page 3
Wednesday, April 21, 1993 - 1:30 PM - Budget Hearing.Page 3
Thursday, April 22, 1993 - 9:30 AM - Regular Meeting.Page 3
Thursday, April 22, 1993 - 7:00 PM - Budget HearingPage 8
Friday, April 23, 1993 - 9:30 AM - Budget Work Session. . . .Page 8

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers

Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers

Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers

Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Monday, April 19, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-1 The Board of County Commissioners, Sitting as the Budget Committee, to Review the 1993-94 Budget. Work Sessions are Open to the Public, but Public Testimony will be Heard at Public Hearings Only.
-

Monday, April 19, 1993 - 1:30 - 5:00 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-1 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.
-

Tuesday, April 20, 1993 - 9:00 AM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

- E-1 Pursuant to ORS 192.660 (1)(d), the Multnomah County Board of Commissioners Will Meet in Executive Session for the Purpose of Discussing Labor Negotiations. (9:00 AM TIME CERTAIN, 45 MINUTES REQUESTED.)
-

Tuesday, April 20, 1993 - 9:45 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-1 Review of Agenda for Regular Meeting of April 22, 1993.
-

Tuesday, April 20, 1993 - 1:30 PM

Multnomah County Courthouse, Room 602

BOARD BRIEFINGS

- B-2 1993 Legislative Update on Child Care Teams and Other Children's Services Issues. Presented by Fred Neal, Howard Klink and Michael Morrissey. (45 MINUTES REQUESTED.)
- B-3 Land Conservation and Development Commission (LCDC) Report on the County's Periodic Review Order for Land Outside the Metropolitan Urban Growth Boundary and Outside the Columbia

Tuesday, April 20, 1993 - 5:30 - 8:00 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-2 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.
-

Wednesday, April 21, 1993 - 1:30 - 5:00 PM

Multnomah County Courthouse, Room 602

PUBLIC HEARING

- PH-3 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.
-

Thursday, April 22, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

- C-1 In the Matter of the Appointment of PAULINE ANDERSON as CHAIR of the MULTNOMAH COUNTY CHILDREN AND YOUTH SERVICES COMMISSION
- C-2 In the Matter of the Appointments of CHRISTINE LIGHTCAP and VIVIAN STARBUCK to the MULTNOMAH COUNTY PARKS ADVISORY COMMITTEE

JUSTICE SERVICES

SHERIFF'S OFFICE

- C-3 In the Matter of the Transfer of Found/Unclaimed or Unidentified Property (List 93-1) to the Multnomah County Sheriff's Office D.A.R.E. Program
- C-4 Ratification of Intergovernmental Agreement Contract #800643, Between the Multnomah County Sheriff's Office and the U.S. Forest Service, Providing Enforcement of Federal

and State Laws and Regulations in the National Forest Lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area, for the Period May 27, 1993 through September 6, 1993

- C-5 Ratification of Intergovernmental Agreement Contract #800014, Between the Oregon State Marine Board and Multnomah County, Providing Funding for the Sheriff's Office River Patrol to Conduct Marine Law Enforcement Activities, for the Period July 1, 1993 through June 30, 1994

DEPARTMENT OF SOCIAL SERVICES

- C-6 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract #100083, Between Multnomah County, Mental and Emotional Disabilities Program Office of Child and Adolescent Mental Health and University Hospital, Reducing Medicaid Funds to More Accurately Reflect Usage, for the Period July 1, 1992 through June 30, 1993
- C-7 Ratification of Intergovernmental Agreement Contract #104273, Between Multnomah County and Institute of Aging, Portland State University, Allocating \$4,000 of Robert Wood Johnson Grant Funds to Purchase Development of a Training Program and Provision of Technical Assistance on the Subject of Resident Councils in Assisted Living Facilities for the Elderly, for the Period March 15, 1993 through June 30, 1994
- C-8 Ratification of Intergovernmental Agreement Contract #104333, Between Multnomah County and the City of Fairview, Allocating \$265,327 of Federal Community Development Block Grant Funds for the Completion of Fairview Avenue Sanitary Sewer Trunk Replacement, Fairview Creek Culvert Replacement, Depot Street Storm Drainage and Bridge Street Culvert Projects, for the Period Upon Execution through September 30, 1994
- C-9 Ratification of Intergovernmental Agreement Contract #104363, Between Multnomah County and the City of Portland, Allocating \$50,000 of Federal Community Development Block Grant Funds to Plan and Develop a 7.14 Acre Park, Including Site Preparation, Installation of Fence, Pathways, Sports Court and Landscaping, (Harney Park Improvement Project) for the Period Upon Execution through September 30, 1994

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-10 ORDER in the Matter of the Execution of Deed D930868 Upon Complete Performance of a Contract to Donna L. Schlappie
- C-11 ORDER in the Matter of the Execution of Deed D930879 Upon Complete Performance of a Contract to Scott Espedal
- C-12 ORDER in the Matter of the Execution of Deed D930880 Upon Complete Performance of a Contract to Linda George
- C-13 ORDER in the Matter of Cancellation of Land Sale Contract

15395R Between Multnomah County, Oregon and Virgil Van Winkle Upon Default of Payments and Performance of Covenants

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 Presentation of Certificates of Appreciation to Developmental Disabilities Program Employees Jean Leake, Sandra Potter and Mary Alice Williams, in Recognition of their Concern For and Dedication to the Citizens of Multnomah County (9:30 AM TIME CERTAIN REQUESTED)
- R-2 PROCLAMATION in the Matter of Proclaiming April 28, 1993 as WORKERS MEMORIAL DAY (9:30 AM TIME CERTAIN REQUESTED)
- R-3 RESOLUTION in the Matter of Declaring April 18-24, 1993 as the Week of the Young Child, a Project of the National Association for the Education of Young Children
- R-4 RESOLUTION in the Matter of the Preservation and Maximization of Jail Beds and Other Corrections Related Activities in Multnomah County, Oregon
- R-5 Consideration and Request for Approval in the Matter of the Consolidated Cable Communications Commission Budget for Fiscal Year 1993-94
- R-6 RESOLUTION in the Matter of the Adoption of a Supplemental Budget for Multnomah County, Oregon, for the Fiscal Year July 1, 1992 to June 30, 1993, and Making the Appropriations Thereunder, Pursuant to ORS 294.435
- R-7 Second Reading and Possible Adoption of an ORDINANCE Transferring Jurisdiction Over Way of Necessity Proceedings to the Multnomah County Circuit Court
- R-8 First Reading of an ORDINANCE Relating to Benefits for Employees Not Covered by Collective Bargaining Agreement, and Amending Ordinance No. 740
- R-9 Request for a Blanket Exception to the Vacant Position Deletion Policy and Hiring Freeze for Case Managers, Case Management Assistants and Mental Health Consultants Positions Within the Mental Health, Youth and Family Services Division
- R-10 Request for an Exception to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Program Supervisor Position in the Mental Health, Youth and Family Services Division, Alcohol and Drug Program
- R-11 Request for an Exception to the Vacant Position Deletion Policy and Hiring Freeze for a .50 FTE Community Information Specialist Position in the Mental Health, Youth and Family Services Division, Alcohol and Drug Program

JUSTICE SERVICES

SHERIFF'S OFFICE

- R-12 In the Matter of a Request for Exemption from the Hiring Restriction Policy for Corrections Technician Positions within the Sheriff's Population Release Office

DISTRICT ATTORNEY

- R-13 Request for Approval to Apply for a \$35,826 Childrens Justice Act Multidisciplinary Team Grant, No Matching Funds Required, to Provide Training Activities for Persons Involved in Reporting, Identifying, Interviewing and Investigating Allegations of Child Abuse, for the Period May 1, 1993 through September 29, 1994

DEPARTMENT OF HEALTH

- R-14 Request for Approval to Respond to a National Center for Nursing Research Request for Applications Entitled "Community Interventions in Adolescent Health Promotion", No Matching Funds Required, Proposing a Three Year Sexual Abstinence Model Project Targeted to Middle School Aged Children

DEPARTMENT OF SOCIAL SERVICES

- R-15 Budget Modification DSS #50 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program Budget by (\$960,524) to Reflect State Mental Health Division Revenue Changes through Amendment #41
- R-16 Budget Modification DSS #51 Requesting Authorization to Increase Budgeted Revenue in the Mental Health, Youth and Family Services Division, Developmental Disabilities Program Budget by \$2,071,065 to Reflect Changes in State Mental Health Division Revenue through Amendment #41
- R-17 Budget Modification DSS #52 Requesting Authorization to Decrease the Mental Health, Youth and Family Services Division, Alcohol and Drug Program Budget by (\$85,545) to Reflect Changes in State Mental Health Division Revenue through Amendment #41
- R-18 Budget Modification DSS #53 Requesting Authorization to Increase the Mental Health, Youth and Family Services Division, Office of Child and Adolescent Mental Health Services Budget by \$79,458 to Reflect Changes in State Mental Health Division Revenue through Amendment #41

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-19 RESOLUTION in the Matter of Amending the Order of the Board Adopted February 26, 1987, Regarding Rules of Procedure for the Conduct of Hearings Pursuant to MCC Chapter 8.10 (Animal Control)

- R-20 ORDER in the Matter of the Quitclaim of a Reversionary Interest in Lot 16, Block 7, NORTH IRVINGTON to the City of Portland
- R-21 ORDER in the Matter of the Conveyance to the City of Portland a One (1) Foot Strip (Street Plug) Owned by the County and Authorizing the Board to Execute Bargain and Sale Deed
- R-22 ORDER in the Matter of the Transfer of Tax Foreclosed Property to the City of Portland, Oregon, Bureau of Parks and Recreation for a Public Purpose

QUARTERLY CONTINGENCY REQUESTS

- R-23 Budget Modification DSS #48 Requesting Transfer of \$104,000 General Fund Contingency to the Juvenile Justice Division Budget, to Purchase Meals for Juveniles in Detention
- R-24 Budget Modification DSS #49 Requesting Transfer of \$7,000 General Fund Contingency to the Juvenile Justice Division Budget, to Fund Program Director Position in the Victim Offender Reconciliation Program, for the Period April through June, 1993
- R-25 Budget Modification NOND #34 Requesting Transfer of \$14,663 General Fund Contingency to the Transportation Division Budget, to Pay County's Share of Metro I-205/Milwaukie Preliminary Alternatives Analysis

NON-DEPARTMENTAL

- R-26 RESOLUTION in the Matter of an Intergovernmental Agreement with the Portland School District and the City of Portland Designating PILOT Fund Use and Transferring Title to Kennedy School
- R-27 RESOLUTION in the Matter of Inviting Public Comment on and Board Consideration of the Functions and Procedures of the Multnomah County Boards of Equalization (30 MINUTES REQUESTED)
- R-28 Request for Policy Direction to Address the Necessity for Additional Space for Mental Health in the Pittock Building, and Remodel Issues Related to the Walnut Park Building (30 MINUTES REQUESTED)
- R-29 RESOLUTION in the Matter of Authorizing and Approving of the Issuance and Negotiated Sale of Certificates of Participation, Series 1993C, as Additional Certificates in an Amount Not to Exceed \$1,480,000; Approving and Authorizing a Supplement to the County Health Systems Facilities Master Lease-Purchase Agreement; Approving of a Certificate Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative, Appointing Underwriter, Trustee, Bond Counsel and Financial Advisor (CONTINUED FROM APRIL 8, 1993)

- R-30 RESOLUTION in the Matter of the Declaration of Official Intent to Reimburse Capital Expenditures with Proceeds of the Certificates of Participation, Series 1993C, Issued to Finance the Expansion, Remodeling and Equipping of the North Portland Health Clinic (CONTINUED FROM APRIL 8, 1993)

PUBLIC COMMENT

- R-31 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.
-

Thursday, April 22, 1993 - 7:00 - 9:00 PM

Sheriff's Office Auditorium
12240 NE Glisan

PUBLIC HEARING

- PH-4 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Public Hearing to Receive Testimony on the 1993-94 Budget. The Hearing is Open to the Public and Any Member of the Public May Speak on the Budget.
-

Friday, April 23, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

BUDGET WORK SESSION

- WS-2 The Multnomah County Board of Commissioners, Sitting as the Budget Committee, Will Hold a Work Session to Review the 1993-94 Budget. The Work Session is Open to the Public, However Public Testimony Will Not be Taken.
-

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: 2-1 C-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Approval of Chair for Children Youth Services Commission

BCC Informal _____ BCC Formal April 15, 1993
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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):

Approves Pauline Anderson as Chair of Multnomah County Children and Youth Services Commission as per County Ordinance #751. Prior approval of lead Juvenile Court Judge has been obtained.

(If space is inadequate, please use other side)

SIGNATURES:

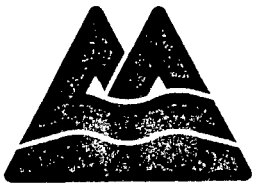
ELECTED OFFICIAL Gladys McCoy

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR -8 AM 9:40
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Chair Gladys McCoy and
the Board of County Commissioners

FROM: Dr. Gary Nakao, Director *Gary Nakao (av)*
Department of Social Services

DATE: April 2, 1993

SUBJECT: Recommendation for Chair of the Children and Youth
Services Commission

The Department of Social Services recommends that Pauline Anderson be appointed Chair of the Multnomah County Children and Youth Services Commission for the period April 15, 1993 to April 15, 1995, consistent with the by-laws of the Commission. Ms. Anderson was appointed to the Commission on February 18 of this year. However, a separate action including the approval of the lead Juvenile Court Judge is required to appoint her as chair.



CIRCUIT COURT OF OREGON
FOURTH JUDICIAL DISTRICT
MULTNOMAH COUNTY COURTHOUSE
1021 S.W. 4TH AVENUE
PORTLAND, OREGON 97204

LINDA L. BERGMAN
JUDGE

RECEIVED/YPO
MAR 26 1993
DEPARTMENT NO. 11
[503] 248-3041

March 24, 1993

Michael Morrissey
Manager
Youth Program Office
421 S.W. Fifth, Second Floor
Portland, OR 97204-2221

RE: Approval of Nominations to Children and Youth
Commission

Dear Mr. Morrissey:

I endorse the appointment of the reappointments and new appointments to the Children and Youth Commission as approved by the Board of County Commissioners.

I furthermore support the selection of Pauline Anderson to chair the group.

At this point, I have no further nominations.

Sincerely,

Linda Bergman
Chief Juvenile Court Judge

LLB:cj

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: 2-2 C-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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):

Appointment to:

Parks Advisory Committee

Vivian Starbuck, reappointment, term expires 12/95.
Christine Lightcap, reappointment, term expires 12/95

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER _____

BOARD OF
COUNTY COMMISSIONERS
1993 APR -8 AM 9:41
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
PARKS SERVICES DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

March 9, 1993

km **RECEIVED**

MAR 10 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Kathy Millard
Chair Staff Assistant
Board of County Commissioners
1120 SW Fifth Avenue
Portland, OR 97204

Re: Parks Advisory Committee

Dear Kathy:

As we discussed several weeks ago, terms for two of our Park Advisory Committee members expired December 31, 1992. This letter is to request their reappointment to the Parks Advisory Committee for the term January 1993 through December 1995. The members are:

Vivian Starbuck (for a second term)
PO Box 121
Fairview, OR 97024

Christine Lightcap (for a second term)
13342 NW Newberry Road
Portland, OR 97231

We also discussed the board vacancy position #3 left by Gilbert Jimenez when he resigned in October, 1992. I need to know what geographic area position #3 represents, as it will help us make a recommendation that better represent that district. After we get that information, we will send our recommendation to you within several weeks, along with an interest form for each person.

Please let me know when the reappointments are confirmed or, if I can provide additional information prior to our request being submitted to the Board.

Best regards,

Julie Weatherby
Community Programs Planner

JVWH0600.LTR

Meeting Date: ~~APR 15 1993~~ APR 22 1993

Agenda No.: C-3 C-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Found/Unclaimed Property

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING April 15, 1993
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Law Enforcement

CONTACT Larry Aab TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 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):

To transfer Found/Unclaimed Property to the Sheriff's Office D.A.R.E. Program.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper Jr.

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR -6 PM 3:14



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

BOB SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

TO: GLADYS McCOY, Chair

FROM: BOB SKIPPER
Sheriff *Bob Skipper*

DATE: March 30, 1993

SUBJECT: FOUND/UNCLAIMED PROPERTY - 93-1

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owners of the listed property have proven negative.

To comply with Multnomah County 7.70.300, I am requesting that with the approval of Board of County Commissioners, the property listed be transferred for use in the Multnomah County Sheriff's Office D.A.R.E. program.

Attachment

bcc/93-1-m&f

MULTNOMAH COUNTY
SHERIFF'S OFFICE
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 93-1

FILE NUMBER	PROPERTY DESCRIPTION	DISPOSITION
91-545	Two Ohaus balance scales (Exhibit #11, #12)	DARE Program
91-1865	One Ohaus balance scale (Exhibit #2)	DARE Program
91-3916	One Ohaus balance scale (Exhibit #1)	DARE Program
91-5055	One Ohaus balance scale (Exhibit #206)	DARE Program
91-5061	One Ohaus balance scale (Exhibit #4)	DARE Program
91-6844	One Ohaus balance scale (Exhibit #8A)	DARE Program

RG/jlz/342-AEQU

Meeting Date: APR 15 1993 APR 22 1993Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA with the U.S. Forest ServiceAGENDA REVIEW/
BOARD BRIEFING

(date)

REGULAR MEETING April 15, 1993

(date)

DEPARTMENT Sheriff's OfficeDIVISION Law EnforcementCONTACT Larry AabTELEPHONE 251-2489PERSON(S) MAKING PRESENTATION Bob Skipper, SheriffACTION REQUESTED:☐ INFORMATIONAL ONLY☐ POLICY DIRECTION☒ APPROVALESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 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):

Intergovernmental Agreement with the U.S. Forest Service, to enforce Federal/State laws and regulations in the National Forest.

4/27/93 ORIGINALS to ~~LT. Bill Cross~~ LARRY AAB

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:ELECTED OFFICIAL Bob Skipper Jr.

Or

DEPARTMENT MANAGER H. J. Amundson

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR -6 AM 10:00
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

RECEIVED

APR 01 1993

Contract # 800643

MULTNOMAH COUNTY OREGON

Amendment #

GLADSTONE, OREGON

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-4 DATE 4/22/93 DEB BOGSTAD BOARD CLERK
---	---	--

Department Sheriff's Office Division Law Enforcement Date March 26, 1993Contract Originator Lt. Bill Goss Phone 251-2422 Bldg/Room 313/203Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Enforce Federal/State laws and regulations in the National Forest.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name U.S. Dept. of AgricultureMailing Address Forest Service
2955 NW Division
Gresham, OR 97030Phone Attn: Mike Powers

Employer ID # or SS # _____

Effective Date May 27, 1993Termination Date Sept. 6, 1993Original Contract Amount \$ 32,152.00

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURESDepartment Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair/Sheriff _____

Contract Administration
(Class I, Class II contracts only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☐ Due on receipt☐ Monthly \$ _____ ☐ Net 30☒ Other \$ as billed ☐ Other _____☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 3-31-93

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3311			2003					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

ATTACHMENT VII

MULTNOMAH COUNTY

JOINT OPERATION AND FINANCIAL PLAN

1993

Reimbursable service request by the Forest Service, made and agreed to this 1st day of March, 1993, by and between the Service and the Multnomah County Sheriff, becomes a part of the agreement between said parties dated May 19, 1986.

1. Assignment of one Deputy Sheriff, fully equipped, with motor vehicle, to patrol National Forest lands within the Columbia Gorge Ranger District and the Columbia River Gorge National Scenic Area (NSA). The patrol will concentrate on National Forest picnic areas, campgrounds, vehicle parking areas, trailhead and other more dispersed recreation areas. Suggested patrol routes are outlined in attachment A and B of this plan.

Patrol routes identified in attachments A and B are guidelines. Routes may be varied at the discretion of the cooperating Deputy in order to effectively deal with problems at other locations as problems develop.

Forest patrols will begin May 27, 1993 and end September 6, 1993. The tour of duty May 27, through September 6, will be 10 hours each day on Thursday, Friday, Saturday, and Sunday of each week, as well as national holidays on May 31, July 4 and September 6, 1993.

Each duty tour should begin between 10 A.M., and 2 P.M., however, daily work hours may be varied after mutual agreement between the Cooperators representative and the Services Contracting Officers Representative.

The Service requests the cooperating Deputy check in with Mt. Hood National Forest Dispatch Center by radio or telephone at the beginning of each duty tour.

2. When requested by the Service, the Cooperator agrees to dispatch additional Deputies, as necessary, within manpower capabilities, to unforeseen, or emergency situations. These situations may include fire camp security and patrols. Any fire duty will be paid separately from this agreement.

3. Cooperator personnel assigned to duties in items 1, and 2 above, will be state certified law enforcement officers, or category 1 reserve officers employed by and responsible to the Multnomah County Sheriff.

4. Cooperator agrees to provide for the enforcement of State of Oregon and other local laws and regulations, which relate to the protection of the recreating public and their property.

5. It is understood by both parties that there will be patrol related and other activities, which will impact the Cooperating Deputy's time and cause him to be away from the patrol route (court, reports, or responding to incidents off the National Forest). No adjustment to this plan will be required so long as the activities are held to a reasonable minimum.

6. Rate schedule for reimbursable service: for the service identified in item 1 above, the service agrees to reimburse the Cooperator at the rate of \$51.66 per hour for the period May 27, 1993 through June 30, 1993 and \$54.55 per hour for the period July 1, 1993 through September 6, 1993. Total reimbursement for the service is \$32,152.00.

For services identified in item 3 above, the service agrees to reimburse the Cooperator on an actual cost basis, which will include salaries, other payroll expenses, administration costs, and equipment use and supplies.

Total amount to be paid under the terms of this operating plan cannot exceed \$33,000.00

7. Itemized billings for reimbursement will be furnished at the end of each county accounting period, along with a certification the services have been performed.

The Cooperator agrees to furnish copies of the Deputy's daily activity log sheets, which will contain sufficient information for an understanding of the Deputy's activities and the time periods covered. The Cooperator also agrees to complete a Cooperative Law Enforcement Activity Report (form 5300-5) at the end of each month. A supply of the required form will be provided to the Cooperator by the Service.

Itemized billings, copies of the Deputy's daily log sheets and completed form 5300-5 will be sent to the Forest Supervisor, Mt. Hood National Forest, 2955 N.W. Division, Gresham, Oregon 97030.

8. It is agreed that search and rescue within the Columbia Gorge Ranger District and the portion of the Columbia River Gorge National Scenic Area within Multnomah County, is the responsibility of the Multnomah County Sheriff. It is also agreed that the role of the Deputy assigned to the duties described in item 1 above, is to take initial action on search and rescue incidents and to coordinate subsequent (short-term) activities.

9. The Service will furnish one radio for the use of the Deputy identified in item one. The Cooperator will service and maintain the radio to insure it is in good working order. The Service will retain ownership of the radio. The following described radio has been provided to the Cooperator:

One 16 channel Phoenix mobile radio serial number 4420825

10. Designated representatives: The following persons are designated by the Service to make, or receive requests for service under this agreement.

Mike Powers, Special Agent, Contracting Officers Representative, Mt. Hood National Forest, Office 666-0700, Home 655-2629.

The Forest Supervisors Fire Management 24 hour emergency telephone answering service, 667-6410, is available for use in emergencies.

The following persons are designated as contact persons or inspectors:

Ron Barnas, Law Enforcement Officer, office 622-3191

Mickey Lehen, Law Enforcement Officer, office 386-2333, Home 667-9974.

Bing Beckman, Fire Management Officer, office 695-2276.

Mike Boynton, Archaeologist, CRGNSA, office 386-2333, Home 354-3245.

The following persons are designated by the Cooperator to make, or receive requests for service under this agreement.

Chief Randy Amundson, Multnomah County, Office 255-3600, ext. 401.

Lt. Bill Goss, Multnomah County, Office (251-2422).

Sgt. Bob Boertien, Multnomah County, Office 255-3600, ext. 340.

800643

JOINT OPERATING AND FINANCIAL PLAN

Plan Approval

FOREST SERVICE

By _____
Forest Supervisor

Date _____

BY _____
Area Manager

Date _____

COOPERATOR

By _____
Sheriff

Date _____

Reviewed by County Counsel
for Multnomah County, OR

By _____

Date 3-31-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 4/22/93
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

Patrol route A----to be patrolled daily.

The Scenic Highway to Eagle Creek, Larch Mountain area, and the Camp A Loop with special attention paid to the following:

1. Wahkeena Falls, trailhead and picnic area.
2. Multnomah Falls, vistas and parking areas.
3. Oneonta Trailhead, parking area.
4. Horsetail Falls Trailhead, parking area.
5. Nesmith Trailhead, parking area.
6. Tanner Creek Road.
7. Eagle Creek Trailhead, picnic area and campground.
8. Overlook, adjacent camping and parking areas.
9. Larch Mountain, parking areas, Camp A Loop (if open) and picnic areas.
10. Wahclella Falls Trailhead.
11. Sandy River Delta.

ATTACHMENT B

Patrol route B--secondary route to be patrolled once each week.

Route includes dispersed recreation locations along the Bonneville powerline right-of-way road from Larch Mountain to Gordon Creek road. If this area has been closed by the Forest Service and Bonneville, the patrol will only involve checking the gates at road 1509 and road 20.

Meeting Date: APR 15 1993 APR 22 1993Agenda No.: C-5 C-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: IGA between Multnomah County Sheriff's Office and Oregon
State Marine Board.
 AGENDA REVIEW/ REGULAR MEETING April 22, 1993
 BOARD BRIEFING (date) (date)
 DEPARTMENT Sheriff's Office DIVISION Law Enforcement
 CONTACT Larry Aab TELEPHONE 251-2489
 PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5-10 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):

Intergovernmental Agreement between Multnomah County Sheriff's Office and Oregon State Marine Board. Funding from the Oregon State Marine Board for the Sheriff's Office River Patrol to conduct marine law enforcement activities during FY 93/94.

4/27/93 originals to Larry Aab

CONSENT

(If space is inadequate, please use other side)

SIGNATURES:ELECTED OFFICIAL Bob Skipper Jr.OrDEPARTMENT MANAGER L. E. Amundson

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR -6 AM 10:00
MULTNOMAH COUNTY
OREGON

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 800014

Amendment # _____

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>4/22/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department Sheriff's Office Division Law Enforcement Date March 29, 1993Contract Originator Randy Amundson Phone 251-2401 Bldg/Room _____Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231Description of Contract Funding from the Oregon State Marine Board for the Sheriff's Office
River Patrol to conduct marine law enforcement activities during FY 93/94.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Oregon State Marine BoardMailing Address 435 Commercial St. NESalem, OR 97310-0650Phone Attn: Webb Terwilliger
378-8587

Employer ID # or SS # _____

Effective Date July 1, 1993Termination Date June 30, 1994Original Contract Amount \$ 380,880

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

REQUIRED SIGNATURESDepartment Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]

County Chair/Sheriff _____

Contract Administration
(Class I, Class II contracts only) _____Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

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

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____Encumber: Yes ☐ No ☐

Date _____

Date _____

Date 4-5-93

Date _____

Date _____

VENDOR CODE				VENDOR NAME					TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	025	3316			2322					
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

CONTRACT
BOATING SAFETY AND LAW ENFORCEMENT SERVICES

This contract is by and between the Oregon State Marine Board, hereinafter called the BOARD and Multnomah County Sheriff, hereinafter called the CONTRACTING PARTY under the authority of ORS 830.110 and ORS Chapter 190.

DEFINITIONS

1. "AUTHORIZED EXPENDITURES" shall mean those expenditures authorized by the BOARD as noted in the Marine Safety and Law Enforcement Procedures Manual, which by this reference shall be incorporated into and made part of this contract.
2. "BOARD" shall mean the Oregon State Marine Board.
3. "CONTRACTING PARTY" shall mean the County Sheriff. When a contract is entered into or terminated, such action must be approved by the County Court/County Board of Commissioners.

SERVICES TO BE PROVIDED

The "CONTRACTING PARTY" will provide the following services in order to promote safe boating practices on Oregon's waterways:

1. Enforce the applicable provisions of Oregon Revised Statutes, Chapter 830.
2. Enforce the applicable provisions of Oregon Administrative Rules, Chapter 250.
3. Investigate complaints of boating law violations.
4. Investigate boating accidents.
5. Provide courtesy safety examinations of boats.
6. Alert the public to unsafe boating conditions.
7. Search and rescue services as noted in the Marine Safety and Law Enforcement Procedures Manual.
8. Distribute such public information as may be provided by the BOARD.
9. Marine patrol coverage on all waters within their jurisdiction with a particular emphasis on those waters described in the Fiscal Year 1993/94 Marine Safety and Law Enforcement Program proposed budget which is hereby attached to and made a part of this contract.
10. Implement the program improvements as set forth in the current edition of the Marine Law Enforcement Plan as funding allows.

CONTRACTING PERIOD

This agreement shall be effective from the 1st day of July, 1993 and shall run through the 30th day of June, 1994.

BUDGET

The BOARD will, upon receipt of cost/expenditure documentation, pay to the COUNTY an amount not to exceed the "sub-total" shown in the below listed BOARD column. These payments will be for such boating law enforcement services as are contained in this contract and the attached fiscal year proposed budget.

	State Marine Board	Multnomah County
Personnel Services	\$ 340,243	\$ 379,718
Services and Supplies	35,637	52,447
Capital Outlay	5,000	-0-
Sub-Total	\$ 380,880	\$ 432,165
Total Program	\$ 813,045	

PAYMENT SCHEDULE

Payments to the CONTRACTING PARTY shall be made (X) quarterly, () semi-annually, () annually for authorized expenditures actually incurred in accordance with the Marine Safety and Law Enforcement Procedures manual and SHALL BE PAID WITHIN THIRTY (30) DAYS OF RECEIPT OF A SIGNED STATE MARINE BOARD VOUCHER AND SUPPORTING DOCUMENTATION DENOTING SUCH EXPENDITURES. THIS EXPENDITURE REPORT MUST ALSO DISPLAY THOSE EXPENSES AND/OR EXPENDITURES WHICH WILL CONSTITUTE THE PROGRAM MATCH. The final request for payment must be received at the State Marine Board office no later than July 31 immediately following the conclusion of the contract period.

GENERAL PROVISIONS

1. The CONTRACTING PARTY, its officers, agents and employees shall not be deemed to have assumed any liability for the acts of the BOARD, its officers, agents or employees nor shall the BOARD or any of its officers, employees, or agents be liable for any acts of omissions of the CONTRACTING PARTY, its officers, agents, or employees.
2. During the term of this contract, the CONTRACTING PARTY shall provide insurance to cover all loss, damage or injury to equipment purchased under this contract, in an amount no less than the purchase amount provided by the contract. Such insurance shall be provided by the contract. Such insurance shall be provided by an insurer duly authorized to do business in the State of Oregon, but may be provided by self-insurance. Any proceeds from insurance or self-insurance shall be applied to the repair or replacement of the damaged equipment unless the CONTRACTING PARTY received prior written direction or authorization from the BOARD to otherwise dispose of the proceeds.

3. Standards of performance, discipline of officers, and other matters incident to the performance of such services and the control of personnel shall remain with the CONTRACTING PARTY.
4. Personnel assigned to the duty of boating law enforcement shall be mentally and physically capable of performing the duties to which they are assigned. They shall have a good knowledge of boating laws and the powers, duties, and limitations of authority of police officers. They shall have a thorough knowledge of the operation of small boats and the rules and regulations pertaining to such operations. The officer actually in charge of an individual marine patrol must have completed The Marine Safety and Law Enforcement Training Course as approved by the BOARD.
5. Persons engaged in the boating law enforcement program shall actively cooperate with the BOARD.
6. The CONTRACTING PARTY shall not enter into any subcontracts directly for marine safety and law enforcement services without obtaining prior written approval from the BOARD.
7. The CONTRACTING PARTY shall maintain records to assure conformance with the terms, conditions, and specifications of the contract, and to assure adequate performance and accurate expenditures within the contracting period.
8. The CONTRACTING PARTY shall permit the State of Oregon, the Federal Government, or other duly authorized representatives to audit all records pertaining to this agreement to assure the accurate expenditure of budgeted funds.
9. The CONTRACTING PARTY agrees to maintain in operational conditions any boat or major equipment purchased, whole or in part, by the BOARD. Further, that upon replacement of a boat or major equipment, any proceeds derived from the trade-in or re-sale of a boat or major equipment shall remain in the CONTRACTING PARTY'S marine budget for use in the Marine Safety and Law Enforcement program, and that, further, should this agreement be terminated, all boats or major equipment purchased, whole or in part, with BOARD provided funds shall be returned to the BOARD for reassignment or any proceeds from property disposition are to be utilized in the Marine Safety and Law Enforcement program.
10. The CONTRACTING PARTY agrees that the use of any boat or major equipment purchased by BOARD shall be limited only to activities necessary to carry out the provisions of this contract and such other authorized activities as contained in the effective edition of the Marine Safety and Law Enforcement procedure manual.

TERMINATION CONDITIONS

This contract may be terminated by mutual consent of both parties; by either party on 30 days written notice; or, by either party upon 20 days notice, in writing and delivered by certified mail or in person under any of the following conditions:

800014

- a. If funding from federal, state or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. When possible, and when agreed upon, the contract may be modified to accommodate a reduction in funds.
- b. If federal, state or county regulations or guidelines are modified or changed in such a way that the services are no longer allowable or appropriate for purchase under this contract.

ASSURANCES — NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE	
APPLICANT ORGANIZATION		DATE SUBMITTED

800014

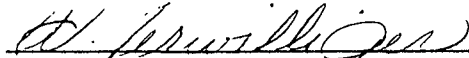
THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTING PARTY, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, DOES HEREBY ACKNOWLEDGE THAT THE REPRESENTATIVE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SIGNATURES

IN WITNESS WHEREOF, this instrument has been executed pursuant to resolutions heretofore duly and legally adopted by each of the parties signatory hereto:

OREGON STATE MARINE BOARD

Multnomah County

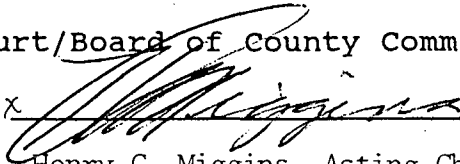

Deputy Director

Sheriff

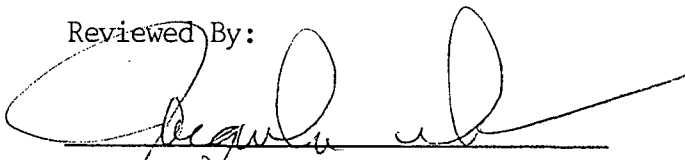
3.23.93
Date

Date

APPROVED: Multnomah County Court/Board of County Commissioners

x 
Henry C. Miggins, Acting Chair

Reviewed By:


Laurence Kressel, County Counsel
Multnomah County, Oregon

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 4/22/93
DEB BOGSTAD
BOARD CLERK

800014



MARINE SAFETY AND LAW ENFORCEMENT PROGRAM
PROPOSED BUDGET

FISCAL YEAR 93/94MULTNOMAH COUNTY

I. FUNDING

<u>Source</u>	<u>Amount</u>	<u>Type</u>
State Marine Board	<u>380,880</u> ✓	Money <input checked="" type="radio"/>
County Match*	<u>\$432,165.</u> ✓	Money <input checked="" type="radio"/> In Kind <input type="radio"/>
Other (if applicable)	_____	Money <input type="radio"/> In Kind <input type="radio"/> (Check applicable boxes)
Total Program	<u>\$813,045.00</u> ✓	

*Minimum 20% match to State Marine Board "Amount".

II. OPERATIONS

A. Patrol Vessels:

OR- <u>5</u> - XCX	OR- <u>17</u> - XCX	OR- <u>181</u> - XCX
OR- <u>6</u> - XCX	OR- <u>95</u> - XCX	OR- <u>183</u> - XCX
	OR-189- XCX	OR -204 - XCX

B. Primary Patrol Activity (If a river specify upstream to downstream limits.)

(1) Body of Water COLUMBIA River - Bonneville Dam to Marshall Beach (River mile 146 to 96)

Active patrol period from July, 1993 to June, 1994
month/year month/year

Total number of weeks 52

Number of patrol units 1 Estimate patrol hours per week summer- 30+
winter- 16

- (2) Body of Water COLUMBIA RIVER ("Chinook Landing") - Corbett to Airport wing-dam (River mile 127 to 110)
- Active patrol period from July to August, '93, and May, June, '94
month/year month/year
- Total number of weeks 18
- Number of patrol units 1 Estimate patrol hours per week 30
- (3) Body of Water COLUMBIA / WILLAMETTE ("Lower River boat") - Airport wing-dam to Marshall Beach, and St. Johns Bridge to mouth (River mile 110 to 96 and River mile 6 to 0)
- Active patrol period from July to Sept., '93, and May, June, '94
month/year month/year
- Total number of weeks 20
- Number of patrol units 1 Estimate patrol hours per week 30
- (4) Body of Water WILLAMETTE RIVER - Elk Rock to mouth (mile 19 to mile 0) AND upper Multnomah Channel
- Active patrol period from September, 1993 to May, 1994
month/year month/year
- Total number of weeks 32
- Number of patrol units 1 Estimate patrol hours per week Sep-Mar 20 Apr-May 32
- (5) Body of Water WILLAMETTE RIVER ("Downtown") - Elk Rock/Willamette Park to Fremont Bridge (River mile 19 to mile 11)
- Active patrol period from July to Sept., '93, and May - June, '94
month/year month/year
- Total number of weeks 20
- Number of patrol units 1 Estimate patrol hours per week 32

C. Secondary Patrol Activity (for waterways receiving random patrol, spot checks, etc.) (If river specify upstream to downstream limits.)
MOBILE

- (1) Body of Water MULTNOMAH CHANNEL - Head to Scappoose (approximately 10 miles)
- Active patrol period from July to Sept., '93, and May, June, '94
- month/year month/year
- Total number of weeks 20
- Number of patrol units 1 Estimate patrol hours per week 16

- (2) Body of Water COLUMBIA RIVER - Phoca Rock to Gary Island (River mile 132 to mile 124) "Rooster Rock"

Active patrol period from July, Aug., '93, and June, 1994

Total number of weeks 12 to 14 (dependent upon water depth at Rooster Rock)

Number of patrol units 1 Estimate patrol hours per week 16

- (3) Body of Water SANDY RIVER - Oxbow Park to mouth

Active patrol period from July, Aug., '93, and April thru June, '94

Total number of weeks 20

Number of patrol units 1 Estimate patrol hours per week 12⁺

- (4) Body of Water _____

Active patrol period from _____ to _____

Total number of weeks _____

Number of patrol units _____ Estimate patrol hours per week _____

- (5) Body of Water _____

Active patrol period from _____ to _____

Total number of weeks _____

Number of patrol units _____ Estimate patrol hours per week _____

III. Personnel

- A. Person in charge and rank Sergeant Curtis Hanson
Phone 288-6788

- B. Number of deputies to be assigned to marine duties Winter - 6
Summer - 11 to 13, + 3 Interns

800014

- (1) 1 Sergeant number of deputies
x 40 hours per week each
x \$37.53 per hour
x 52 weeks = Total \$ 39,033. OMB
- (2) 1 number of deputies
x 10 hours per week each
x \$33.60 per hour
x 52 weeks = Total \$ 17,472. MCSO
- (3) 3 number of deputies
x 40 hours per week each
x \$29.14 (average) per hour
x 52 weeks = Total \$ 181,826. OMB
- (4) 5 number of deputies (4, plus 1.25 of 4 D.A.R.E. Deputies)
x 40 hours per week each
x \$29.79 (average) per hour
x 52 weeks = Total \$ 309,815. MCSO
- (5) 1 number of deputies (Temp.)
x 40 hours per week each
x \$16.50[±] per hour
x 15 weeks = Total \$ 19,800. OMB
- (6) number of deputies UNIT OVERTIME
x hours per week each
x \$ per hour
x weeks = Total \$ 34,653.

D. Interns

- (1) 3 number of persons
x 40 hours per week each
x \$12.25[±] per hour
x 17.5 weeks = Total \$ 25,898 OMB

E. Other Marine Duties (specify)

Sergeant's Admin./ Boat maintenance & repair

- (1) 1 Sergeant number of deputies
x 20 hours per week each
x \$37.53 per hour
x 52 weeks = Total \$ 39,033. OMB
- (2) 1 number of deputies
x 30 hours per week each
x \$33.61 per hour
x 52 weeks = Total \$ 52,431.

F. Total Personnel Services Costs (Total III C, D & E) . . . \$ 719,961.00 ✓

IV Services and Supplies

A.	Fuel <u>10,900[±]</u> gallons x <u>\$1.10[±]</u> per gallon.	Total	\$ <u>12,000</u>	(11,990) ✓ MCSO
B.	Other expendable supplies (oil, grease, etc.) . . .		\$ <u>15,900</u>	MCSO
C.	Training.		\$ <u>2,500</u>	OMB
D.	Indirect		\$ <u>30,148</u>	OMB
E.	Maintenance	Total	\$ <u>17,929</u>	MCSO/\$2,989 OMB
F.	Other (Specify) <u>Communications & Utilities</u> . . .	Total	\$ <u>6,618</u>	MCSO
G.	Services and Supplies Costs (Total IV A,B,C,D,E,&F)		\$ <u>88,084.00</u>	✓

H. Other Marine Equipment

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>		
<u>n/a</u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	Total	\$ <u> </u>

I.	Total Service and Supply Costs (Total IV G & H)		\$ <u>88,084.00</u>	✓
----	---	--	---------------------	---

V. Capital Outlay

<u>Item</u>	<u>Quantity</u>	<u>Unit Cost</u>		
<u>Equipment</u>			Total	\$5,000 OMB
			Total	\$
			Total	\$
			Total	\$
			Total	\$
			Total	\$
			Total	\$

VI. Estimate of Total Program Costs (Total Group III + IV + V) \$813,045.00 ✓

VII. Funding Recap	State Marine Board	County
Personnel Services	<u>\$340,243.</u>	<u>\$379,718.</u>
Services and Supplies	<u>\$ 35,637.</u>	<u>\$ 52,447.</u>
Capital Outlay	<u>\$ 5,000.</u>	<u>\$</u>
Sub-Total	<u>\$380,880.00</u> ✓	<u>\$432,165.00</u> ✓
Total Program Estimate	<u>\$813,045.00</u> ✓	

VIII. Additional Comments: _____

Submitted: _____

Sheriff

Date: _____

3-16-93

Meeting Date: APR 15 1993 APR 22 1993

Agenda Number: C-6 C-6

(Above for Clerk's Office Use Only)

RECEIVED

APR 02 1993

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Subject: Ratification of Amendment #1 with University Hospital

Board Briefing: _____ Regular Meeting: _____
(date) (date)

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

Contact: Kathy Tinkle Telephone: 248-3691

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

Action Requested

☐ Information Only ☐ Policy Direction ☒ Approval

Estimated Time Needed on Board Agenda: 5 Minutes

Check if you require official written notice of action taken: _____

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

Ratification of Amendment #1 between the Multnomah County Mental and Emotional Disabilities Program Office of Child and Adolescent Mental Health and University Hospital for the period July 1, 1992 through June 30, 1993. Amendment #1 reduces Child and Adolescent Mental Health services Medicaid funds to more accurately reflect usage. This action has no fiscal impact on the County or the contract.

4/27/93 originals to KATHY TINKLE

Signatures

Elected Official _____
OR
Department Director *[Signature]*

(All accompanying documents must have required signatures!)

**BOARD OF
COUNTY COMMISSIONERS
1993 APR - 6 AM 9:59
MULTNOMAH COUNTY
OREGON**



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

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

DATE: March 25, 1993

SUBJECT: Approval of Amendment #1 with University Hospital

RETROACTIVE STATUS: Amendment #1 is retroactive to July 1, 1992. The changes and the date are mandated by State Mental Health Division Grant Amendment #41 which was received in late February.

RECOMMENDATION: The Mental Health, Youth, and Family Services Division recommends Chair and Board approval of Amendment #1 between the Mental and Emotional Disabilities (MED)-Office of Child and Adolescent Mental Health (OCAMHS) and University Hospital effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: Amendment #1 has no fiscal impact on the County or the contract. This action represents a re-distribution of Medicaid (Title XIX) allocation based on projected fiscal year 1992/93 need.

Medicaid funds are administered and paid through the Office of Medical Assistance Programs (OMAP). Since no funds pass through the County for Title XIX funded services they are exempt from RFP.

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 100083

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 4/22/93 DEB BOGSTAD BOARD CLERK

Department SOCIAL SERVICES Division MHYFSD Date MARCH 15, 1993

Contract Originator _____ Phone _____ Bldg/Room _____

Administrative Contact KATHY TINKLE Phone 248-3691 Bldg/Room 160/6Description of Contract Amendment #1 decreases Medicaid allocation to reflect accurate usage effective July 1, 1992 thorough June 30, 1993.RFP/BID # N/A IGA Date of RFP/BID _____ Exemption Exp. Date _____ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name UNIVERSITY HOSPITAL
 Mailing Address 3181 SW Sam Jackson Park Rd.
Portland OR 97201
 Phone 494-6060
 Employer ID# or SS# 93-6001786W
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ -0- Title XIX Only
 Total Amount of Agreement \$ Requirements

FS
 Remittance Address P.O. BOX 575
 (If Different) Portland OR 97207

Payment Schedule _____ Terms _____
☐ Lump Sum \$ _____ ☐ Due on receipt
☐ Monthly \$ _____ ☐ Net 30
☐ Other \$ _____ ☐ Other _____
☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director
(Class II Contracts Only) [Signature]County Counsel [Signature]County Chair / Sheriff [Signature]Contract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 30 March 93

Date _____

Date 4-2-93Date 4-22-93

Date _____

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

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

DURATION OF AGREEMENT:	July 1, 1992 TO: June 30, 1993	CONTRACT #:	100083
CONTRACTOR NAME:	University Hospital	TELEPHONE:	494-8548
CONTRACTOR ADDRESS:	3181 SW Sam Jackson Park Road	I.R.S. NUMBER:	93-6001786W
	Portland, OR 97201	MEDICAID #:	041178

This amendment to the contract for social services is made between the Multnomah County Mental Health, Youth and Family Services Division referred to as the "COUNTY" and University Hospital, referred to as the "CONTRACTOR." It is understood by the parties that all conditions and agreements in the original contract not superseded in this amendment are still in force and apply to this amendment.

MEDICAID BILLING ALLOCATION

Subject to the General Conditions and Special conditions attached hereto and by this reference made part of this agreement, the CONTRACTOR agrees to provide Title XIX services within the service element(s) specified below. CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 120.

Service Element	Fund Source	Total Annual Amount	Number of Change	Revised Amount	Revised Units	Basis of payment
Child & Adolescent	MHS 22 MEDICAID	\$104,100	(\$44,100)	\$60,000	0	N/A

SERVICES UNDER FEE-FOR-SERVICE

Service Element	Fund Source	Type of Unit	Rate per Unit
Special Projects/ Partners	MHS 37 State	Psychiatric Evaluations	\$250 maximum per evaluation
		Psychological Evaluation	\$390 maximum per evaluation
		Medical Evaluations	\$200 maximum per evaluation
		Outpatient Services	See Fee Schedule in Special Conditions

AMMENDMENT NARRATIVE:

Medicaid Funding.

(\$44,100) Effective July 1, 1992, decrease in MHS 22 represents a re-distribution of Medicaid allocation across children's programs, based on projected FY93 need.

This action decreases FY93 Medicaid allocation	(\$44,100)
to a revised total of	\$60,000

UNIVERSITY HOSPITAL
AMENDMENT #1

100083

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

CONTRACTOR:

MULTNOMAH COUNTY, OREGON:

By _____ Date _____
Agency Board Chairperson

By *Ray Surfox* 3/15/93
James Edmondson Date
Program Manager

By _____ Date _____
Agency Executive Director

By *Gary W. Smith* 3/29/93
Gary W. Smith Date
Division Director

By *H. C. Miggins* 4/22/93
Henry C. Miggins Date
Multnomah County Acting Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By *Laurence Kressel* 4.2.93
Assistant County Counsel Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 4/22/93
DEB BOGSTAD
BOARD CLERK

Meeting Date: APR 22 1993

Agenda No: C-7

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement to Purchase Resident Council Training Program for Robert Wood Johnson Grant Project from Portland State University, Institute on Aging

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464

PERSON(S) MAKING PRESENTATION: Norm Monroe/Cecile Pitts

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Housing and Community Services Division, Community Development Program, requests approval of an intergovernmental agreement with Portland State University, Institute on Aging, which allocates \$4,000 of Robert Wood Johnson grant funds to purchase development of a training program and provision of technical assistance on the subject of resident councils in assisted living facilities for the elderly.

This contracted service was included in the grant proposal to the Robert Wood Johnson Foundation.

CONTRACT NUMBER: 104273

4/27/93 originals to Cilla Murray

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Gary Nakao (ac)
(All accompanying documents must have required signatures)

igaioa4a

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 AM 10:09
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao*
Department of Social Services

FROM: Norm Monroe, Director *NM*
Housing and Community Services Division

DATE: March 23, 1993

SUBJECT: Contract with Portland State University, Institute on Aging

Retroactive Status: The contract with Portland State University, Institute on Aging is retroactive to March 15, 1993, to allow for immediate start-up of time-limited, grant-funded services. Processing was delayed pending final negotiations over work plan.

Recommendation: The Housing and Community Services Division, Community Development Program recommends Board of County Commissioner approval of the attached contract with Portland State University, Institute on Aging, for the period March 15, 1993 through June 30, 1994.

Analysis: The Housing and Community Services Division, Community Development Program has received a Robert Wood Johnson grant to provide supportive services in assisted living facilities for the elderly. This \$4,000 contract with Portland State University, which was included in the grant proposal, develops a training curriculum for resident managers on how to work effectively with resident councils; the contract also provides for technical assistance to be available to the project's coordinator on this subject for the duration of the grant period, through June 30, 1994.

Background: Funds for this contract are included in the Housing and Community Services Division budget (Bud Mod DSS #45). Portland State University was selected as a contractor through a request for proposal process administered by the program.

~~This project is being coordinated and jointly funded with Aging Services~~
Division. The grant proposal; was jointly developed by the two Divisions;
only Housing and Community Services Division could submit the grant proposal
as a housing development agency.

igaioa42

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104273Amendment # -

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-7</u> DATE <u>4/22/93</u> <u>DEB BOGSTAD</u> BOARD CLERK

Department Social Services Division HCSD Date March 24, 1993Contract Originator Cilla Murray Phone 248-5464 Bldg/Room B161/2nd FloorAdministrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd FloorDescription of Contract Develops a training program for target audience of managers of senior retirement facilities.

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

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name Institute on Aging, Portland StateMailing Address PO Box 751Portland, OR 97207-0751Phone (503) 725-4040

Employer ID# or SS# _____

Effective Date March 15, 1993Termination Date June 30, 1994

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 4000 exp _____Remittance Address _____
(If Different) _____

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input checked="" type="checkbox"/> Other \$ <u>as per contract</u>	<input type="checkbox"/> Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____**REQUIRED SIGNATURES:**Department Manager Gary Nakao (ac)Purchasing Director
(Class II Contracts Only) William D. RyanCounty Counsel William D. RyanCounty Chair / Sheriff William D. RyanContract Administration
(Class I, Class II Contracts Only) _____Encumber: Yes ☐ No ☐Date 3-26-93

Date _____

Date 4/5/93Date 4/22/93

Date _____

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5582			6110			RWJ	\$2,000.	
02.	156	010	1715			6110		1727	title XIX	\$2,000.	
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

PINK - FINANCE

104273

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into upon execution, by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon and Institute of Aging, Portland State University, (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY's Housing and Community Services Division requires services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described, and

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

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

1. Term.

The term of this Agreement shall be from March 15, 1993 through June 30, 1994, unless sooner terminated under the provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following, as detailed in the attached Request for Proposal and CONTRACTOR'S response:

A. Organize training program for resident managers (est. 80 hours primarily during the first quarter of the program). This includes monthly trainings over the course of the year. The consultant is expected to:

- 1) Develop a draft training schedule including topics and presenters.
- 2) Attend the initial two trainings to assess the proposed program, as well as develop modification proposals as appropriate.

B. Use resources from recent research and demonstration projects, including the implementation manual for public housing resident councils developed by Susan Lanspery of Brandeis University, in providing ongoing technical assistance to the Coordinator in implementing successful resident councils. (est 80 hours throughout program year.)

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR up to \$4,000 for performance of those services provided hereunder, in accordance with the following conditions:

1) CONTRACTOR shall bill COUNTY based on the number of hours worked. COUNTY staff shall review the request for payment in comparison to the portion of the job completed. Discrepancies shall be resolved by CONTRACTOR and COUNTY prior to accepting the bill.

2) Payment shall be in five (5) parts upon receipt of an invoice and report of completed work within the framework of estimated hours specified in the RFP (i.e, 80 hours for training program, concentrated in the first quarter of the project, and 80 hours of technical assistance to the Coordinator in implementing successful resident councils throughout the project period), per the following schedule:

■ June 30, 1993: \$1,500 on completion of:

- a) Design of the training program for resident managers, including schedule, topics, and presenters.
- b) Attendance at the initial two trainings, and at as many subsequent trainings as possible, to assess the training program and design

modifications as appropriate (est. 50 hours)

c) Consultation with the Coordinator (est 10 hours) to:

- Establish a mutual understanding of the purpose, goals, content, and procedures of the training program for resident managers, and

- Establish a foundation for the implementation of tenant councils, including development of a mission statement, identification of goals, selection of criteria by which success will be measured, and design of a process for identifying and solving implementation problems.

- September 30, 1993: \$750 on completion of:

- a) Continued assessment and modification of training program and training for resident managers of the new facilities (est 10 hours).

- b) 20 hours of technical assistance related to the implementation of the resident councils.

- December 31, 1993: \$750 on completion of:

- a) Ongoing assessment and modification of training program (est 10 hours)

- b) 20 hours of technical assistance related to the implementation of the resident councils.

- March 31, 1994: \$625 on completion of:

- a) Ongoing assessment and modification of training program (est 10 hours)

- b) 15 hours of technical assistance related to the implementation of resident councils, including planning for turnover within the resident council members as well as among the resident managers of the facilities in the project, and leadership development among the council members.

- June 30, 1994: \$375 on completion of:

- 15 hours of technical assistance related to the implementation of the resident councils, especially focused on planning for the ongoing training needs of resident managers as well as developing procedures for the ongoing training, support, and empowerment of the resident councils.

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

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR shall be an independent contractor for all purposes and shall be entitled to no compensation other than all the compensation provided for under paragraph 3 of this Agreement.

B. CONTRACTOR acknowledges responsibility for liability arising out of the performance of this Agreement and shall defend and hold COUNTY harmless from and indemnify COUNTY for any and all liability, settlements, loss, costs and expenses in connection with any action, suit or claim resulting or allegedly resulting from activities under or services provided pursuant to this Agreement.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised

statutes. Out-of-state employers must provide Oregon Worker's Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

B. In the event that CONTRACTOR's Workers' Compensation insurance coverage is due to expire during the term of this Agreement, CONTRACTOR agrees to renew such insurance before such expiration and to provide COUNTY a certificate of Workers' Compensation insurance coverage under such renewal contracts.

6. Contractor Identification.

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service, or CONTRACTOR's Social Security Number, as COUNTY deems applicable.

7. Subcontracts and Assignment.

CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without obtaining prior written approval from COUNTY; COUNTY by this Agreement incurs no liability to third persons for payment of any compensation provided herein to CONTRACTOR.

8. Access to Records.

COUNTY shall have access to such books, documents, papers, and records of CONTRACTOR as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

9. Work is Property of County

All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

10. Adherence to Law.

A. CONTRACTOR shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning Workers' Compensation, and minimum and prevailing wage requirements.

B. Unless exempted under the rules, regulations and relevant orders of the Secretary of Labor, 41 CFR, Ch. 60, CONTRACTOR agrees to comply with all provisions of Executive Order No. 11246 as amended by Executive Order No. 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4, which states, "No qualified person shall, on the basis of handicap, be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from Federal financial assistance." CONTRACTOR will also comply with all applicable laws, rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

C. Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

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

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

D. By signature on this contract, CONTRACTOR certifies compliance with the requirements of the federal "Drug-Free Workplace Act of 1988."

11. Modification.

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. Integration.

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

13. Non-Violation of Tax Laws.

CONTRACTOR hereby certifies under penalty of perjury that to the best of CONTRACTOR's knowledge, CONTRACTOR is not in violation of any Oregon tax laws described in ORS 305.380(4).

14. Early Termination.

A. This Agreement may be terminated prior to the expiration of the agreed-upon term:

1) Immediately upon mutual written consent of the parties, or at such time as the parties agree; or

2) By either party upon 30 days' written notice to the other, delivered by certified mail or in person.

B. Payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

Standard Workers' Compensation and Employers' Liability Policy

INFORMATION PAGE

For Policy No. A419503S120

1. Entity Insured: POL.SUB: STATE

Interested Parties

STATE OF OREGON
PORTLAND STATE UNIVERSITY
PO BOX 751
PORTLAND OR 97207

RAMALEY JUDITH A

Other workplaces not shown above:

OTHER LOCATION
OTHER LOCATION1620 SW PARK PORTLAND
617 SW MONTGOMERY # PORTLANDOR
OR

2. THE POLICY PERIOD is from 07-01-92, 12:01 A.M. to 07-01-93, 12:01 A.M., at the insured's mailing address.

3. A. WORKERS COMPENSATION INSURANCE: PART ONE of the policy applies to the Workers' Compensation Law of the states listed here: OREGON

B. EMPLOYERS LIABILITY INSURANCE: PART TWO of the policy applies to work in each state listed in item 3.A.

The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 100,000	each accident
Bodily Injury by Disease	\$ 100,000	each employee
Bodily Injury by Disease	\$ 500,000	policy limit

C. OTHER STATES INSURANCE: PART THREE of the policy applies to the states, if any listed here:

D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:

00 04 14 OWNERSHIP CHNGE 36 03 01 OR UNSAFE EQUIP 99 05 01 PD LOSS 1 YR

4. THE PREMIUM for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Estimated Annual Remuneration	Rate Per \$100	Estimated Annual Premium
STATE AGENCIES-ALL VOLUNTER WORKERS	9499	\$53,112,696	2.40	\$1,274,705
Subtotal				\$1,274,705
Exp. Mod: 1.00		Exp. Rated Premium:		\$1,274,705
Expense Constant: \$0		Total Est. Annual Premium:		\$1,274,705
Minimum Premium: \$0.00		Standard Rates apply		

Final Premium to be Determined Retrospectively

(continued on next page)

Standard Workers' Compensation and Employers' Liability Policy

INFORMATION PAGE

For Policy No. A419503S120

(continued from previous page)

STATE CHAIRMAN
1/27/93
This Information Page supersedes and cancels all pages previously issued for the above policy number. 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 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Meeting Date: APR 22 1993

Agenda No: C-8
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with City of Fairview for
Sanitary Sewer Replacement, Replace Culverts in Fairview Creek,
and Storm Drainline in Depot Street

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Karen Whittle TELEPHONE: 248-3631

PERSON(S) MAKING PRESENTATION: Norm Monroe/Karen Whittle

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: _____

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

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

The Housing and Community Services Division recommends approval of the intergovernmental agreement with the City of Fairview which allocates \$265,327 of federal Community Development Block Grant (CDBG) funds to assist the City replace a sanitary sewer truck in Fairview Avenue, replace culverts in Fairview Creek and construct a storm drain line in Depot Street. This project is included in the list of 1992 and 1991 CDBG projects already approved by the Board of County Commissioners and submitted to the U.S. Department of Housing and Urban Development.

4/23/93 originals to Karen Whittle

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 AM 10:09
MULTNOMAH COUNTY
OREGON

kw\fair.apf



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

TO: Gladys McCoy, County Chair

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

FROM: Norm Monroe, Director
Housing and Community Services Division *[Signature]*

DATE: March 15, 1993

SUBJECT: Intergovernmental Agreement with City of Fairview

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement with the City of Fairview, for the period upon execution through September 30, 1994.

Analysis: The Housing and Community Services Division has allocated \$265,327 in federal Community Development Block Grant funds to assist the City of Fairview in completing Fairview Avenue Sanitary Sewer Trunk Replacement, Fairview Creek Culvert Replacement, and Depot Street Storm Drainage and Bridge Street Culvert Replacement.

Background: Funds for this contract are included in the Housing and Community Services Division budget. The street improvement project is part of the list of neighborhood revitalization projects identified in the 1992 and 1991 Community Development Block Grant Program. The project list was reviewed by the Policy Advisory Board, approved by the Board of County Commissioners, and submitted to the U.S. Department of Housing and Urban Development.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104333

Amendment # —

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-8</u> DATE <u>4/22/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
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Department Social Services Division Community Devel. Date 3/15/93

Contract Originator Karen Jones Whittle Phone X3631 Bldg/Room 412

Administrative Contact Cilla Murray Phone X5464 Bldg/Room 161/2nd

Description of Contract Four projects in Fairview: 1) Replace insufficient sewer line in Fairview Avenue; 2) Replace undersized culvert in Fairview Creek; 3) Construct 12-inch and 15-inch storm drain lines in Depot Street. 4) Replace Bridge St.

RFP/BID # _____ Date of RFP/BID 2/24/92 & 2/19/91 Exemption Exp. Date Culvert

ORS/AR # _____ Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Fairview

Mailing Address 300 Harrison Street
Fairview, OR 97024

Phone 665-7929

Employer ID # or SS # _____

Effective Date upon execution

Termination Date September 30, 1994

Original Contract Amount \$ 265,327

Amount of Amendment \$ _____

Total Amount of Agreement \$ 265,327

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director
(Class II Contracts Only) [Signature]

County Counsel [Signature]

County Chair/Sheriff [Signature]

Contract Administration
(Class I, Class II contracts only) [Signature]

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

☐ Lump Sum \$ _____ ☒ Due on receipt

☐ Monthly \$ _____ ☐ Net 30

☐ Other \$ _____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed \$ _____

Encumber: Yes ☐ No ☐

Date 1 April 93

Date _____

Date 3/30/93

Date 4/22/93

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	5474			6060			Fairview S. Sewer	\$23,160.	
02.	156	010	5491			6060			Fairview Cr Culvert	66,900.	
03.	156	010	5497			6060			Depot Storm Drain	73,767.	

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

CANARY - INITIATION

GREEN - FINANCE

421/1st Flr

106/1430

CONTRACT NO. 104333

Fund	Agency	Organization	Object	Description	Amount
156	010	5494	6060	Bridge St. Culvert	\$40,138
156	010	5470	6060	Bridge St. Culvert	\$61,362

Contract Number: 104333

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF FAIRVIEW

for the Completion of

Fairview Avenue Sanitary Sewer Trunk Replacement, Project (91-4)
Fairview Creek Culvert Replacement, Project (92-3)
Depot Street Storm Drainage, Project (92-5)
Bridge Street Culvert, Project (90-3,91-1)

This agreement, entered into this ____ day of _____ 1992, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Fairview (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

MULTNOMAH COUNTY

CITY OF FAIRVIEW

By Norm Monroe /RM _____ By Fred M Carlson _____
Housing & Community Services _____ Date _____ Fred Carlson, Mayor _____ Date _____
Division Director

By H C Miggins 4/27/93
Henry C. Miggins _____ Date _____
Multnomah County Acting Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay 3/31/93
John L. DuBay _____ Date _____

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 4/22/93
DEB BOGSTAD
BOARD CLERK

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.

B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Housing and Community Services Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Housing and Community Services Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in

another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Housing and Community Services Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

A. The County will compensate the City for the services specified in Exhibits A-1, A-2, A-3, A-4 in an amount not to exceed:

Fairview Avenue Sanitary Sewer Trunk	\$23,160.00
Fairview Creek Culvert Replacement	\$66,900.00
Depot Street Storm Drainage	\$73,767.00
Bridge Street Culvert	\$101,500.00

Total compensation for the above listed projects is \$265,327 for the period of March 1, 1993 through September 30, 1994. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.

B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.

C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.

D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Housing and Community Services Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS INDEMNIFICATION, and WORKERS COMPENSATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement. This indemnification is subject to the limitations of public body liability set forth in Oregon Constitution and Oregon Tort Claims Act.
- C. The City shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Housing and Community Services Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;
 - (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;

- (3) Block Grant funds become no longer available from the Federal Government or the County;
 - (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502.

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Housing and Community Services Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Housing and Community Services Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by April 1, 1993, October 1, 1993, and April 1, 1994 and submit to the Housing and Community Services Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A-1, A-2, A-3. Budget Summaries
 - B. Scope of Services
 - C. Authorization Signature Card
 - D. Voucher Request
 - E. Project Progress Statement
 - F. Required Records

EXHIBIT A-1

Fairview Avenue Sanitary Sewer Trunk Replacement

Project Number 91-4Project Year 1991LGFS No. 5474BUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of FairviewAddress: P.O. Box 337City: Fairview State Oregon Zip 970241. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$ 5,327.00
15. Construction Contracts	\$	\$ 17,833.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 23,160.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 23,160.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$	
2. State		
3. Local Match	\$ 6,000.00	(Construction \$4620;
4. County	\$	Engr. \$1380)
5. In-Kind Service & Supply	\$	
6. Other (detail)		
7. Subtotal	\$ 6,000.00	
8. Housing & Comm. Dev.	\$ 23,160.00	
9. TOTAL PROJECT COST	\$ 29,160.00	

III. AUTHORIZATION:

Date

Fred M Carlson

Authorized Signature for Project
Fred Carlson, Mayor City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

Fairview Creek Culvert Replacement

Project Number 92-3Project Year 1992LGFS No. 5491BUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of FairviewAddress: P.O. Box 337City: Fairview State Oregon zip 970241. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$ 66,900.00
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 66,900.00

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 66,900.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 66,900.00
9. TOTAL PROJECT COST	\$ 66,900.00

III. AUTHORIZATION:

Date

Fred M Carlson
Authorized Signature for Project
Fred Carlson, Mayor City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT A-3

Depot Street Storm drainage Project

Project Number 92-5Project Year 1992LGFS No. 5497BUDGET SUMMARY
Community Development Block GrantLegal Name of Entity City of FairviewAddress: P.O. Box 337City: Fairview State Oregon Zip 970241. BUDGET LINE ITEMS:A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$	
10. Operating Supplies			
11. Communications			\$
12. Travel and Training			
13. Legal and Public Notices			
14. Professional Services		\$	\$
15. Construction Contracts		\$	\$ 73,767.00
16. Other: Exhibits/Fixtures		\$	\$
17. TOTAL MATERIALS AND SERVICES			\$ 73,767.000

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

		\$
--	--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 73,767.00

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 13,018.00
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 73,767.00
9. TOTAL PROJECT COST	\$ 86,785.00

III. AUTHORIZATION:

Date

Authorized Signature for Project
Fred Carlson, City of Fairview

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

EXHIBIT A-4

Project Number 90-3, 91-1

Project Year 1990/1991

LGFS No. 5494, 5470

BUDGET SUMMARY
Community Development Block Grant

Legal Name of Entity City of Fairview

Address: 300 Harrison Street Mail: PO Box 337

City: Fairview State Oregon Zip 97024

1. BUDGET LINE ITEMS:

A. PERSONNEL SERVICES:

1. Number of Employees	2. Job Title	3. Total Salary	4. Portion Chargeable to Community Development Block Grant
		\$	\$
5. Subtotal		\$	\$
6. Extra Help/Overtime			
7. Fringe Benefits			
8. TOTAL PERSONNEL COSTS		\$	\$

B. MATERIALS AND SERVICES:

9. Office Supplies		\$
10. Operating Supplies		
11. Communications		\$
12. Travel and Training		
13. Legal and Public Notices		
14. Professional Services	\$	\$
15. Construction Contracts	\$	\$ 101,500
16. Other: Exhibits/Fixtures	\$	\$
17. TOTAL MATERIALS AND SERVICES		\$ 101,500

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

\$

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 101,500

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$
2. State	
3. Local Match	\$ 14,640*
4. County	\$
5. In-Kind Service & Supply	\$
6. Other (detail)	
7. Subtotal	\$
8. Housing & Comm. Dev.	\$ 101,500
9. TOTAL PROJECT COST	\$ 116,140

*Two county funded culverts will be constructed and serve as matching funds.

III. AUTHORIZATION:

3-18-92

Date

Fred M Carlson

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on _____, 19____ by _____.

Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City with the advice of the County will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the City's Community Development Grant application for this project.
- (2) The City will submit these materials and estimates to the County for review and comment at least five (5) working days before requesting bids for construction.
- (3) The City with the advice of the County will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities of owners of the project, except that the County will provide funds for the improvement generally described below.
- (4) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The specific projects to be made under this Agreement consist of:
 - (a) Fairview Avenue Sanitary Sewer Trunk Replacement - Replace 380 LF of insufficiently graded sewer line with steeper grade 15-inch sewer line in middle, flat section of Fairview Avenue.
 - (b) Fairview Creek Culvert Replacement - Replace undersized culvert at private drive with proper sized culvert in Fairview Creek.
 - (c) Depot Street Storm Drainage Project - Construct 1000 L.F. of 12" and 15" storm drain line including manholes (4) and catch basins (8) beginning at Fourth Street and running east along Depot Street to First Street, then jogging south and east across First Street to join an existing line which accesses Fairview Creek.
 - (d) Bridge Street Culvert - Replace undersized culvert at Bridge Street with proper sized culvert in Fairview Creek.
- (5) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.

- (6) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.
- (7) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement. The City will provide the County with one set of final record documents ("As-Built" plans) which are stamped, certified, and signed.
- (8) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 91-4, 92-3,

92-5, 90-3, 91-1

Project Year 1990, 1991

LGFS No. 5474, 5491, 5497

AUTHORIZATION SIGNATURE CARD

5494, 5470

Program Name:

Fairview Avenue Sanitary Sewer Trunk Replacement, Project (91-4)

Fairview Creek Culvert Replacement, Project (92-3)

Depot Street Storm Drainage, Project (92-5)

Applicant's Name The City of Fairview

Address P.O. Box 337

City, State, Zip Fairview, Oregon 97024

Telephone Number 665-7929

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)

Marilyn Holstrom

SIGNATURE

Marilyn Holstrom

I certify that the signatures above are of the individuals authorized to execute financial documents.

Date

Fred M. Carlson
Signature of Authorized Official

Mayor, City of Fairview

Title of Authorized Official

EXHIBIT D

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: _____ Project No. _____

Check when this is final Request: _____ LGFS No.: _____

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
	\$	\$	\$	

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

PAYMENTS IN TRANSIT: _____ (LESS % RETENTION): _____

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED

SIGNATURE _____

NAME _____

DATE _____

Do not write below this line.

Reviewed and Approved _____

Date to Finance _____

This progress report is due April 1, 1993, October 1, 1993, and April 1, 1994.

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

- * On time
- Ahead of Schedule
- Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Relocation - Indication of the overall status of the relocation workload and separate relocation record for each person, business, organization, and farm operation displaced or in the relocation workload.
- D. Property Acquisition - City files must contain the following records:
 - (1) Official Determination to Acquire - A citation of the action that constitutes the official determination to acquire, the date of the action, and the applicable HUD grant number.
 - (2) Notice of Intent to Acquire the Property - A copy of the notice, citation of the date of transmittal to owner, and evidence of receipt by the owner.
 - (3) Preliminary Acquisition Notice - A citation of the date of transmittal to the owner and evidence of receipt by owner. (NOTE: HUD reviewer will need to be assured that notice actually was transmitted.)
 - (4) Invitation to Accompany Appraiser - Evidence that owner was invited to accompany each appraiser on his inspection of the property.
 - (5) Appraisal Reports - A copy of each appraisal report, including reviewer's report, on which determination of just compensation was based.
 - (6) Determination of Just Compensation - A copy of the resolution, certification, motion or other document constituting the determination of just compensation.
 - (7) Purchase Offer - A copy of written purchase offer of just compensation, including all basic terms and conditions of such offer, and a citation of the date of delivery to the owner. This date is the initiation of negotiations.

- (8) Statement of the Basis for the Determination of Just Compensation - A copy of the statement and an indication that it was delivered to the owner with written purchase offer.
- (9) Purchase Agreement, Deed, Declaration of Taking, Tenant Waivers - A copy of each such document and any similar or related document utilized in conveyance.
- (10) Settlement Cost Reporting Statement - A copy of the statement.
- (11) Purchase Price Receipt - Evidence of owner receipt of purchase price payment.
- (12) Ninety Days Notice to Surrender Possession of Premises - A copy of the notice. As an alternative, a copy of this notice may be included in the relocation or property management file.

As provided in 24 CFR 570.606, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and HUD's implementing regulations in 24 CFR Part 42 apply to all real property acquisitions by a grantee for an assisted CDBG program activity, regardless of the source of funding for the acquisition itself.

- E. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- F. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- G. Such other records as may be required by the County and/or HUD.

Meeting Date: APR 22 1993

Agenda No: C-9
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with City of Portland for Harney
Park Improvements

Board Briefing: _____ Date _____ Regular Meeting: _____ Date _____

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Karen Whittle TELEPHONE: 248-3631

PERSON(S) MAKING PRESENTATION: Norm Monroe/Karen Whittle

ACTION REQUESTED:

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

ESTIMATED TIME NEEDED ON AGENDA: _____

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

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

The Housing and Community Services Division recommends approval of the intergovernmental agreement with the City of Portland, which allocates \$50,000 of federal Community Development Block Grant (CDBG) funds to assist the City develop Harney Park. This project is included on the list of CDBG projects already approved by the Board of County Commissioners and submitted to the U.S. Department of Housing and Urban Development.

Contract #104B03

4/23/93 originals to Karen Whittle

SIGNATURES:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [Signature]

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 PM 2:34
MULTNOMAH COUNTY
OREGON

trout93a.kw



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
HOUSING AND COMMUNITY SERVICES DIVISION (503) 248-3339
COMMUNITY DEVELOPMENT PROGRAM OFFICE (503) 248-5000
2115 S.E. MORRISON
PORTLAND, OREGON 97214
FAX: (503) 248-3048

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Norm Monroe, Director
Housing and Community Services Division *nm/RE*

DATE: March 15, 1993

SUBJECT: Intergovernmental Agreement with City of Portland

Recommendation: The Housing and Community Services Division recommends Board of County Commissioner approval of the attached intergovernmental agreement with the City of Portland, for the period upon execution through September 30, 1994.

Analysis: The Housing and Community Services Division has allocated \$50,000 in federal Community Development Block Grant funds to assist the City of Portland in completing Harney Park Improvements. The project involves the planning and development of Harney Park including site preparation, installation of a fence, pathways, sports courts and landscaping.

Background: Funds for this contract are included in the Housing and Community Services Division budget. The Harney Park improvements project is part of the list of neighborhood revitalization projects identified in the Community Development Block Grant Program. The project list was reviewed by the Policy Advisory Board, approved by the Board of County Commissioners, and submitted to the U.S. Department of Housing and Urban Development.

trout93a.kw

**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104363Amendment # —

CLASS I <input type="checkbox"/> Professional Services under \$25,000	CLASS II <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	CLASS III <input checked="" type="checkbox"/> Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>4/22/93</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	---	---

Department Social Services Division Community Development Date March 15, 1993Contract Originator Karen Jones Whittle Phone X3631 Bldg/Room 412Administrative Contact Cilla Murray Phone X5464 Bldg/Room 161/2ndDescription of Contract Plan and develop a 7.14 acre park including site preparation, installation of fence, pathways, sports court and landscaping.RFP/BID # --- Date of RFP/BID 4/15/90 Exemption Exp. Date ---ORS/AR # --- Contractor is ☐ MBE ☐ WBE ☐ QRFContractor Name City of PortlandMailing Address 1120 SW 5th Ave.Portland, OR 97204Phone 796-6148Employer ID # or SS # ---Effective Date Upon executionTermination Date September 30, 1994Original Contract Amount \$ 50,000Amount of Amendment \$ ---Total Amount of Agreement \$ 50,000Remittance Address ---
(If Different)Payment Schedule --- Terms ---☒ Lump Sum \$ --- ☒ Due on receipt☐ Monthly \$ --- ☐ Net 30☐ Other \$ --- ☐ Other ---☐ Requirements contract - Requisition required.Purchase Order No. ---☐ Requirements Not to Exceed \$ ---Encumber: Yes ☐ No ☐Date 7 April 93Date ---Date 3/30/93Date 4/23/93Date ---**REQUIRED SIGNATURES:**Department Manager [Signature]Purchasing Director [Signature]

(Class II Contracts Only)

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

(Class I, Class II contracts only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		INC/DEC IND
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	
01.	156	010	5415			6060			Harney Park	\$50,000.	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION

421/1st Flr

CANARY - INITIATION

GREEN - FINANCE

106/1430

Contract Number: 1041363

AGREEMENT BETWEEN
MULTNOMAH COUNTY, OREGON

and

THE CITY OF PORTLAND

for the Completion of

Harney Park Improvement (89-3)

This agreement, entered into this ____ day of _____ 1993, between Multnomah County, State of Oregon (hereinafter referred to as the "County"), and the City of Portland (hereinafter referred to as the "City"):

RECITALS

- A. The County is an urban county applicant for block grant funds under the Housing and Community Development Act of 1974 (the Act), Pub. L. 93-383 as amended, and will receive block grant funds for the purpose of carrying out eligible community development and housing activities under the Act and under regulations promulgated by the Department of Housing and Urban Development (HUD) at 24 CFR Part 570;
- B. The County and various cities and organizations within the County, including the City, have agreed to cooperate in the undertaking of essential community development and housing assistance activities.
- C. The County desires to have certain services performed by the City as described within this agreement for the purpose of implementing eligible activities under the Act and HUD regulations;
- D. It is appropriate and mutually desirable that the City be designated by the County to undertake the aforementioned eligible activities, so long as the requirements of the Act, HUD Regulations, state law and local law are adhered to, as provided for herein;
- E. The purpose of this agreement is to provide for cooperation between the County and the City, as the parties in this agreement, in implementing such eligible activities in the manner described above;
- F. The parties are authorized and empowered to enter into this agreement by ORS 190.010 et seq. by the Constitution of the State of Oregon; and

G. In consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree as provided for in this agreement.

THE CITY OF PORTLAND

J. E. Bud Clark, Mayor

Signature

for: Mike Lundberg, President of Council

Date 10-07-91

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. McGinnis

Multnomah County Acting Chair

Date

Norm Monroe / R.E.
Housing & Community Services
Division Director

Date

APPROVED AS TO FORM:

Jeffrey L. Rogers,
Christopher P. Thomas, City Attorney
For City of Portland

By:

APPROVED AS TO FORM

CITY ATTORNEY

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

John L. DuBay

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 4/22/93
DEB BOGSTAD
BOARD CLERK

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PART I. GENERAL CONDITIONS

1. SCOPE OF AGREEMENT

The Agreement between the parties will consist of the signature page, the general conditions; the federal, state and local program requirements; the evaluation and record keeping requirements; each and every project exhibits incorporated in the Agreement; all matters and laws incorporated by reference herein; and any written amendments made according to the general conditions. This Agreement supersedes any and all former agreements applicable to projects attached as exhibits to this Agreement.

2. SCOPE OF SERVICES

The City will perform and carry out in a satisfactory and proper manner the services set forth in Exhibits A and B attached hereto. In the case of multiple projects, each project will correspond to separate exhibits. The Agreement may be amended from time to time in accordance with the general conditions for the purpose of amending the scope of work or for any other lawful purpose.

3. COMMENCEMENT AND TERMINATION OF PROJECTS

- A. Upon release of project-related funds by HUD pursuant to 24 CFR Pt. 58, the County will furnish the City with written notice to proceed. No work on the project shall occur prior to the notice to proceed without written approval from the County.
- B. All project monies will be either obligated or expended within the program year they are authorized unless specifically authorized to extend into the next year by the County Community Development Division.

4. ADMINISTRATION

The City will appoint a liaison person who will be responsible for overall administration of block grant funded project(s) and coordination with the County's Community Development Division. The City will also designate one or more representatives who will be authorized to sign the Invoice for Services Provided and any other forms which may be required. The names of the liaison persons and representatives will be specified in the exhibits.

The City will furnish to Multnomah County, its employer identification number, as designated by the Internal Revenue Service.

5. OPERATING BUDGET

The City will apply the funds received from the County under this Agreement in accordance with the budget summary submitted by the City to, and approved by, the County. Such budget summary is attached to this Agreement as an exhibit. No line-item expense in the budget will be expended in excess of 10% without an equal underexpenditure in another line item. Any line items that will be expended in excess of 10% require a budget revision approved by the Community Development Division. The budget revisions will specifically state the reasons for the requested increase and a justification for the corresponding decrease in another line item.

6. COMPENSATION, METHOD OF PAYMENT AND TERM OF AGREEMENT

- A. The County will compensate the City for the services specified in the exhibits in an amount not to exceed the total of \$50,000 for the period of March 1, 1993 through September 30, 1994. The County certifies that sufficient funds exist in its Letter of Credit with the Federal Treasury to cover its contribution under this Agreement.
- B. Payment will be requested by the City on a reimbursement basis by submitting an Invoice for Services Provided and a monthly summary of program progress and accomplishments, the forms to be signed by the City's authorized representative in a manner prescribed by the County.
- C. This contract is subject to future appropriations by the Multnomah County Board of Commissioners.
- D. The County will make payment to the City as soon as practicable but not more than thirty (30) days after said invoice is received and approved by the Community Development Division unless specific other payment arrangements are agreed to by County and City.

7. FUNDING ALTERNATIVES AND FUTURE SUPPORT

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

- B. The County makes no commitment to future support and assumes no obligation for future support of the activities contracted for herein, except as expressly set forth in this Agreement.
- C. Should anticipated sources of revenue not become available to the County for use in the Housing and Community Development Program, the County will immediately notify the City in writing and the County will be released from all contracted liability for that portion of the Agreement covered by funds not received by the County.

8. OPERATION/MAINTENANCE

The City agrees to maintain and operate the Project for eligible activities pursuant to HUD regulations. In the event the City fails to so maintain and operate the Project, the County may, at its option, take possession of the Project and operate and maintain the Project for any lawful purpose. The subcontracting of any operation and maintenance functions is subject to the provisions of paragraph 11 below.

9. AMENDMENTS

Either party may request modifications in the scope of services, terms or conditions of this Agreement. Proposed modifications which are mutually agreed upon will be incorporated by written amendment to this Agreement.

A written amendment may affect a project or projects authorized by this Agreement or may be of general application.

10. ASSIGNMENT AND SUBCONTRACTING

- A. The City will not assign any portion of this Agreement without the written consent of the County, and it is further agreed that said consent must be sought by the City not less than 15 days prior to the date of any proposed assignment.
- B. Any work or services assigned or subcontracted hereunder will be subject to each provision of this Agreement and proper bidding procedures contained therein. The City agrees that it is as fully responsible to the County for the acts and omissions of its subcontractors and of their employees and agents, as it is for the acts and omissions of its own employees and agents.
- C. The City agrees not to enter into any contract or subcontract or any other agreement under this Agreement without the prior written approval of the County.

11. HOLD HARMLESS AND INDEMNIFICATION

- A. The City further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement or County Block Grant Program Policy.

- B. The City agrees to protect and save the County, its elected and appointed officials, agents, and employees while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of the City's employees or third parties on account of personal injuries, death or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the City and/or its agents, employees, subcontractors or representatives under this Agreement.
- C. The City shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised statutes. Out-of-state employers must provide Oregon Workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance of labor of any employee need not obtain such coverage.

12. CONFLICT OF INTEREST

- A. Interest of Officers, Employees, or Agents - No officer, employee, or agent of the County or City who exercises any functions or responsibilities in connection with the planning and carrying out of the Block Grant Program, or any other person who exercises any functions or responsibilities in connection with the Program, will have any personal financial interest, direct or indirect, in this Agreement, and the City will take appropriate steps to assure compliance.
- B. Interest of Subcontractor and Their Employees - The City agrees that it will incorporate into every subcontract required to be in writing and made pursuant to this Agreement the following provisions:

The Contractor covenants that no person who presently exercises any functions or responsibilities in connection with the Block Grant Program, has any personal financial interest, direct or indirect, in this Contract. The Contractor further covenants that he presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any conflicting interest will be employed. Any interest on the part of the Contractor or his employees must be disclosed to the City and the County.

13. ENFORCEMENT

- A. Remedies for noncompliance. If the City materially fails to comply with any term of this Agreement whether stated in a Federal statute or regulation, a notice of award, or elsewhere, the County may take

one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the County.
 - (2) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
 - (3) Wholly or partly suspend or terminate the current award for the City's program.
 - (4) Withhold further awards for the program, or
 - (5) Take other remedies that may be legally available.
- B. Hearings, Appeals. In taking an enforcement action, the County will provide the City an opportunity for such hearing, appeal, or other administrative proceeding to which the City is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination. Costs of the City resulting from obligations incurred by the City during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or subsequently. Other City costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
- (1) The costs result from obligations which were properly incurred by the City before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable, and,
 - (2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude the City being subject to "Debarment and Suspension" under E.O. 12549.

14. TERMINATION

- A. This Agreement is subject to immediate termination upon written notice by the Community Development Division should:
- (1) The City mismanage or make improper or unlawful use of Agreement funds;

- (2) The City fail to comply with the terms and conditions or to provide work or services expressed herein or the applicable regulations and directives of the Federal Government, State, or County;
 - (3) Block Grant funds become no longer available from the Federal Government or the County;
 - (4) City fail to obligate project funds, extenuating circumstances withstanding, subject to an extension granted under Section 3, B by no later than the last day of the program year (September 30th) in which program year the award was made; or
 - (5) The City fail to submit reports or submit incomplete or inaccurate reports in any material respect.
- B. This Agreement is subject to termination upon 30 days written notice by the City should:
- (1) The County fail in its commitment under this Agreement to provide funding for services rendered, as herein provided; or
 - (2) Block Grant funds become no longer available from the Federal Government or through the County.
- C. Otherwise this Agreement will terminate on the latest termination date specified herein and will be subject to extension only by mutual agreement and amendment in accordance with this Agreement.
- D. Upon termination of this Agreement any unexpended balance of Agreement funds will remain with the County.
- E. In the event that termination occurs under paragraph A(1) of this section, the City will return to the County all funds which were expended in violation of the terms of this Agreement.

15. REVERSION OF ASSETS

Upon expiration the City shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. It shall also include provisions designed to ensure that any real property under the City's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- A. Used to meet one of the national objectives in §570.901 until five years after expiration of the agreement.
- B. Disposed of in a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

PART II. FEDERAL AND LOCAL PROGRAM REQUIREMENTS

1. APPLICABLE REGULATIONS

To the extent applicable to the City's acceptance and use of funds under this Agreement, the City shall comply with the policies, guidelines and requirements of OMB Circulars A-87, A-110, A-122, A-128 (implemented at 24 CFR Part 44) and applicable sections of 24 CFR Part 85, (implemented in 24 CFR Part 570.502).

2. PROCUREMENT STANDARDS

- A. In awarding contracts pursuant to this Agreement, the City will comply with all applicable requirements of local and state law for awarding contracts, including but not limited to procedures for competitive bidding, contractor's bonds, and retained percentages. In addition, the City will comply with the requirements of Uniform Administrative Requirements as described in 24 CFR 570.502; and with Executive Order 11246 regarding nondiscrimination bid conditions for projects over \$10,000.
- B. The City agrees to submit to the Community Development Division copies of all plans, specifications and change orders in connection with the project. No plan specification or change order will be used or implemented if it increases the total project cost, without prior written approval from the Community Development Division.

2. ENVIRONMENTAL REVIEW

- A. National Environmental Policy Act and Related Laws and Authorities as Implemented - The County retains environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act as implemented by HUD Environmental Review Procedures (24 CFR Part 58). The County may require the City to furnish data, information and assistance for the County's review and assessment in fulfillment of the County's responsibilities under 24 CFR Part 58.
- B. Satisfaction of Environmental Requirements - Project execution under this Agreement by either the County or the Agency shall not proceed until satisfaction of all applicable requirements of the National Environmental Policy Acts.

3. NONDISCRIMINATION

A. General

The City will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin, handicap, or familial status. These requirements are specified in Section 109 of the Housing and Community Development Act of 1974; Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VIII; Executive Order 11063;

Executive Order 11246; and Section 3 of the Housing and Urban Development Act of 1968. Specifically, the City is prohibited from taking any discriminatory actions defined in the HUD Regulations at 24 CFR 570.601(b) (1-3) and will take such affirmative and corrective actions as required by the Regulations at CFR 570.601(b) (4). These requirements are summarized in the following paragraphs:

B. Program Benefit

The City will not discriminate against any resident of the project service area by denying benefit from or participation in any block grant funded activity on the basis of race, color, sex, national origin, handicap, age, marital status and familial status. (Civil Rights Act of 1964, Title VI; Civil Rights Act of 1968, Title VII; Section 109, Housing and Community Development Act of 1974; Section 504, Rehabilitation Act of 1973 as amended).

C. Fair Housing

The City will take necessary and appropriate actions to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government. (Civil Rights Act of 1968, Title VIII as amended, Executive Order 11063, as amended by Executive Order 12259.)

D. Employment

- (1) In all solicitations under this Agreement, the City will state that all qualified applicants will be considered for employment. The words "equal opportunity employer" in advertisements will constitute compliance with this section.
- (2) The City will not discriminate against any employee or applicant for employment in connection with this Agreement because of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status, except when there is a bona fide occupational limitation. The City will not refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote, or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such action will include, but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training. (Executive Order 11246 as amended.)
- (3) This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

E. Contractors and Suppliers

- (1) No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will discriminate in the sale of materials, equipment or labor on the basis of age, sex, marital status, race, creed, color, national origin, handicap, age, marital status, and familial status. No contractor, subcontractor, union or vendor engaged in any activity under this Agreement will refuse to hire, employ or promote, or bar, discharge, dismiss, reduce in compensation, suspend, demote or discriminate in work activities, terms or conditions because an individual has a physical or mental handicap in any employment in connection with this Agreement unless it can be shown that the particular handicap prevents the performance of the work involved. Such practices include upgrading, demotion, recruiting transfer, layoff, termination, payrate, and advertisement for employment. (Executive Order 11246 as amended)
- (2) To the greatest extent feasible, the City will purchase supplies and services for activities under this Agreement from vendors and contractors whose businesses are located in the area served by block grant funded activities or owned in substantial part by project area residents. (Section 3, Housing and Community Development Act of 1968, as amended.)

4. PROPERTY MANAGEMENT

The City as a subgrantee agrees that any real property, equipment or supplies purchased wholly or in part with program funds will be managed under the same guidelines applicable to the County, the grantee, in accordance with 24 CFR 570.505 (real property), 24 CFR Part 85.32 (equipment), and 24 CFR Part 85.33 (supplies).

5. LABOR STANDARDS

The City will require that project construction contractors and subcontractors pay their laborers and mechanics at wage rates in accordance with the Davis-Bacon Act, as amended (40 USC sections 276a - 276a5) as well as HUD requirements as pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3 and 5, governing the payment of wages and the ratio of apprentices and trainees to journeymen: Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the City of its obligation, if any, to require payment of the higher rates. The City shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR Part 5.5.

6. ACQUISITION AND RELOCATION

- A. Any acquisition of real property by a unit of government for any activity assisted under this Agreement which occurs on or after the date of the County's submission of its Block Grant application to HUD will comply with Title III of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (hereinafter referred to as the Uniform Act) (40 USC section 4601) and the Regulations at 24 CFR Part 42 as provided in 24 CFR 570.606.
- B. Any displacement of persons, business, nonprofit organizations or farms occurring on or after the date of the County's submission of its Block Grant application as the result of acquisition of real property assisted under this Agreement will comply with Title II of the Uniform Act and the Regulations at 24 CFR Part 42. The City will comply with the Regulations pertaining to costs of relocation and written policies, as specified by 24 CFR Section 570.606.

7. HISTORIC PRESERVATION

The City will meet the historic preservation requirements of Public Law 89-665 and the Archeological and Historic Preservation Act of 1974 (Pub. L. 93-291) and Executive Order 11593, including the procedures prescribed by the Advisory Council on Historic Preservation in the Regulations at 36 CFR Part 800. Activities affecting property listed in or found to be eligible for inclusion in the National Register of Historic Places will be subject to requirements set forth in HUD Environmental Review Procedures at 24 CFR Part 58.

8. ACCESSIBILITY

Any facility constructed or altered pursuant to this Agreement shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by HUD in 24 CFR Part 8.

9. ACTIVITIES FOR WHICH OTHER FEDERAL FUNDS MUST BE SOUGHT

The City may use Community Development Block Grant funds for the provision of public services as described by 24 CFR Section 570.201(e) (8) or for flood or drainage facilities as described in 24 CFR Section 570.201(c) (13); provided that the agency meets the requirements of and follows the procedures outlined in 24 CFR Section 570.607(a) (c).

10. NONPARTICIPATION IN POLITICAL ACTIVITIES

The City will comply with the provisions of the Hatch Act (5 USC Chapter 15).

11. NATIONAL FLOOD INSURANCE

The City may not receive Community Development Block Grant funding for acquisition or construction for use in any area that has been identified as having special flood hazards and is not participating in the National Flood Insurance Program, as provided by Section 3(a) and 202(b) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234) and the Regulations thereunder (44 CFR Chapter 1, Subchapter B, 24 CFR Section 570.605).

12. AIR AND WATER POLLUTION

The City will comply with the provisions of the Clean Air Act, as amended (42 USC Section 7401, et seq.) and the regulations issued thereunder (40 CFR Part 15).

13. LEAD-BASED PAINT POISONING

Pursuant to 24 CFR 570.608, the City will comply with the HUD Lead-Based Paint Regulations (24 CFR Part 35) issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC Sections 4831 et seq.) requiring prohibition of the use of lead-based paint (whenever funds under this Agreement are used directly or indirectly for construction, rehabilitation, or modernization of residential structures); elimination of immediate lead-based paint hazards in residential structures; and notification of the hazards of lead-based paint poisoning to purchasers and tenants of residential structures constructed prior to 1978.

14. NONSUBSTITUTION FOR LOCAL FUNDING

The Block Grant Funding made available under this Agreement will not be utilized by the City to reduce substantially the amount of local financial support for community development activities below the level of such support prior to the availability of funds under this Agreement.

15. PUBLIC OWNERSHIP AND LEASEHOLD AGREEMENTS

- A. For agencies which are not municipal corporations it may become necessary to grant the County a property interest where the project calls for the acquisition, construction, reconstruction, rehabilitation or installation of publicly-owned facilities and improvements.
- B. If acting on behalf of the County, private nonprofit entities using Block Grant funds for the purposes described in 24 CFR, Section 570.201 will be required to operate such facilities so as to be open for the use of the general public during all normal hours of operation.

16. PUBLIC INFORMATION

- A. In all news releases and other public notices related to projects funded under this Agreement, the City will include information identifying the source of funds as the Multnomah County Block Grant Program.
- B. For all construction projects the City will erect a durable and adequately visible sign at the construction site, identifying the source of funds. The requirement may be waived for construction projects of \$5,000 or less.

PART III. EVALUATION AND RECORD KEEPING

1. EVALUATION

- A. The City agrees to participate with the County in any evaluation project or performance report, as designed by the County or the appropriate Federal agency, and to make available all information required by any such evaluation process.
- B. The City agrees to complete the Project Progress Statement (Exhibit E) by September 1, 1991 and March 1, 1992 and submit to the Community Development Division.

2. AUDITS AND INSPECTIONS

- A. The City will cooperate with the County each fiscal year in performing an audit of its Community Development Block Grant award. The audit will be performed by staff of the County Auditors office and will conform to the guidelines established in U. S. Office of Management and Budget Circular A-128.
- B. The records and documents with respect to all matters covered by this contract will be subject at all times to inspection, review or audit by the County, Federal or State officials so authorized by law during the performance of this contract and during the period of retention specified in this Part III.

3. RECORDS

In the event the City sponsors multiple projects, each project will be maintained under a separate file system and kept in a manner recommended by the County. As required by HUD Regulations, 24 CFR Part 570.506, the City will maintain all records identified in Exhibit F.

4. RETENTION OF RECORDS

As provided in 24 CFR 85.42, required records will be retained for a period of 3 years from the date of the submission of the final performance report in which the activity is covered, except as follows:

- A. Records that are the subject of audit findings will be retained for three years or until such audit findings have been resolved, whichever is later.
- B. The retention period for real property and equipment records starts from the date of the disposition, or replacement, or transfer at the direction of HUD.
- C. Records for any displaced person will be retained for three years after such person has received final payment.
- D. Records pertaining to each real property acquisition will be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records in accordance with paragraph (c) above, whichever is later.

PART IV. EXHIBITS

- A. Budget Summary
- B. Scope of Services
- C. Authorization Signature Card
- D. Voucher Request
- E. Project Progress Statement
- F. Required Records
- G. Administrative Uniform Requirements 24 CFR, Part 85

LGFS No. _____

C. CAPITAL OUTLAY:

19. Capital Outlay:

Quantity	Item	Total Cost
		\$

20. Real Property Acquisition:

	\$
--	----

21. TOTAL CAPITAL OUTLAY

22. TOTAL HOUSING & COMM. DEVELOPMENT AWARD \$ 50,000

II. SOURCES OF PROJECT FUNDING:

1. Federal	\$	
2. State		
3. Local Match (City)	\$	59,160
4. County	\$	
5. In-Kind Service & Supply	\$	
6. Other (detail)	\$	6,000 (Rose Festival)
7. Subtotal	\$	
8. Housing & Comm. Dev.	\$	50,000
9. TOTAL PROJECT COST	\$	115,160

III. AUTHORIZATION:

Date

Authorized Signature for Project

Date

Authorized Signature for Project

COUNTY USE ONLY

Reviewed and approved by Multnomah County Community Development Section
on November 30, 19 81 by Karen Linville

Signature

SCOPE OF SERVICES

The City and the County agree to facilitate the completion of the project.

The City will contribute funds to the project in the amount of \$59,160. City funds will be used to finance provision of project activities listed below. Where City and County funds are combined to finance activities, all City funds will be spent before County funds are drawn down. The City will further contribute in-kind services to this project as described below.

See attached Budget Summary (Exhibit A) for specific breakdown of budget line items.

The scope of the services to be performed under this contract consist of the following:

(A) PROJECT ACTIVITIES

- (1) The City will prepare all necessary plans, specifications and bid documents for the project. All specifications and drawings will be in conformance with current City standards and general specifications set forth in the Community Development Grant application for this project.
- (2) The City will appropriately bid, award the contract, and contract for construction of the project. In such a contract the City will assume the rights and responsibilities as owners of the project, except that the County will provide funds for the improvement generally described below.
- (3) In the event not all improvements can be made within the project funds, the City and the County will jointly determine the priority of the improvements to be made. The general scope of the improvements to be made under this Agreement consist of:
 1. Site preparation including spraying and filling.
 2. Site improvements including a perimeter chain link fence; concrete paths; concrete sports court; play area; landscape including sports field lawn, picnic area lawn and rough seed lawn, and trees.
- (4) Prior to entering into any subcontract under this Agreement, the City will forward to the County copies of all contract documents for approval.

- (5) The City will designate a person or persons to provide project management during construction. The construction manager will make periodic visits to the construction site during construction to observe the progress and quality of the construction work and to determine if the results of the construction work are in accordance with this agreement and the drawings and specifications of the Construction Documents. On the basis of on-site observations, the construction manager will endeavor to guard the County and City against apparent defects and deficiencies in the construction work.
- (6) The City will provide documentation to the County at project completion showing that the project activities were completed in accordance with this Agreement.
- (7) In addition to the records referred to in Part III of this Agreement, the City will maintain records of the hours worked and rates of compensation for all personnel performing work under this Agreement.
- (8) The City will provide documentation to the County at project completion showing that the sources and value of its contribution to the project is \$59,160 in construction costs as specified in the attached Budget Summary. No funds under this contract will be spent on project coordination activities.
- (9) The City will perform all necessary and appropriate community information activities.

B. PROJECT COORDINATION

The project will be coordinated by City staff according to Part I, number 4 of this Agreement, and in compliance with 24 CFR 570.502 and all other federal, state and local laws. Project coordination responsibilities will include but not be limited to the following:

- (1) The City will perform all necessary and customary functions in the management and supervision of City personnel for all work performed under the Agreement. The City will compensate City staff with City funds for all work performed under this Agreement.
- (2) Project activities will be completed in compliance with the terms of this Agreement and applicable state and federal regulations. Specific project activities which trigger formal procedural regulation include the following: Sub contracting, Conflict of Interest, Procurement, Nondiscrimination, Property Management, Labor Standards, and Public Information.

EXHIBIT C

Project No. 89-3

Project Year 1989

LGFS No. _____

AUTHORIZATION SIGNATURE CARD

Program Name Harney Park Improvements

Applicant's Name The City of Portland

Address 1120 S.W. 5th

City, State, Zip Portland, Oregon 97204

Telephone Number 796-5193

SIGNATURE OF INDIVIDUALS AUTHORIZED TO SIGN FINANCIAL DOCUMENTS:

Any TWO signatures required to sign any financial document. We suggest you authorize more than two persons so that any two of them could sign in the absence of the others.

NAME (TYPED)

SIGNATURE

George Hudson

George M. Hudson

Riley Whitcomb

Riley Whitcomb

Dennis Choquette

Dennis Choquette

I certify that the signatures above are of the individuals authorized to execute financial documents.

9/24/92
Date

David E. Ford
Signature of Authorized Official

Deputy Director
Title of Authorized Official

EXHIBIT D

VOUCHER REQUEST

Report period: _____ to _____ Voucher Request No.: _____

Project Title: The City of Portland Project No. _____

Check when this is final Request: _____ LGFS No.: _____

FROM _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

Contact Person: _____ Telephone _____

Attached to this Voucher Request is the Project Progress Statement which pertains to the same report period.

BUDGET CATEGORY	1. APPROVED BUDGET CDBG	2. EXPENDED THIS PERIOD	3. EXPENDED TO DATE	4. PERCENT EXPENDED TO DATE
	\$	\$	\$	

TOTALS

RECEIVED TO DATE: _____ EXPENDED THIS PERIOD: _____

PAYMENTS IN TRANSIT: _____ (LESS % RETENTION): _____

UNTAPPED BALANCE: _____ VOUCHER AMOUNT REQ.: _____

CERTIFICATION: I certify that to the best of my knowledge and belief, this report is correct and complete, and that all expenditures are for the purpose set forth in the grant award documents. Supporting documentation for all expenditures cited in this request are on file at our office.

AUTHORIZED

SIGNATURE _____

NAME _____

DATE _____

Do not write below this line.

Reviewed and Approved _____ Date to Finance _____

This progress report is due September 1, 1993 and March 1, 1994.

EXHIBIT E

Project No.: _____

Voucher Request No.: _____

PROJECT PROGRESS STATEMENT

Prepared by: _____ Telephone No.: _____

List all activities that were listed on your original PROJECT ACTIVITY SUMMARY (See Contract). Indicate status and describe progress which occurred during report period. Please describe any problems encountered and remedial actions. Attach additional pages as needed.

Name of Activity	Status*	% Complete	Description of Progress

Comments

* On time
Ahead of Schedule
Late

REQUIRED RECORDS

- A. Financial Management - Such records will identify adequately the source and application of funds for activities within this Agreement, in accordance with the provisions of 24 CFR 85.20. These records will contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income.
- B. Citizen Participation - Narrative and other documentation describing the process used to inform citizens concerning the amount of funds available, the ranges of project activities undertaken, and opportunities to participate in funded block grant projects.
- C. Equal Opportunity - The City will maintain racial, ethnic, and gender data showing the extent to which these categories of persons have participated in, or benefited from, the activities carried out under this Agreement. The City will also maintain data which records its affirmative action in equal opportunity employment, and its good faith efforts to identify, train, and/or hire lower-income residents of the project area and to utilize business concerns which are located in or owned in substantial part by persons residing in the area of the project.
- D. Labor Standards - Records will be maintained regarding compliance of all contractors performing construction work under this Agreement with the labor standards made applicable by 24 CFR 570.603.
- E. Such other records as may be required by the County and/or HUD.

APR 22 1993

C-10

DATE SUBMITTED _____

(For Clerk's Use)

Meeting Date APR 16 1993

Agenda No.

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to contract purchaser for completion of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of deed to contract purchaser, Donna L. Schlappie upon complete performance of contract #15648

Deed D930868 and Board orders included.

4/28/93 original Deed & copies
to LARRY BAXTER

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *[Signature]* BH Williams

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management *[Signature]*

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR -6 AM 10:00

March 23, 1993

Multnomah County
2505 S. E. 11th
Portland, Oregon 97202

ATtn: Tax Title

RE: Escrow No. 602197
Donna L. Schlappie
3121 S. W. Spring Garden Street
Portland, Oregon 97219-3848

Gentlemen:

Please find enclosed preliminary title report for subject property. Said Property has been sold and your Contract of Sale will be paid in full. Please forward your payoff statement and Deed in order that we may close this file.

We understand this property is in default; however, due to the fact we have been informed the deed could take up to three weeks to obtain, we understand this transaction will stay in default but no further action will be taken by your office.

If you have any questions, please feel free to contact the undersigned.

Very truly yours,

TICOR TITLE INSURANCE COMPANY



Stephanie A. Davis, SR. Escrow Officer
235 N. E. 122nd
Portland, Oregon 97230
503-256-2270
fax 503-255-0148

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D930868 upon Complete Performance of	)	ORDER
a Contract to)	
DONNA L. SCHLAPPIE	)	93-108

It appearing that heretofore on January 2, 1992, Multnomah County entered into a contract with DONNA L. SCHLAPPIE for the sale of the real property hereinafter described; and

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

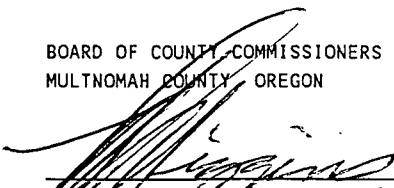
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

PRIMROSE ACRES
TL #2 OF LOT 12 (SEE ATTACHED EXHIBIT A)

Dated at Portland, Oregon this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Higgins, Acting Chair
Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By 
John L. DuBay

EXHIBIT A

(67570-2100)

Beginning at the intersection of the West line of SW 30th Avenue with the Northerly line of SW Spring Garden Street; thence Northwesterly 188.05 feet to an iron pin driven in the ground in the said Northerly line of SW Spring Garden Street which is the true point of beginning of this description; thence Northerly 144.15 feet to an iron pin driven in the ground which is 170 feet Westerly from the West line of SW 30th Avenue; thence Westerly 76 feet to an iron pin which is 109.46 feet from the Northerly line of SW Spring Garden Street; thence Southerly 109.46 feet to an iron pin which is driven in the ground in the Northerly line of said SW Spring Garden Street; thence Southeasterly along the said Northerly line of SW Spring Garden Street 84.07 feet to the point of beginning; said tract herein described being a portion of Lot 12, Primrose Acres, Primrose Acres, Section 20 1S 1E, as shown on the unrecorded plat of Lot 12, dated June 12, 1953, as surveyed by R. S. Manchester, Registered Professional Engineer.

DEED D930868

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

PRIMROSE ACRES
TL #2 OF LOT 12 (SEE ATTACHED EXHIBIT A)

The true and actual consideration paid for this transfer, stated in terms of dollars is \$12,857.38.

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:

3121 SW SPRING GARDEN ST
PORTLAND, OR 97219-3848

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting County Chair
Multnomah County

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

By 

John L. DuBay

By 

EXHIBIT A

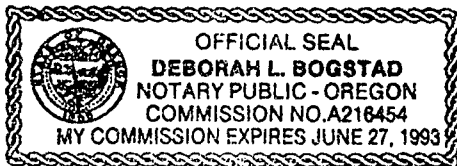
(67570-2100)

Beginning at the intersection of the West line of SW 30th Avenue with the Northerly line of SW Spring Garden Street; thence Northwesterly 188.05 feet to an iron pin driven in the ground in the said Northerly line of SW Spring Garden Street which is the true point of beginning of this description; thence Northerly 144.15 feet to an iron pin driven in the ground which is 170 feet Westerly from the West line of SW 30th Avenue; thence Westerly 76 feet to an iron pin which is 109.46 feet from the Northerly line of SW Spring Garden Street; thence Southerly 109.46 feet to an iron pin which is driven in the ground in the Northerly line of said SW Spring Garden Street; thence Southeasterly along the said Northerly line of SW Spring Garden Street 84.07 feet to the point of beginning; said tract herein described being a portion of Lot 12, Primrose Acres, Primrose Acres, Section 20 1S 1E, as shown on the unrecorded plat of Lot 12, dated June 12, 1953, as surveyed by R. S. Manchester, Registered Professional Engineer.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 22nd day of April, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 22 1993
Agenda No. C-11

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed upon complete performance of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of deed to former owner for satisfaction of contract.

Orders, Deed and supplemental information attached. D930879

4/28/93 ORIGINAL DEED & COPIES
to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER: BH Willis

BUDGET/PERSONNEL: _____

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

OTHER Facilities & Property Management R Joberst

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 13 AM 10:09

CHICAGO TITLE INSURANCE COMPANY
100 N.W. Burnside Road
Gresham, OR 97030
503-667-5000
FAX NO. 503-667-5056

MARCH 9, 1993

ESCROW NUMBER - 2100-12125-KM

RE:

SELLER: MULTNOMAH COUNTY,
MULTNOMAH COUNTY TAX & TITLE DEPT. PURCHASER: SCOTT ESPEDAL
2505 SE 11TH
PORTLAND, OR 97202
ATTN: LARRY BAXTER

PROPERTY - LOT 19 AND 20 and the South 20 feet of Lot 21,, Block 26, PORTLAND
=====

We enclose the following:

Please find enclosed a Deed and Escrow Instructions per your conversation with Linda in our office. Your prompt attention would be appreciated.

If you should have any questions, please feel free to contact the undersigned.

We appreciate this opportunity to be of service.

Sincerely,

CHICAGO TITLE INSURANCE CO.

Kim McFeron
Escrow Officer

enc.

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590



GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Received by _____ Date _____

Mailed to Title Co _____

CHICAGO TITLE INSURANCE COMPANY
KIM MCFERON
100 NW BURNSIDE RD
GRESHAM OR 97030

RE: DEED D930879 ESCROW 2100-12125-KM

LEGAL DESCRIPTION: PORTLAND PARK ADDITION
LOTS 19 & 20, BLOCK 26;
SOUTH 20' OF LOT 21, BLOCK 26
66940-3860

Enclosed is our deed covering the above property issued to SCOTT
ESPEDAL.

DO NOT RECORD the deed until you have paid all delinquent real
property taxes.

Please forward proof of payment of delinquent taxes upon closing to:

MULTNOMAH COUNTY
TAX TITLE UNIT
2505 SE 11TH AVE
PORTLAND, OR 97202

If this transaction cannot be completed within 30 days it will be
considered invalid by us and you will return our unrecorded deed to
us.

If you have any questions, please call me at 248-3590.

Sincerely,

Laurence C. Baxter
Manager, Tax Title Unit

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)	
Deed D930879 upon Complete Performance of	)	ORDER
a Contract to)	
SCOTT ESPEDAL	)	93-109

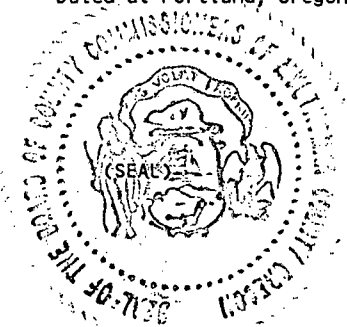
It appearing that heretofore on November 7, 1985, Multnomah County entered into a contract with SCOTT ESPEDAL for the sale of the real property hereinafter described; and

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

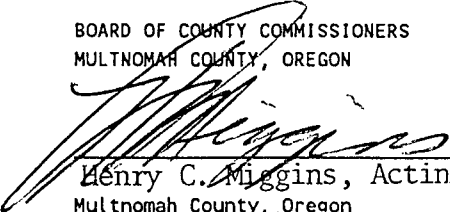
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the county of Multnomah, State of Oregon:

PORTLAND PARK ADDITION
LOTS 19 & 20, BLOCK 26 SOUTH 20' OF LOT 21, BLOCK 26

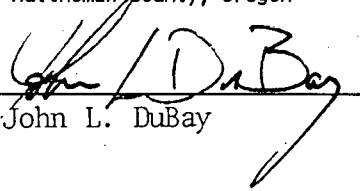
Dated at Portland, Oregon this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting Chair
Multnomah County, Oregon

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

By 
John L. DuBay

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

PORTLAND PARK ADDITION
LOTS 19 & 20, BLOCK 26 SOUTH 20' OF LOT 21, BLOCK 26

The true and actual consideration paid for this transfer, stated in terms of dollars is \$870.11.

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:

306 SE 75TH AVE
PORTLAND, OR 97215

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

[Signature]
Henry C. Miggins, Acting Chair
Multnomah County

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

DEED APPROVED:

F. Wayne George, Director
Facilities and Property Management

By

[Signature]
John L. DuBay

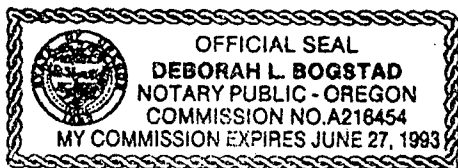
By

[Signature]

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 22nd day of April, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____

(For Clerk's Use)
Meeting Date APR 22 1993
Agenda No. C-12

REQUEST FOR PLACEMENT ON THE CONSENT CALENDAR

SUBJECT: Request approval of deed to contract purchaser for completion of contract.

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

Request approval of deed to contract purchaser, Linda George upon complete performance of contract #15580

Deed D930880 and Board orders included.

4/28/93 original & copy to
LARRY BAXTER

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 minutes

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: _____

BUDGET/PERSONNEL: _____

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____

OTHER: Facilities & Property Management PJ Christ

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

BOARD OF
COUNTY COMMISSIONERS
MULTIPLAAT COUNTY
OREGON
1993 APR 13 PM 10:09

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D930880 Upon Complete Performance of) ORDER
a Contract to) 93-110
LINDA GEORGE)

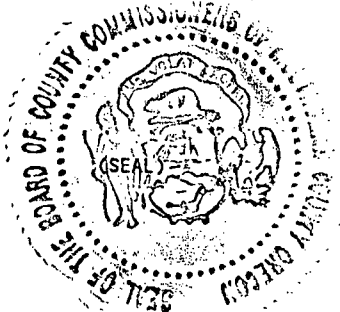
It appearing that heretofore on December 24, 1990, Multnomah County entered into a contract with LINDA GEORGE for the sale of the real property hereinafter described; and

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

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

TOWN OF LINNTON
LOTS 5 & 6, BLOCK 53; EXC PT IN ST, LOT 7, BLOCK 53

Dated at Portland, Oregon this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting Chair
Multnomah County, Oregon

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

By 
John L. DuBay

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

TOWN OF LINNTON
LOTS 5 & 6, BLOCK 53; EXC PT IN ST, LOT 7, BLOCK 53

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,500.00.

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

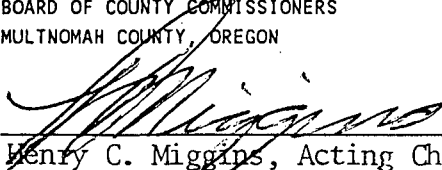
Until a change is requested, all tax statements shall be sent to the following address:

4708 W DEL RIO ST
CHANDLER, AZ 85226

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of April, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

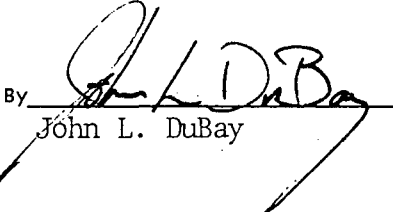


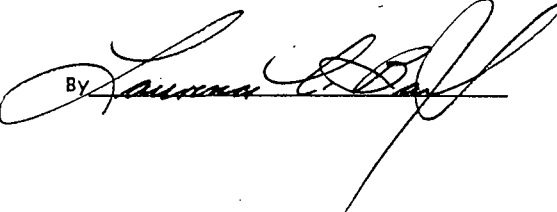
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins, Acting Chair
Multnomah County

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

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

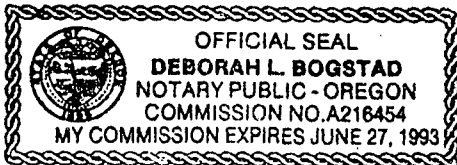
By 
John L. DuBay

By 

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 22nd day of April, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Henry C. Miggins, Acting Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

Notary Public for Oregon
My Commission expires: 6/27/93

DATE SUBMITTED _____.

(For Clerk's Use)
Meeting Date APR 22 1993

Agenda No. C-13.

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: CANCELLATION OF LAND SALES CONTRACT

Informal only* _____ . Formal only _____ .

DEPARTMENT ENVIRONMENTAL SERVICES . DIVISION TAX TITLE UNIT .

CONTACT LARRY BAXTER . TELEPHONE 248-3590 .

*NAME(S) OR PERSON MAKING PRESENTATION TO BOARD LARRY BAXTER .

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

1. Request cancellation of 1 Land Sales Contract #15395R under the provision of ORS 275.180.

2. Purchaser has failed to make the monthly payments as required by contract and has failed to pay the delinquent 1991/1992 real property taxes.

*4/28/93 original & copy to
LARRY BAXTER*

[] INFORMATION ONLY [] PRELIMINARY APPROVAL [] POLICY DIRECTION [X] APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES .

IMPACT:

PERSONNEL

[] FISCAL/BUDGETARY

[] General Fund

[X] Other Tax Title Fund .

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, OR COUNTY COMMISSIONER: *JTB BH Willie*

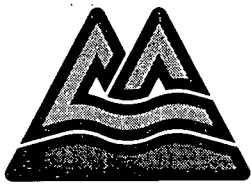
BUDGET/PERSONNEL: _____ .

COUNTY COUNSEL: (Ordinances, Resolutions, Agreements, Contract) _____ .

OTHER: FACILITIES MANAGEMENT *RJDherst* .
(Purchasing, Facilities Management, etc)

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 13 AM 10:10



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND PROPERTY MANAGEMENT
TAX TITLE UNIT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3590

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

NOTICE OF DEFAULT

JANUARY 22, 1993

VIRGIL VAN WINKLE
5627 NE 9TH AVE
PORTLAND, OR 97211

YOU ARE HEREBY NOTIFIED THAT YOU ARE IN **DEFAULT** UNDER CONTRACT #15395R WITH MULTNOMAH COUNTY FOR THE PROPERTY LEGALLY DESCRIBED AS:

CLOVERDALE EXTENSION & PLAT 2 SOUTH 36 FEET OF LOT 14, BLOCK 14 (16640-1590) commonly known as 5627 NE 9TH AVE.

THE NATURE OF THE **DEFAULT** IS THAT YOU HAVE FAILED TO MAKE MONTHLY PAYMENTS OF \$44.61 EACH FOR 18 MONTHS FOR A TOTAL OF \$802.98 AND THAT YOU HAVE FAILED TO PAY 1991-92 REAL PROPERTY TAXES IN THE AMOUNT OF \$328.21 PLUS INTEREST.

IN ORDER TO CURE THE **DEFAULT** YOU MUST PAY ALL PAYMENTS INCLUDING INTEREST DUE UNDER THE CONTRACT AS OF THE DATE OF THE PAYMENT.

PAYMENT TO CURE THE DEFAULT MUST BE MADE DIRECTLY TO THIS OFFICE AND MUST BE IN CASH.

IF THE DEFAULT IS NOT CURED BEFORE MARCH 25, 1993, THIS CONTRACT WILL BE CANCELLED, AND EVERY RIGHT, OR INTEREST OF ANY PERSON IN THE PROPERTY WILL BE FORFEITED FOREVER TO THE COUNTY.

SINCERELY,

LAURENCE C. BAXTER
MANAGER, TAX TITLE UNIT.

CC: OCCUPANT 5627 NE 9TH AVE, PORTLAND, OR 97211

CERTIFIED P 794 840 118-119



Certified Mail Receipt
No Insurance Coverage Provided
Do not use for International Mail
(See Reverse)

Sent to VIRGIL VAN WINKLE	
Street & No. 5627 NE 9TH AVE	
P.O., State & ZIP Code PORTLAND, OR 97211	
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Address of Delivery	
TOTAL Postage & Fees	\$
Postmark or Date	

PS Form 3800, June 1990

SENDER:

- Complete items 1 and/or 2 for additional services.
- Complete items 3, and 4a & b.
- Print your name and address on the reverse of this form so that we can return this card to you.
- Attach this form to the front of the mailpiece, or on the back if space does not permit.
- Write "Return Receipt Requested" on the mailpiece below the article number.
- The Return Receipt Fee will provide you the signature of the person delivered to and the date of delivery.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

**VIRGIL VAN WINKLE
5627 NE 9TH AVE
PORTLAND, OR 97211**

4a. Article Number

P794 840 119

4b. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Registered | <input type="checkbox"/> Insured |
| <input checked="" type="checkbox"/> Certified | <input type="checkbox"/> COD |
| <input type="checkbox"/> Express Mail | <input type="checkbox"/> Return Receipt for Merchandise |

7. Date of Delivery

8. Addressee's Address (Only if requested and fee is paid)

5. Signature (Addressee)

6. Signature (Agent)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Cancellation of)
Land Sale Contract 15395R)
between Multnomah County, Oregon and) ORDER
VIRGIL VAN WINKLE)
upon Default of Payments and Performance) 93-111
of Covenants)

Upon advice of the Tax Title Unit of Multnomah County that the contract purchaser, VIRGIL VAN WINKLE, by contract dated August 1, 1991, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:

CLOVERDALE EXTENSION & PLAT 2
S 36' OF LOT 14, BLOCK 14

pursuant to authority of ORS 275.180, and that said purchaser is now in default of the terms of said contract in that purchaser failed to make monthly payments of \$44.61 since August 15, 1991 for a total of \$802.98.

It appearing to the Board that ORS 275.220 provides that upon such default or breach of said contract, the Board may cancel said contract:

NOW, THEREFORE, it is hereby ORDERED that the subject contract be and is declared CANCELLED.

IT IS HEREBY FURTHER ORDERED that the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.

IT IS HEREBY FURTHER ORDERED that the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order upon VIRGIL VAN WINKLE at 5627 NE 9TH AVE PORTLAND, OR 97211 and a return of service be made upon such copy of the order.

Dated this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Henry C. Miggins
Henry C. Miggins
Acting Chair

REVIEWED:

Laurence Kressel, County Counsel
for Multnomah County, Oregon

By

John L. DuBay
John L. DuBay

Meeting Date: ~~APR 15 1993~~ **APR 22 1993**

Agenda No.: ~~R-1~~ **R-1**

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Certificates of Appreciation

BCC Informal _____ BCC Formal 4/15/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Gary Smith TELEPHONE 248-3691

PERSON(S) MAKING PRESENTATION Hank Miggins, Gary Nakao, Gary Smith

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):

Certificates of Appreciation to Jean Leake,
Sandra Potter and Mary Alice Williams

** request time certain as close to 9:30 as possible*

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

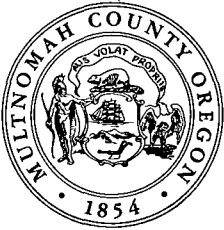
Grady McCreary

Or

DEPARTMENT MANAGER ✓

BOARD OF
COUNTY COMMISSIONERS
1993 APR -6 AM 10:48
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)



GLADYS McCOY, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204
(503) 248-3308

M E M O R A N D U M

TO: Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Gladys McCoy *mg*
Multnomah County Chair

DATE: April 5, 1993

RE: Certificates of Appreciation

Certificates of Appreciation are being presented to Jean Leake, Sandra Potter, and Mary Alice Williams for their concern for and dedication to the citizens of our community.

Jean Leake, working with the Developmental Disabilities Program, prevented a house fire and saved the life of a man served by the program.

Sandra Potter and Mary Alice Williams, both with the Developmental Disabilities Program, helped provide emergency assistance during a drive by shooting while they were on a home visit. Sandra helped provide first aid to the injured person and Mary Alice provided support and supervision to insure that the person with whom they were meeting remained calm and out of danger.

GM:mrmm
0018G



MULTNOMAH COUNTY OREGON


CERTIFICATE OF APPRECIATION

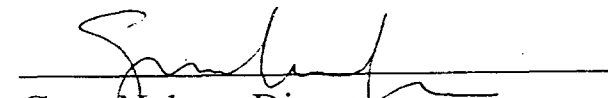
to

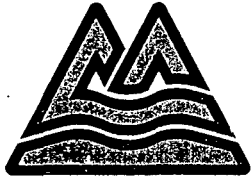
Jean Leake

In recognition of your concern for and dedication to the citizens of our community

This 31st day of March, 19 93


Gladys McCoy
Multnomah County Chair


Gary Nakao, Director
Department of Social Services



MULTNOMAH COUNTY OREGON

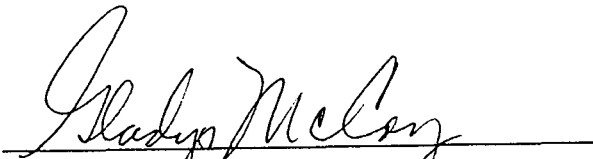
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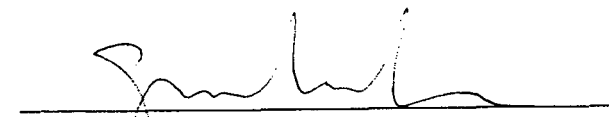
to

Sandra Potter

In recognition of your concern for and dedication to the citizens of our community

This 31st day of March, 1993


Gladys McCoy
Multnomah County Chair


Gary Nakao, Director
Department of Social Services



MULTNOMAH COUNTY OREGON

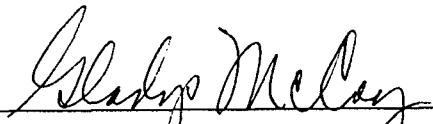
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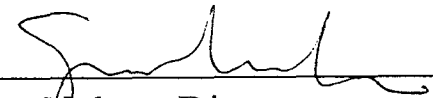
to

Mary Alice Williams

In recognition of your concern for and dedication to the citizens of our community

This 31st day of March, 1993


Gladys McCoy
Multnomah County Chair


Gary Nakao, Director
Department of Social Services

PLEASE PRINT LEGIBLY!

MEETING DATE

4/22/93

NAME

GLORIA SCHIEWE

ADDRESS

1125 S.E. MADISON

STREET

PORTLAND, OR. 97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-2

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

APR 22 1993

Meeting Date: _____

Agenda No.: _____

R-2

(Above space for Clerk's Office Use)

Request TIME CERTAIN - 9:30 a.m.

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

BCC Informal _____

(date)

BCC Formal 4/22/93

(date)

DEPARTMENT Nondepartmental

DIVISION Chair's Office

CONTACT Kathy Millard

TELEPHONE x-3308

PERSON(S) MAKING PRESENTATION Kathy Millard

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 In the Matter of Proclaiming April 28, 1993
as Workers Memorial Day.

4/22/93 Original to Gloria Sethew
4/28/93 copy to KATHY MILLARD

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 13 AM 10:02

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming
April 28, 1993 as Workers
Memorial Day

)
)
)

PROCLAMATION

93-112

WHEREAS, every year more than 10,000 American workers are killed on the job; and

WHEREAS, tens of thousands more are permanently disabled; and

WHEREAS, millions are injured; and

WHEREAS, another 100,000 workers die from cancer, lung disease and other diseases related to toxic chemical exposure at work; and

WHEREAS, concerned Americans are determined to prevent these tragedies by:

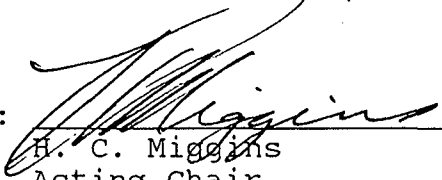
- organizing Workers Memorial Day on April 28, a day chosen by the unions of the AFL-CIO as a day to remember these victims of workplace injuries and disease;
- renewing our efforts to seek stronger safety and health protections, better standards and enforcement, and fair and just compensation;
- rededicating ourselves to improving safety and health in every American workplace.

NOW, THEREFORE, BE IT PROCLAIMED that April 28 is Workers Memorial Day in recognition and in honor of workers killed, injured and disabled on the job.

ADOPTED this 22nd day of April, 1993.

MULTNOMAH COUNTY, OREGON

By:


H. C. Miggins
Acting Chair



PLEASE PRINT LEGIBLY!

MEETING DATE Apr 22

NAME NANCY CHAPIN

ADDRESS 4735 SE Flavel DR

STREET

Portland

CITY

97206

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R3

SUPPORT ✓ OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: R-2 R-3

(Above Space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Declaring April 18-24, 1993 as the
Week of the Young Child

BCC Informal April 13 BCC Formal April 15
(date) (date)

DEPARTMENT Nondepartmental DIVISION Commissioner Kelley/
Commissioner Saltzman

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Nancy Chapin

ACTION REQUESTED

 INFORMATIONAL ONLY POLICY DIRECTION X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 6 minutes

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

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

see Text of Resolution 4/22/93 original to Nancy Chapin
4/28/93 copies to Cos Kelley, Saltzman & to
(If space is inadequate, please use other side) Robert To

SIGNATURES

ELECTED OFFICIAL Sharon Kelley / Dan Saltzman

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

1/90

1517L - 53

BOARD OF
COUNTY COMMISSIONERS
1993 MAR 22 AM 11:36
MULTNOMAH COUNTY
OREGON

REDOO

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

IN THE MATTER OF DECLARING APRIL 18-24, 1993)
AS THE WEEK OF THE YOUNG CHILD, A PROJECT OF) RESOLUTION
THE NATIONAL ASSOCIATION FOR THE EDUCATION) 93 -
OF YOUNG CHILDREN)

Whereas, we recognize that children not only bring joy into our present lives but also that our future as older adults is in their hands just as their future is in our hands, and

Whereas, children develop more fully and abundantly in an atmosphere that nourishes their self-esteem through teaching them to value diversity by exploring their own cultural heritage as well as that of others, and

Whereas, giving each child a good beginning intellectually, socially, emotionally, and physically will provide a solid foundation for further development, and

Whereas, quality child care provided through a partnership between concerned parents and professional caregivers helps children to achieve these goals,

Now, Therefore, BE IT RESOLVED by the Board of County Commissioners of Multnomah County, that April 18-24, 1993 be declared as the Week of the Young Child, a project of the National Association for the Education of Young Children.

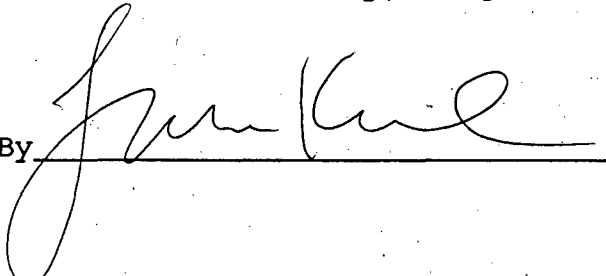
ADOPTED this _____ day of _____, 1993

MULTNOMAH COUNTY, OREGON

By _____
Gladys McCoy, County Chair

REVIEWED:

LAWRENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By  _____

THE IMAGES OF EARLY CHILDHOOD: An infant cooing with delight as she plays peekaboo with her caregiver. . . A 3-year-old building a tower of blocks over and over again as he tries to go higher and higher. . . Four- and five-year-olds negotiating who will be what as they play in the dress-up corner. . . A first-grader writing a story using her own invented spelling.

During the early childhood years, birth through age 8, every moment is an opportunity for children to learn more about the world around them, to practice social skills, and to gain critical thinking skills and knowledge. Early childhood experiences lay the foundation for all later learning and shape whether children succeed in school and later life. If we care about our children, then we must ensure that all young children enjoy an early childhood that prepares them to take full advantage of their educational opportunities and to become effective citizens, capable workers, and loving parents of the next generation. Truly, their future is in our hands.

What children need

What types of experiences lay the foundation for success in school and later life? Children need families who have the resources necessary to provide effectively for their children. Financial security helps to ensure a safe home and to put food on the table. Access to health care, including preventive care, means that mothers can receive adequate prenatal care and that children can get all recommended immunizations so that the costly problems associated with low birth weight and needless illness may be avoided.

In addition to economic security, children need families who have emotional resources and time. Even if families are not economically deprived, children suffer when parents and/or teachers and caregivers are too tired or too stressed to give them the attention they deserve.

Children need programs that provide the educa-

tion and care appropriate to their ages and individual needs. Whether to provide child care so parents can be employed and/or to promote children's development and learning, such programs—in child care centers, preschools, family child care homes, kindergarten, and the primary grades of elementary schools—must be responsive to the unique characteristics of each child served.

Finally, children need a society that supports families' child-rearing efforts and that recognizes that investments in young children and comprehensive, high quality, early childhood services are more cost effective than remediation or incarceration.

The sad fact is that few children are getting all that they need, and far too many children are getting far too little. One out of five American children now lives in poverty. Among infants and toddlers, the proportion in poverty is even more staggering: one out of every four children. Millions more live on the brink of poverty in families of the working poor. In some ways, they may suffer even more, because few public and private programs are targeted to assist them.

Even the most advantaged live in a society that devotes more rhetoric than action to its children. The lack of valuing of young children and the services that meet their needs means that schools, child care centers, and family child care homes often struggle with too few resources. Stressed teachers and caregivers must often cope with too many children, insufficient salaries, few or no benefits, and inadequate working conditions. Programs often have inadequate numbers of qualified, well-trained personnel and insufficient teaching materials and supplies.

What must be done

Sometimes the problems facing young children, their families, and the programs that serve them seem so overwhelming that it doesn't seem possible that one person's actions will have any impact at all. But individual actions can make a difference.

Here are some suggestions of what you can do.

1. Take some time to really watch, listen to, and appreciate children in your family and community.

Do you find that your conversations with young children are mostly things like "Not now. I'm busy!", "Hurry up; we're late," or "Shh! I'm on the phone"? Have you recently frowned at young parents because you thought their rambunctious toddler was too noisy on the airplane or in the grocery store? Let's put children first for a change. Rediscover the wonder of childhood by spending some time listening to and responding to a child. If you don't have young children at home, volunteer to read to or simply be with children in programs sponsored by a local library, school, child care or preschool program, or other organization.

2. Help to make sure that children receive the preventive health services so vital to their health and development.

There are several national campaigns designed to ensure that children get the immunizations recommended by doctors and health officials. Take part in these efforts so that children do not suffer from diseases and health problems that might be prevented.

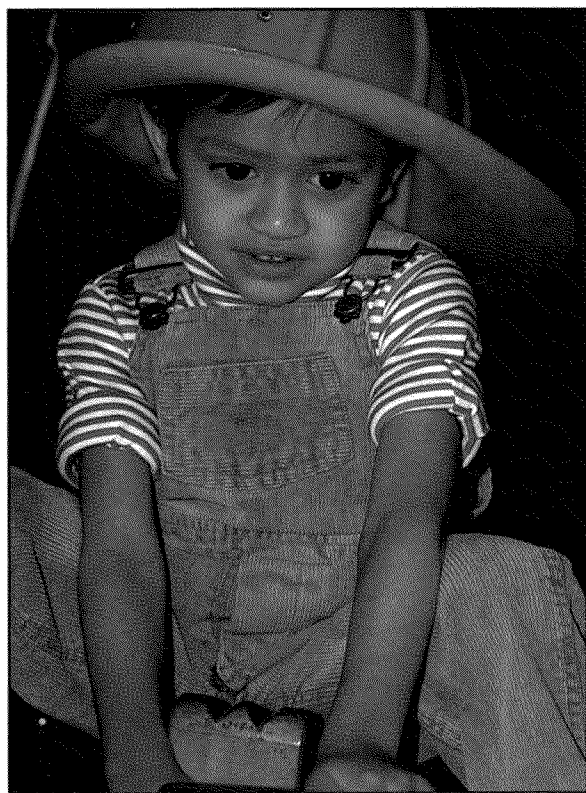
3. Help early education and care programs improve the quality of services provided to children.

Whether you have a child enrolled or not, your contributions can help a child care program, preschool, family child care home, kindergarten, or elementary school improve their services. Cash contributions may add to a scholarship fund for children to be enrolled or for staff to receive more training, or they may be used to purchase materials or equipment. A group of parents or concerned citizens can volunteer their time and labor to build a new outdoor play structure. Specialized skills, for example, in financial planning, or services, such as donated printing costs, would be welcomed.

Your individual efforts will be even more powerful when combined with those of others. As a member of a service organization, religious group, or social club, encourage the group to explore how it can assist a program or programs in the community to improve or expand their services.

4. Do what you can to make your state and community more attuned to children's needs.

Encourage local employers or businesses to assist families with young children by providing flexible scheduling, parental leave, and child care assistance. Or, business leaders can organize community planning groups to develop strategies for improving the quality of life for all children within



Subjects & Predicates

During the early childhood years, every moment is an opportunity for children to learn more about the world around them.

the community. Funds can be established to assist community-based, early childhood programs to better recruit and retain qualified staff or to purchase developmentally appropriate classroom materials for these programs as well as local kindergarten and primary grade classrooms.

Consider how government can support children and families. Support public officials who demonstrate that they are willing to go beyond words to action by providing better services for young children and their families, even if it means higher taxes. Make it a priority to consider the candidates' track records on children's issues before voting in any election.

Make these actions a priority for yourself and encourage others to take similar actions. Remember, your efforts will help to make sure that every young child enjoys a childhood that will prepare her or him to be successful in school and later life. Their future is in our hands; let's make sure that they can depend on us.

NAEYC is the nation's largest membership association in early childhood education. The organization's more than 77,000 individual members and more than 400 Affiliate Groups are dedicated to improving the quality of early childhood education for all young children and their families.

The **Week of the Young Child** was established in 1971 by NAEYC to focus public attention on the rights and needs of young children. Local celebrations, designed to focus on young children and their services within the community, share a common national theme. This year's theme is **"Young Children: Their Future In Our Hands."** For more information, contact NAEYC, 1834 Connecticut Avenue, N.W., Washington, DC 20009-5786. Or, call 202-232-8777 or 800-424-2460.

Copyright © 1991 by the National Association for the Education of Young Children. Copies of this brochure are available for 50¢ each; 100 copies are \$10. Order NAEYC #693.

Cover design/illustration by Peter Masters. Cover photographs (from top, left to right) Elisabeth Nichols, Bruce Betz, Elisabeth Nichols.



The Week of the Young Child...
focusing public attention
on the rights and needs
of young children.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Declaring April)
18-24, 1993 as the WEEK OF THE) R E S O L U T I O N
YOUNG CHILD, a Project of the) 93-113
National Association for the)
Education of Young Children)

WHEREAS, we recognize that children not only bring joy into our present lives but also that our future as older adults is in their hands just as their future is in our hands; and

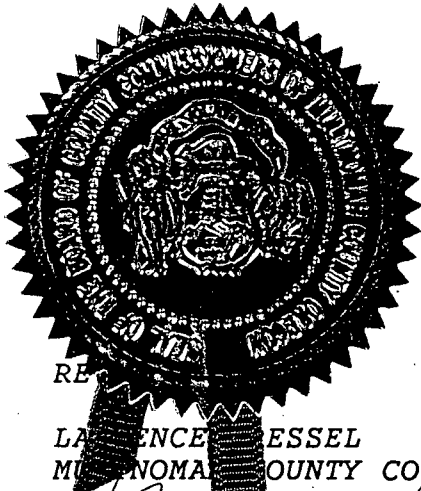
WHEREAS, children develop more fully and abundantly in an atmosphere that nourishes their self-esteem through teaching them to value diversity by exploring their own cultural heritage as well as that of others; and

WHEREAS, giving each child a good beginning intellectually, socially, emotionally and physically, will provide a solid foundation for further development; and


WHEREAS, quality child care provided through a partnership between concerned parents and professional caregivers helps children to achieve these goals; now therefore

IT IS HEREBY RESOLVED by the Multnomah County Board of Commissioners, that April 18-24, 1993 be declared as the WEEK OF THE YOUNG CHILD, a project of the National Association for the Education of Young Children.

DATED this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair

RE
LAWRENCE ESSEL
MULTNOMAH COUNTY COUNSEL



APR 22 1993

APR 18 1993 APR 15 1993

R-4

R-2 R-10

Meeting Date:

MAR 25 1993

APR 01 1993

Agenda No.:

R-2

R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution - Sheriff CBAC

BOARD BRIEFING _____ (date) REGULAR MEETING March 25, 1993 (date)

DEPARTMENT CIC DIVISION _____

CONTACT Gloria / Carol TELEPHONE 3450

PERSON(S) MAKING PRESENTATION Dan Gardner #235-9122

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 min

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):

Resolution presented by Sheriff CBAC in the matter of Preservation + Maximization of jail beds and other related activities

TIME CERTAIN PLEASE

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER J. Magry

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 MAR 16 AM 8:40

Multnomah County
Citizens Budget Advisory Committee
for the
Sheriff's Office

1. Introduction

- A. Margaret Boyles & Dan Gardner**
- B. Time Spent**
- C. Unanimous Vote of Committee**

2. Why This Resolution?

- A. Unanimous feeling Public safety is #1 priority in Public's view**
- B. Jail beds are necessary for officer and public safety**
 - 1. See population releases Nov. 1992 (shows crimes)**
 - 2. See population release graph 91-93 (shows numbers)**
 - 3. Portland adding 100, Gresham adding 16 Officers to control crime.**
 - a. Officers need space for prisoners**
- C. Effect of Governor's proposal on County**
 - 1. Cut State beds by 418**
 - 2. Multnomah County is appx 80% or 334 beds (Each Day)**

3.

D. Our study

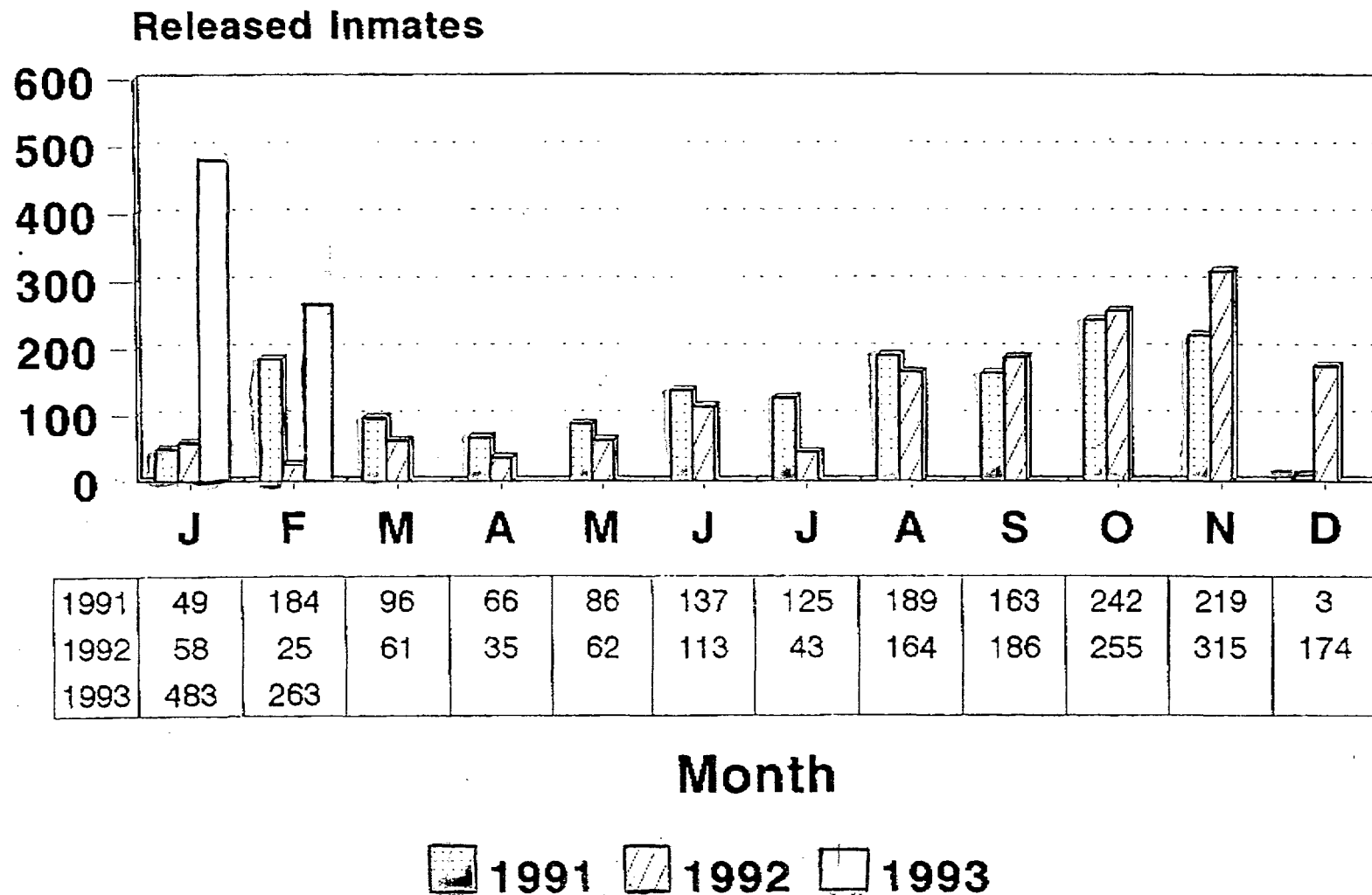
1. Many hours to increase beds. ie Federal Marshall max 50 beds
Restitution Center max 40 beds
2. All much more than offset by 334 bed loss from Governor's proposal.
3. **All county resources cannot come close to making up for these cuts.**

3. Conclusion

- A. Closure of State prison beds harmful to officer safety
- B. Closure of State prison beds harmful to public safety
- C. Closure of State prison beds harmful to local governments
primary function.
- D. This resolution needed.
 1. Shows awareness and concern for Officer & Public Safety.

POPULATION RELEASE

Monthly Totals 1991-1993



(poprel93) Pretrial and Sentenced

POPULATION RELEASES
NOV. 1992
NUMBER REVIEWED=315

	Number	Percent
Poss. of Drugs	112	36%
Auto Theft	36	11%
Theft	34	11%
I	13	
II	15	
III	6	
Burglary	30	10%
I	14	
II	16	
Drunk Driving	26	8%
Forgery	12	4%
I	11	
II	1	
Prostitution	11	3%
Trespass	9	3%
I	1	
II	8	
Assault	8	3%
III	2	
IV	6	
Fel DWS	6	2%
Unlaw Public Assist	4	1%
MISC	27	9%
Robbery III	3	
Att Elude	3	
Fail Perf DOD	3	
Excon Poss Firearm	2	
Resist Arrest	2	
Crim Misch	2	
Fail Disp Lic	2	
Furn False Info	1	
Interf with PO	1	
Cont to Sex Del Minor	1	
Mistreatment	1	
Intimidation	1	
Non-Support	1	
Par Viol Sanction	1	
Rech Driving	1	
Escape	1	
Menacing	1	

TOTAL

315

MAT11

EDITORIAL

Corrections testing good ideas for the wrong reasons

THE BUSINESS JOURNAL

If you went down to the Greyhound bus station this afternoon, you'd find inmates just released from prison stepping off the bus from Pendleton. They have with them a change of clothes, the name of a parole officer they're supposed to contact and about \$40. Nothing else.

Roughly 80 percent of those men eventually make a return trip to Pendleton.

With the prisons serving as a revolving door, it's obvious we're not doing a good job of rehabilitating people. But the Corrections Department's newfound faith in community-based corrections seems spurred more by financial necessity than the desire to innovate.

As Gov. Roberts' administration geared up for the current budget battle, one of the biggest shifts in strategy involved the Department of Corrections. The department wants to emphasize and spend more money on community-based corrections and on helping inmates make the transition from prison to life on the outside.

In part, the shift was undertaken to grapple with this shockingly high recidivism rate that means eight out of 10 parolees end up back in jail. But it was also done with an eye on the department's share of a dwindling general fund. Acting on reports of overcrowding, the 1989 Legislature approved an ambitious prison-building scheme that cost more than \$30 million. But the reality is that without additional revenues, there won't be money to keep all those facilities open, and the governor's budget calls for eliminating roughly 10 percent of the prison beds now operating. The department will also operate with 12 percent fewer employees. At the same time, it will increase spending on community corrections from \$72 million to \$93 million.

No doubt, spending for transitional programs and drug and alcohol rehabilitation is money well-spent. But the timing of the shift to community-based corrections suggests that it is not being undertaken solely for criminological reasons, but also because budget constraints demand it. A wiser course would be to build these programs while keeping all the prisons open long enough to see if there is any effect on recidivism.

Like many other shortcuts being taken to sidestep a tax increase, letting more prisoners go unsupervised may be penny-wise and pound-foolish. Speaking at the Portland City Club recently, Corrections Director Frank Hall warned that other planned cuts threaten public safety more than direct cuts to corrections. He cited alternative schools and local mental health facilities as examples of programs that help keep people out of the corrections system but which now face the budget knife. In Portland, we can add most high school extracurricular activities, including sports, to that list.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Preservation and Maximization of)
Jail Beds and Other Corrections Related Activities) RESOLUTION
in Multnomah County, Oregon)

WHEREAS, Multnomah County, Oregon, through the Office of the
Multnomah County Sheriff is mandated to provide incarceration for pre-trial and locally
sentenced offenders; and

WHEREAS, the Citizen Budget Advisory Committee for the Sheriff's Office,
through its authority to examine Sheriff's Office budgetary issues for its effect on the citizens
of Multnomah County and make recommendations to the Board of County Commissioners on
its findings; and

WHEREAS, the Citizen's Budget Advisory Committee for the Sheriff's Office
unanimously believes that public safety is the highest priority that government must provide;
and

WHEREAS, the Oregon State Department of Corrections 1993 - 95 Strategic
Plan proposes to cut the number of supervision parole and probation officers, while
anticipating an increase in the number of violators in the community; and

WHEREAS, the Criminal Justice Services Division of the State of Oregon
projects the need for 7,333 prison beds by July 1995 if no changes are made in sentencing or
revocation policies; and

WHEREAS, the Governor's budget for the 1993 - 95 biennium proposes to cut
the current number of prison beds from 6,506 to 6088 beginning July 1993, and maintain
that level through 1995 when the beds will be most needed; and

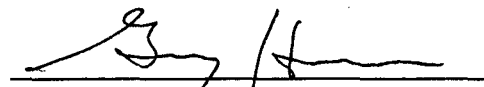
WHEREAS, the Citizens Budget Advisory Committee for the Sheriff's Office
recognizes that the combination of reduced prison beds and fewer parole and probation
officers will increase the number of unsupervised offenders on the street and will have an
adverse impact on public safety, local jails, local jail populations, and the fiscal resources of
the county; and

WHEREAS, Multnomah County inmate population releases are currently averaging 279 inmates per month;

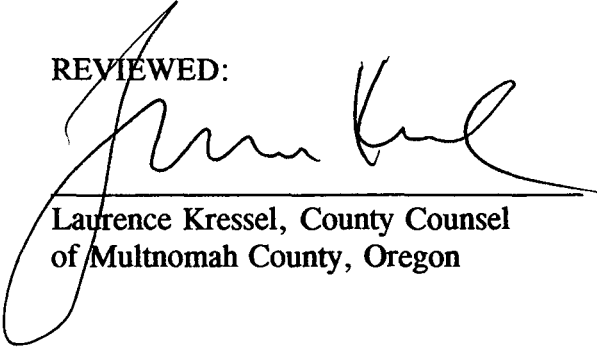
THEREFORE BE IT RESOLVED, that it is the policy of the Board of County Commissioners, to oppose the reduction of prison beds and parole and probation services by the State of Oregon; and

BE IT FURTHER RESOLVED that, at the request of the Sheriff's Office Citizens Budget Advisory Committee, this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate and the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

ADOPTED this _____ day of _____, 1993


GLADYS MCCOY
Multnomah County Chair

REVIEWED:


Laurence Kressel, County Counsel
of Multnomah County, Oregon

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON**

In the Matter of the Preservation and Maximization of)	
Jail Beds and Other Corrections Related Activities)	RESOLUTION
in Multnomah County, Oregon)	

WHEREAS, Multnomah County, Oregon, through the Office of the Multnomah County Sheriff and the Department of Community Corrections provides incarceration for pre-trial and sentenced offenders and supervision, treatment and sanctions for parolees and probationers; and

WHEREAS, the Citizen Budget Advisory Committees for the Sheriff's Office and the Department of Community Corrections, through their authority to examine Sheriff's Office and Community Corrections budgetary issues for their effect on the citizens of Multnomah County and make recommendations to the Board of County Commissioners on their findings; and

WHEREAS, the Citizen's Budget Advisory Committees for the Sheriff's Office and the Department of Community Corrections unanimously believe that public safety is the highest priority that government must provide; and

WHEREAS, the Oregon Criminal Justice Services Division proposes to cut the number of supervision parole and probation officers by 100, while anticipating an increase in the number of violators in the community; and

WHEREAS, the Oregon Criminal Justice Services Division forecasts the need for 7,333 prison beds by July 1995 if no changes are made in sentencing or revocation policies; and

WHEREAS, the Governor's budget for the 1993 - 95 biennium proposes to reduce the current number of prison beds from 6,506 to 6088 beginning July 1993, and reduce the number of probation and parole officers statewide by 100 and maintain that level through 1995 when the beds and probation and parole officers will be most needed; and

WHEREAS, the Citizens Budget Advisory Committees for the Sheriff's Office and Community Corrections recognize that the combination of reduced prison beds and

fewer parole and probation officers will increase the number of unsupervised offenders on the street and will have an adverse impact on public safety, local jails, local jail populations, and the fiscal resources of the county; and

WHEREAS, Multnomah County inmate population releases are currently averaging 279 inmates per month and probation and parole clients currently in the community number approximately 11,000;

THEREFORE BE IT RESOLVED, that it is the policy of the Board of County Commissioners, to support the Oregon State Department of Corrections 1993 - 95 Strategic Plan to the extent that it does not impact the maintenance of existing levels of prison beds and parole and probation services currently provided by the State of Oregon; and

BE IT FURTHER RESOLVED, that the Board of County Commissioners opposes the reduction of prison beds and probation/parole officers; and

BE IT FURTHER RESOLVED that, at the request of the Citizens Budget Advisory Committees of the Sheriff's Office and the Department of Community Corrections, this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate and the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

ADOPTED this _____ day of _____, 1993

H. C. MIGGINS
Acting Multnomah County Chair

REVIEWED:



Laurence Kressel, County Counsel
of Multnomah County, Oregon

In the Matter of the Preservation)
of Corrections Resources in) RESOLUTION
Multnomah County, Oregon) 93-

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners requests the state legislature to identify and

adopt sufficient revenue sources to avoid the reduction of prison beds, probation/parole officers and correctional programs; and

BE IT FURTHER RESOLVED that the Board of County Commissioners requests the state legislature identify and adopt sufficient revenue sources to provide the Oregon Department of Corrections and Multnomah County with funds to develop sufficient local capacity to manage the revocation processes and to sanction and treat parolees and probationers, thereby increasing the effectiveness of our supervision of those offenders posing the greatest risk to public safety; and

BE IT FURTHER RESOLVED that this resolution shall be sent to the Governor of the State of Oregon, the President of the Oregon Senate, the Speaker of the Oregon House of Representatives, and the Multnomah County Congressional Delegation.

Adopted this _____ day of April, 1993.

Hank Miggins
Multnomah County Chair

REVIEWED:

Laurence Kressel, County Counsel
of Multnomah County, Oregon

Meeting Date: APR 22 1993

Agenda No.: R-5

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Consideration of Consolidated Cable Communications Commission
FY 1993/94 Budget

BCC Informal April 20, 1993
(date)

BCC Formal April 22, 1993
(date)

DEPARTMENT Chair's Office

DIVISION _____

CONTACT Julie Omelchuck

TELEPHONE 823-4188

PERSON(S) MAKING PRESENTATION Jack Adams

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: X

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

The Consolidated Cable Communications Commission is recommending approval of its FY 1993/94 Budget. According to the intergovernmental agreement, the Multnomah County Commission, along with the five other member jurisdictions, must take action on the budget prior to May 1, 1993. If all jurisdictions approve the budget, it shall be effective July 1, 1993

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER ✓

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 AM 10:12
MULTNOMAH COUNTY
OREGON

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

*City of Portland
Multnomah County*

*City of Gresham
City of Fairview*

*City of Troutdale
City of Wood Village*

March 18, 1993

RECEIVED

MAR 22 1993

TO: Chair of the Board and Commissioners

FROM: Commissioner Jack Adams and David C. Olson

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Hem ✓

SUBJ: Consolidated Cable Communications Commission: FY 1993/94 Budget

The Consolidated Cable Communications Commission (CCCC) presents the enclosed FY 1993/94 budget request for your consideration and recommends approval. The budget has been extensively reviewed by the Commission and by a budget subcommittee of the Commission. The Commission unanimously approved the budget on March 15, 1993 for submission to each jurisdiction.

As you know in February of 1993 six Jurisdictions - Portland, Gresham, Troutdale, Fairview, Wood Village, and Multnomah County - created the Consolidated Cable Communications Commission (CCCC).

The mission of the CCCC is to enforce and administer cable television franchise agreements for the Jurisdictions of Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters relative to cable communications for the member Jurisdictions and their citizens.

As part of the Agreement, the cable office at Multnomah County was eliminated and the CCCC contracted with the City of Portland for staff services through its Office of Cable Communications and Franchise Management. One full-time staff position transferred to the City from the County and one County position was eliminated. The new Commission replaces the Portland Cable Regulatory Commission and the Multnomah Cable Regulatory Commission. The consolidation of cable regulatory services resulted in savings in the aggregate to all jurisdictions of over \$30,000.

In addition to the overall budget, there are three appendices: the Cable Regulatory Office budget detail; Multnomah Community Television (MCTV) budgets for access and locally-oriented (LO) programming services; and the Program in Community Television (PCTV) budget at Mt. Hood Community College.

According to the Intergovernmental Agreement, each jurisdiction shall review the CCCC proposed budget prior to May 1. If adopted by the jurisdictions, the budget will become effective July 1, 1993.

I will be presenting the enclosed budget request at your upcoming meeting. In the meantime, please contact David Olson or me if you have any questions or need further information.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland

City of Gresham

City of Troutdale

Multnomah County

City of Fairview

City of Wood Village

PROPOSED BUDGET
FISCAL YEAR 1993-94

MARCH 1993

COMMISSIONERS:

Jack Adams

Gene Bui

Diane Burns

Robert Conners

Barbara Rutherford Crest

Ken Osuna

Susanne Palmer

J. Dennis Quail

David C. Olson, Director

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

FY 93-94 PROPOSED BUDGET

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OVERVIEW

In February of 1993 six jurisdictions - Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County - created the Consolidated Cable Communications Commission (CCCC).

The mission of the Consolidated Cable Communications Commission (CCCC) is to enforce and administer cable television franchise agreements for the Jurisdictions of Portland, Gresham, Troutdale, Fairview, Wood Village and Multnomah County; to oversee contracts for community access television and for other public service obligations of the franchises; and to act as a source of information and advocacy on matters relative to cable communications for the member Jurisdictions and their citizens.

As part of the Agreement, the cable office at Multnomah County was eliminated and the CCCC contracted with the City of Portland for staff services through its Office of Cable Communications and Franchise Management. One full-time staff position transferred to the City from the County and one county position was eliminated. The new Commission replaces the Portland Cable Regulatory Commission and the Multnomah Cable Regulatory Commission. The consolidation of cable regulatory services resulted in savings in the aggregate to all the jurisdictions of over \$30,000.

Revenues

Revenue sources include:

First, the Commission collects all cable television franchise fee revenue from Gresham, Troutdale, Fairview, Wood Village and Multnomah County. These revenues will total almost \$700,000 in FY 1993-94;

Second, the Commission administers the proceeds from the East Paragon Settlement Fund which totals approximately \$3.6 million. These monies are being transferred to the City from Multnomah County. The Settlement Fund results from a 1989 payment by KBLCOM and Rogers Cablesystem to the Multnomah Cable Regulatory Commission (MCRC) for settlement of certain obligations of the East Multnomah Franchise Agreement, including operational support for Multnomah Community Television, production of locally-oriented programming (East Metro Edition) and the Program in Community Television at Mt. Hood Community College. The funds are intended to continue these three grants through 1998 which is the life of the franchise agreement.

Third, all participating jurisdictions contribute to the operation of the CCCC as follows:

Portland	\$209,757
Gresham	\$74,126
Multnomah County	\$42,170
Troutdale	\$9,347
Fairview	\$3,402
Wood Village	\$2,981

The methodology for funding the operation of the Commission is based on three determining areas - function, cost allocation unit and percentage distribution of cost. The methodology may be adjusted during the annual budget process. Units are those elements which trigger the costs of each function (e.g. the number of franchise agreements, jurisdictions, contracts, subscribers, etc.). The percentage distribution is the estimated percentage of total resources (personnel, materials, and services) used to address a program function area (staff estimates that 40 percent of total resources will be required to enforce the franchise agreements). A summary of the cost allocation worksheet appears in Appendix One.

Fourth, the Commission administers the cable companies' funding of the annual consumer survey conducted by the Commission.

Fifth, the Commission receives interest on its funds and beginning fund balance.

A detailed summary of the revenue sources is attached in Appendix One.

Expenditures

The major expenditures included within this budget are: franchise fee payments to the jurisdictions; grant funds to Multnomah Community Television (MCTV); grant funds to Mt. Hood Community College; and Cable Regulatory expenses.

The franchise fee payments to the jurisdictions are the total amount of fees collected for Gresham, Troutdale, Fairview, Wood Village and Multnomah County less the amount each jurisdiction contributes to MCTV and the Commission staff support expenses. The total payment amount in FY 1993-94 shows a decrease from the previous year because the FY 1992-93 figure includes a one-time payment of \$115,548 from carryover funds accumulated from past years of operation. No carryover balance is projected in FY 1993-94 since the Commission paid the carryover balance to the jurisdictions in January and, on a quarterly basis, pays to the jurisdictions all franchise fees collected over the amount dedicated to MCTV and the Commission staff support expenses. As a result, the ongoing projected franchise fee revenues from the Commission to the jurisdictions have actually increased from \$66,393 in FY 1992-93 to \$144,478 in FY 1993-94.

Cable Regulatory proposed expenditures have decreased by 10% from the current year operating budget. A line item detail of all expenditures is attached in Appendix One. Creating the history of expenditures and revenues for the merged Commission has been a challenge due to the differing budget methodologies followed by the City of Portland and the Multnomah Cable Regulatory Office. Thus, some of the line items may have gone up or down. However, the jurisdictions will save over \$30,000 in the aggregate due to the merger.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

Fiscal Year 1993 - 94

Financial Summary

RESOURCES	1990-91 Actuals	1991-92 Actuals	1992-93 Adopted	1993-94 Proposed
Beginning Balance	4,627,920	4,400,079	4,040,831	3,428,581
Licenses/Permits/Contracts	634,691	620,247	708,235	1,266,558
Interest	341,439	292,500	193,500	154,286
Portland General Fund	189,920	195,290	181,369	*
Total Resources	\$5,793,970	\$5,312,826	\$4,942,566	\$4,849,425
REQUIREMENTS	1990-91 Actuals	1991-92 Actuals	1992-93 Adopted	1993-94 Proposed
EXPENDITURES				
Jurisdictional Payments	0	0	181,941	144,478
Mt. Hood Community College	95,500	100,000	108,000	113,000
Multnomah Community TV - Access **	762,841	787,952	882,975	983,545
Multnomah Communit TV - LO	117,360	123,000	129,000	128,750
Consolidated Cable Commun. Comm.	375,360	412,256	381,658	345,783
Total	\$1,351,061	\$1,423,208	\$1,683,574	\$1,715,556
Contingency	0	20,000	16,000	6,000
Unappropriated Balance	4,480,886	3,923,277	3,470,783	3,127,869
Total Requirements	\$5,831,947	\$5,366,485	\$5,170,357	\$4,849,425

* Portland General Fund contribution is included in Licenses/Permits/Contracts line item due to the consolidation

** \$145,789 for MCTV is subject to final approval by the Portland City Council

mergsumm

10-Mar-93

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

FISCAL YEAR 1993 - 94 PROPOSED BUDGET LINE ITEM DETAIL

<i>Expenditure Classification</i>	<i>Actual FY 90-91 *</i>	<i>Actual FY 91-92 *</i>	<i>Revised Budget FY 92-93 *</i>	<i>Total Request FY 93-94</i>
511000 Full-Time Employees		\$148,448	\$152,515	\$146,274
514000 Overtime		348	286	500
517000 Benefits		52,486	61,882	54,115
Total Personal Services	\$198,803	\$201,282	\$214,683	\$200,889
521000 Professional Services		\$72,139	\$39,574	\$37,303
523000 Equipment Rental		0	921	
524000 Repair & Maintenance				1,600
529000 Miscellaneous Services **		1,202,714	1,302,389	1,371,173
531000 Office Supplies		987	1,586	1,000
532000 Operating Supplies		1,703	849	900
541000 Education		9,273	3,334	2,040
543000 Out-of-Town Travel		10,742	8,152	6,000
549000 Miscellaneous		3,524	2,618	4,435
Total External Materials & Svcs	\$1,059,709	\$1,301,082	\$1,359,423	\$1,424,451
551000 Fleet Services		\$1,217	\$1,553	\$1,040
552000 Printing/Distribution		19,508	12,950	8,507
553000 Facilities Services		8,619	8,980	10,624
554000 Communications		5,046	4,572	3,734
555000 Data Processing		455	238	380
556000 Insurance		15,542	4,230	5,931
Total Internal Materials & Svcs	\$27,164	\$50,387	\$32,523	\$30,216
Total Materials & Services	\$1,086,873	\$1,351,469	\$1,391,946	\$1,454,667
564000 Equipment	1,995	8,282		3,000
572101 General Fund Overhead Transfer				57,000
Contingency				6,000
Total Appropriation	\$1,287,671	\$1,561,033	\$1,606,629	\$1,721,556

* Portland and MCRC combined budget.

** \$145,789 for MCTV is subject to final approval by the Portland City Council

APPENDIX ONE

CABLE REGULATORY FY 1993-94 BUDGET

**CABLE REGULATORY BUDGET
FY 1993-94
Budget Narrative**

Cable Regulatory proposed expenditures have decreased by 10% from the current year operating budget. A line item detail of all expenditures is attached. Creating the history of expenditures and revenues for the merged Commission has been a challenge due to the differing budget methodologies followed by the City of Portland and the Multnomah Cable Regulatory Office. Thus, some of the line items may have gone up or down. However, the jurisdictions will save over \$30,000 in the aggregate due to the merger.

All participating jurisdictions contribute to the operation of the Consolidated Cable Communications Commission which is staffed by the Office of Cable Communications and Franchise Management of the City of Portland. The methodology for funding, the operation of the Commission is based on three determining areas function, cost allocation unit and percentage distribution of cost. The methodology may be adjusted during the annual budget process. Units are those elements which trigger the costs of each function (e.g. the number of franchise agreements, jurisdictions, contracts, subscribers, etc.). The percentage distribution is the estimated percentage of total resources (personnel, materials, and services) used to address a program function area (staff estimates that 40 percent of total resources will be required to enforce the franchise agreements). A summary of the cost allocation worksheet is attached.

The Proposed Budget provides for 3 full-time equivalent positions, associated materials and services, and overhead. The Office of Cable Communications and Franchise Management manages two programs: Cable Regulation and Utility Franchise Management. There are 5 staff positions within the Office. The equivalent of 3 full-time positions will focus on cable on behalf of the Commission with the other two full-time equivalent positions focusing on Utility Franchise Management (the Utility Franchise Management Program is funded by the City of Portland). The detail of the positions appears later in this Appendix.

The Cable Regulatory Office has four revenue sources: beginning balance, jurisdictional contributions based on the cost allocation methodology, funding from the cable company for the annual consumer survey and interest on cable office funds.

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

City of Portland
Multnomah County

City of Gresham
City of Fairview

City of Troutdale
City of Wood Village

FY 1993-94 Proposed Operating Budget CABLE REGULATORY OFFICE

Acct.	Title	FY 90-91 Actual	FY 91-92 Actual	FY 92-93 Amended Budget	FY 93-94 Proposed Budget
5110	Full-Time Employees		148,448	152,515	146,274
5140	Overtime		347	286	500
5170	Benefits		52,486	61,882	54,115
	Personal Services	198,803	201,282	214,683	200,889
5210	Professional Services *		72,139	39,574	37,303
5240	Repair & Maintenance		0	921	1,600
5290	Miscellaneous Services		2,572	473	1,400
5310	Office Supplies		987	1,586	1,000
5320	Operating Supplies		1,703	849	900
5410	Education		9,273	3,334	2,040
5430	Out-of-Town Travel		10,742	8,152	6,000
5490	Miscellaneous		3,524	2,618	4,435
	External Materials and Services	98,591	100,940	57,507	54,678
5510	Fleet Services		1,217	1,553	1,040
5520	Print/Distribution		19,508	12,950	8,507
5530	Facilities Services @		8,619	8,980	10,624
5540	Communications Services		5,046	4,572	3,734
5550	Data Processing Services @		455	238	380
5560	Insurance @		15,542	4,230	5,931
	Internal Services	27,164	50,387	32,525	30,216
5640	Capital Outlay **	1,995	8,282	0	3,000
	Capital Outlay	1,995	8,282	0	3,000
	TOTAL	326,553	360,890	304,715	\$288,783
	Overhead/Indirect Costs	48,807	51,366	60,943	57,000
	Tot. Budget Plus OH/Indirect Costs	375,360	412,256	365,658	\$345,783
	Contingency	0	0	16,000	\$6,000
	TOTAL	375,360	412,256	381,658	\$351,783

* Includes \$10,000 for consumer survey which will be reimbursed by the cable company.

** One time expenditure only.

@ Represents 60% of Total Cable Office's budget, other 40% goes to Utility Program

**Consolidated Cable Communications Commission
FY 93-94 PROPOSED BUDGET, LINE ITEM DETAIL**

5110 Full-Time Employees		
Director	0.5	30,899
Dep. Director	0.5	28,340
Financial Analyst	0.5	22,695
Hearings Clerk	0.5	17,039
Program Coordinator	1.0	47,301
Total		\$146,274
5140 Overtime		
Hearings Clerk		\$500
5170 Benefits		
Director	0.5	10,679
Dep. Director	0.5	10,191
Financial Analyst	0.5	8,772
Hearings Clerk	0.5	7,208
Program Coordinator	1.0	17,265
Total		\$54,115
Personal Services, Total		\$200,889
5210 Professional Services		
Technical Service(E. Paragon Franch. Requirement		7,000
Financial Service(All Cable Franchises)		17,303
Consumer Survey(Paragon franchise requirement, reimbursed by cable company)		10,000
Annual Planning Retreat Facilitator		1,000
Legal Services		2,000
Total		\$37,303
5240 Repair & Maintenance		
Computer Hardware Maint.		1,200
Typewriter		250
Other		150
Total		\$1,600
5290 Miscellaneous Services		
Temp. Clerical Suppt		900
Courier Service, Federal Express, & UPS		500
Total		\$1,400

**Consolidated Cable Communications Commission
FY 93-94 PROPOSED BUDGET, LINE ITEM DETAIL**

5310 Office Supplies	1,000
5320 Operating Supplies,	
Printer, Fax, & other supplies	400
Software Upgrade	500
Total	\$900
5410 Education	
Computer Training	300
Continuing Education(1992 Cable Act Worksh. for 3)	690
Seminar/Conference Fees	
NATOA	800
ACM	250
	2,040
5430 Out-of-Town Travel	
NATOA Regional for One	900
NATOA National Conference for Two	2,200
NATOA Board Meeting for One	900
ACM Board Meeting for One	900
ACM National Conference for One	1,100
Total	\$6,000
5490 Miscellaneous	
Memberships:	
NATOA	1,425
ACM	250
Oregon State bar	155
Parking; CCCC, & Customers	500
Subscriptions:	
Multichannel News	385
Wall Street Journal	70
Oregonian	70
Gresham Outlook	35
Cable Television Law	600
Cable TV Fact Book	395
Cable Update	300
TV Host	60
Refreshments for CCCC meetings	120
Awards and Premiums	70
Total	\$4,435
Total, External M & S	\$54,678

**Consolidated Cable Communications Commission
FY 93-94 PROPOSED BUDGET, LINE ITEM DETAIL**

Internal Service	
5510 Fleet Services	1,040
5520 Print/Distribution	8,507
5530 Facilities Services	10,624
5540 Communications Services:	
Assigned Equipments	2,093
Long Distance	1,040
Cellular Phone	275
Telecommunication Service Charge	200
Gen Svc. Overhead	126
5550 Data Processing Services:	
Service charge	380
5560 Insurance/Worker's Comp.	5,931
Total, Internal Svcs	\$30,216
5,640 Capital Outlay	
Printer	3,000
Total	\$288,783
Overhead	57,000
Contingency	6,000
G. Total	\$351,783

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10-Mar-93

12:41

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION

10-Mar-93

Cost Allocation Worksheet

Proposed Budget: \$341,783 *

Functions	Cost Allocation Unit	% of Cost Distribution	Amount of Distribution	Total No. of Units	No. of Units ...		Amount of Distribution		
					PCRC	MCRC	Unit Cost	PCRC	MCRC
1. Complex Franchise Reg./Negotiation/Enforc.	No. of Franchises **	40.0%	136,713	3.17	2.17	1.00	\$43,127	93,586	43,127
2. Consumer Issues	No. of Subscribers	20.0%	68,357	125,100.0	95,295.0	29,805	\$0.55	52,071	16,286
3. Monitoring Access and PCTV	No. of Contracts	10.0%	34,178	3.0	1.0	2	\$11,392.77	11,393	22,786
4. Liaison with Jurisdiction	No. of Jurisdiction	10.0%	34,178	6.0	1.0	5	\$5,696.38	5,696	28,482
5. FCC/Legislation	No. of Subscribers	10.0%	34,178	125,100.0	95,295.0	29,805	\$0.27	26,035	8,143
6. Administration	Prop. to 1.2.3 & 4	10.0%	34,178	1.0	61.4%	38.6%	Prop. to 1-4	20,976	13,203
Total		100.0%	\$341,783					\$209,757	\$132,026

Cost Savings Comparison

	No. of Subs	MCRC % Dist.	Current Budget Inflated by 5%	Proposed Budget	\$\$ Savings per Jurisd.	%% Savings per Jurisd.
Portland	95,295		\$217,435	\$209,757	\$7,678	3.5%
MCRC	29,805	100.0%	\$161,560	\$132,026	\$29,534	18.3%
Gresham	16,734	56.1%	\$93,220	\$74,126	\$19,094	20.5%
Multnomah Co.	9,520	31.9%	\$48,630	\$42,170	\$6,460	13.3%
Troutdale	2,110	7.1%	\$11,794	\$9,347	\$2,447	20.8%
Fairview	768	2.6%	\$4,201	\$3,402	\$799	19.0%
Wood Village	673	2.3%	\$3,716	\$2,981	\$735	19.8%
Total	125,100		\$378,995	\$341,783	\$37,212	9.8%

Savings

	MCRC	%%	PCRC	%%
FY 92-93 Budget inflated by 5%	161,560	43%	217,435	57%
Proposed 93-94 Budget	132,026	39%	209,757	61%
Savings	\$29,534		\$7,678	

* Actual budget is \$351,783, \$10,000 of which is a contribution for consumer survey from the cable companies

** Portland's Columbia and Multnomah County's TCI Franchises require less effort

PCRC: Portland Cable Regulatory Commission

MCRC: Multnomah Cable Regulatory Commission

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12:47

CONSOLIDATED CABLE COMMUNICATIONS COMMISSION(CCCC)

Resources and Disbursements

FY 1993-94

Jurisdictions	Franchise Fees	Contribut. to Oper. Bud.	MCTV Payments	PCTV	Jurisdictional Payments
PORTLAND *		209,757	145,789		N/A
Consumer Survey funding (Actual cost is reimbursed by the Cable Operator.)		10,000			
Portland Total		\$219,757	\$145,789		
MCRC:					
GRESHAM	403,764	74,126	242,258		87,380
MULTNOMAH CO.	203,438	42,170	122,063		39,205
TROUTDALE	49,702	9,347	29,821		10,534
FAIRVIEW	19,563	3,402	11,738		4,423
WOOD VILLAGE	14,793	2,981	8,876		2,936
Total	\$691,260	\$351,783	\$560,545		\$144,478
Payments from East County Settlement Fund **					
Grant, MCTV Access			423,000		
Local Origination, MCTV			128,750		
PCTV				113000	
East Co. Settl. Fund Total			\$551,750	\$113,000	
Grant Total	\$691,260	\$351,783	\$1,112,295	\$113,000	\$144,478

* MCTV payment is subject to final approval by the Portland City Council

** Detail, East County Settlement Fund

FY 93-94

Resources:	
Beginning Balance	3428581
Interest	154286
Total	\$3,582,867
Requirements:	
Grant, MCTV Access	423000
Local Origination	128750
PCTV	113000
Total	\$664,750

APPENDIX TWO
MULTNOMAH COMMUNITY TELEVISION
FY 1993-94
ACCESS AND LOCAL ORIGINATION BUDGETS

MULTNOMAH COMMUNITY TELEVISION
Budget Summary and Narrative

Multnomah Community Television (MCTV) gives people the skills and tools to use the powerful medium of television to communicate with one another. As a First Amendment platform, MCTV reflects the diversity of ideas, cultures and expression that a healthy democracy requires. It is television promoting effective community dialogue and education.

MCTV, together with hundreds of community volunteers, produces a variety of educational, informational and entertainment programming, including shows about the arts, local and national politics, school sports coverage, religion, non-English language programs, music videos, environmental issues, health and fitness and many other topics of concern and interest to the community.

MCTV, with a staff of 25 employees (22 FTEs) and 2 to 7 interns, programs 8 channels on Paragon Cable.

Channel 11, the Community Access Network, is interconnected with all 8 Portland-Vancouver area cable TV systems and features a variety of programming.

Channel 21, MCTV's flagship channel, features a wide range of public access and other local programming.

Available in East County only:

Channel 22, the Multnomah Public Affairs Channel, provides an essential link between local government and the public by airing commission, city council and other local meetings.

Channel 31, the Educational Access Channel, is a vital link between the area's school districts, educational institutions and the public.

Channel 32 offers telecourses from Mt Hood Community College.

Channel 33 features a variety of local programming from Portland Cable Access.

Channel 34, the Community Bulletin Board, lists community events and other notices of public interest 24 hours a day.

Channel 58 is the MCTV Program Guide and video newsletter.

MCTV's Public Access Department provides training in all aspects of television production: on location or in the studio, single and multi-camera production, editing and computer graphics. More than 1,000 people attend the over 200 classes offered by MCTV

each year. Individuals and groups -- including the Sickle Cell Anemia Foundation, the Girl and Boy Scouts, senior citizens, Oregon Access, junior hockey teams, religious groups, and sports enthusiasts, to name a few -- take advantage of this training and produce a wide range of entertainment and informational programming. MCTV volunteers also provide coverage for many community projects such as the Mt. Hood Festival of Jazz, Windjam and local athletic and cultural events. Training is free and results each year in over 1,000 hours of original programming and over 700 new programs that play 20 hours a day on Channel 21.

MCTV's Government Department provides live meeting coverage of the Multnomah County Commissioners, the Gresham and Troutdale City Councils as well as the Gresham and Troutdale Planning Commissions. These meetings are taped and recablecast 3 to 4 times each week. Combined with Board of Education meetings, this results in over 40 hours of local government meeting coverage each week. The Municipal Department also covers local community meetings such as the Gresham Chamber of Commerce Noon Forum, acquires programming of local interest and produces programs on local issues.

The Education Department covers and provides training for the East County education community. Education Department programs include live and taped coverage of Board of Education (including Mt. Hood Community College) meetings, a summer media camp for elementary, middle and high school students, and *Homework Hotline*, a weekly live call-in program where students help other students with difficult homework assignments. The Education Department also cablecasts acquired programming such as French and Japanese language programs.

Through a separate contract, MCTV produces *East Metro Edition*, East County's only local television news show. This award-winning weekly news magazine covers East County events and news on a day-to-day basis and is staffed by 4 full-time employees and an intern.

This year MCTV initiated a First Amendment education campaign, "Censoring the First Amendment: Who Pay the Price?" This campaign will use staff and volunteer produced programs and other activities to further public understanding of freedom of speech and its importance in a healthy democracy. MCTV has also broadened its outreach program, changing from a quarterly to a monthly newsletter, developing underwriting packets for *East Metro Edition* and other promotional materials, beginning to develop a volunteer tracking system, and planning for classes and workshops for people who may not want to make television (e.g., media literacy classes). Since this outreach program will stretch MCTV resources even further, we are looking at options that will allow us to catch up with and to fill increasing community needs for our services.

**MCTV BUDGET SUMMARY
1993-1994**

INCOME:

Access Support	\$ 423,000
Franchise Fees, Multnomah	\$ 414,755
Franchise Fees, Portland	\$ 145,789
Interest	\$ 10,000
Other	\$ 4,500
Administration -- LO	\$ <u>25,000</u>
TOTAL INCOME	\$ 1,023,044

EXPENSES:

Total Personnel Services	\$ 586,475
Total Materials and Services	\$ 247,590
Total Capital	\$ <u>188,979</u>
TOTAL EXPENSES	\$ 1,023,044

FUNDS:

Equipment Replacement Fund	\$ 124,358
Building Fund	\$ <u>151,355</u>
TOTAL FUND BALANCES	\$ 275,713

**LOCAL ORIGATION BUDGET SUMMARY
1993-1994**

INCOME:

LO Capital Carry-Over	\$ 20,000
Operating Carry-Over	\$ 4,000
Special Access Funding	\$ 128,750
Interest Income	\$ 1,000
Other Fund Raising	\$ <u>15,000</u>
TOTAL INCOME	\$ 168,750

EXPENSES:

Total Personnel Services	\$ 91,741
Total Materials and Services	\$ 57,009
Total Capital	\$ <u>20,000</u>
TOTAL EXPENSES	\$ 168,750

FUNDS:

Equipment Replacement Fund	\$ <u>87,869</u>
TOTAL FUND BALANCES	\$ 87,869

APPENDIX THREE
MT. HOOD COMMUNITY COLLEGE
PROGRAM IN COMMUNITY TELEVISION
FY 1993-94 BUDGET



MT. HOOD COMMUNITY COLLEGE

26000 S.E. STARK ST., GRESHAM, OREGON 97030 • (503) 667-6422 • FAX (503) 667-7389

15 March 1993

Dr. Paul E. Kreider, *President*

About the Program in Community Television...

The community television curriculum offers a degree program over a sequence of six terms concentrating on community access television. Classroom study and practical experiences are integrated to prepare students for the escalating technology they will face in today's community media environment.

Basic course work grounds the student in video production techniques, management skills and community outreach. In addition other areas of study include project funding, volunteer management, community advocacy and job search skills. Classes are centered around lab or hands-on production modules with seminar structured classes to supplement.

Access television presents a unique means of communication on a local level. Facilities have been set aside which generate exchanges among neighbors, present government meetings and document community events. Television in general, and specifically cable TV, has assumed an active role in the home, workplace, school and community organizations. Its unlimited potential to serve both the public and private sectors depends largely on trained people who can educate within that community, identify resources and facilitate the communication process. This is the goal of the Program in Community Television (PCTV).

The program also offers college course work appropriate for people who are looking to upgrade current skills and knowledge or would like to expand their understanding of community television and it's numerous applications.

Budget Narrative

⇒ REVENUE

PCTV revenue comes to MHCC from funds paid by the cable company to the Cable Regulatory Commission in 1989 in settlement of the cable companies obligation to fund PCTV. The funds are intended to extend over the life of the franchise.

⇒ EXPENSES

⇒ PERSONNEL

Salaries and Fringe

One full time instructor teaches 10 of the 16 class that make a core curriculum. These core class are in addition to general education curriculum which requires study in four areas; Communications, Humanities, Science/Mathematics, and Health/Physical Education. A student graduating with an Associate of Applied Science degree in Community Television will have completed a minimum of 93 credits. The full time instructor is also the program's director, assisting in the budget process, serving as liaison to the community, the regulatory commission and the College. The instructor also attends board meetings and at the discretion of the College president fills an exofficio seat on the Multnomah Community Television Board of Directors. Other expenses for instruction, include a communication personnel management class instructor and supervised internships during the summer. There are a limited number of Student Aide jobs paid by the program for internships or projects. In addition, PCTV shares the cost for a part-time technician with the Television Production Technology program for maintenance and repair of video equipment.

⇒ SUPPLIES & SERVICES

Supplies/Education

Besides typical office expenses and instructional supplies tape and video production expendables are also included in this budget area. Travel and education expenses serve as professional development for the PCTV instructor/director and to offset costs for students to attend regional workshops and conferences. Facilitators or instructors who are experts in particular areas are brought to campus for one-time workshops or seminars.

Repair & Replacement

To date repair costs have been relatively low. However, the need to replace some equipment is anticipated. Line item balances have been carried forward in setting the budget. In part this tracks program funds into budgeted line items and builds an equipment replacement contingency. When replacement of equipment is necessary the regulatory commission is informed of expenditures.

⇒ CAPITAL OUTLAY

the program's capital needs are anticipated to be small and concentrated in the area of upgrading video to a Hi8 format and acquiring some audio equipment.

PCTV Budget FY93/94

		FY88-89 Actual	FY89-90 Actual	FY90-91 Actual	FY91-92 Actual	FY92-93 Budgeted	FY 93-94 Adopted
	Revenue [MCRC]	\$73,000.00	\$86,178.00	\$95,500.00	\$100,000.00	\$108,000.00	\$113,000.00
	Carryover	\$50,696.72	\$35,730.97	\$33,063.11	\$16,710.16	\$0.00	\$0.00
2000	Salaries	\$32,701.41	\$43,755.86	\$46,118.30	\$57,403.29	\$59,384.33	\$60,748.43
3000	Fringe	\$9,149.80	\$11,944.57	\$13,021.50	\$14,435.70	\$17,291.42	\$17,804.34
	PERSONNEL	\$41,851.21	\$55,700.43	\$59,139.80	\$71,838.99	\$76,675.74	\$78,552.76
4000	Supplies/Education	\$15,067.30	\$13,874.33	\$12,161.95	\$8,131.30	\$11,400.00	\$11,900.00
7000	Repair & Replacement	\$440.12	\$1,122.88	\$1,677.50	\$950.28	\$13,924.26	\$16,547.24
	SUPPLIES & SERVICES	\$15,507.42	\$14,997.21	\$13,839.45	\$9,081.58	\$25,324.26	\$28,447.24
8030	Capital Outlay	\$30,607.22	\$18,142.12	\$38,873.70	\$35,680.09	\$6,000.00	\$6,000.00
	CAPITAL	\$30,607.22	\$18,142.12	\$38,873.70	\$35,680.09	\$6,000.00	\$6,000.00
	total	\$87,965.85	\$88,839.76	\$111,852.95	\$116,600.66	\$108,000.00	\$113,000.00
	Unappropriated Bal.	\$35,730.87	\$33,069.21	\$16,710.16	\$109.50	\$0.00	\$0.00

Date Submitted April 13, 1993

Meeting Date APR 22 1993
Agenda No. R-6

REQUEST FOR PLACEMENT ON THE AGENDA

Subject Adopting the Supplemental Budget

Informal Only

Formal Only April 22, 1993

DEPARTMENT Nondepartmental

DIVISION Planning & Budget

CONTACT Dave Warren

TELEPHONE 248-3822

Brief Summary

Adoption of the Supplemental Budget for 1992-93. The Supplemental Budget has been reviewed by Tax Supervising and returned for Board adoption. It includes appropriation of proceeds from Certificates of Participation to refinance several outstanding COP issues, Walnut Park, remodeling of the Gill First Floor, and Columbia Villa Construction, appropriation of Video Lottery money dedicated to law enforcement and gambling addiction programs, and several smaller items.

Action Requested:

☐ Information Only ☐ Preliminary Approval ☐ Policy Direction ☒ Approval

4/27/93 certified true copies to Dave Warren

Estimated Time Needed on Agenda 10 minutes

IMPACT:

☐ Personnel
☐ Fiscal/Budgetary
☐ General Fund
☐ Other

BOARD OF
COUNTY COMMISSIONERS
MULTI-JURISDICTIONAL COUNTY
OREGON
1993 APR 13 AM 10:11

SIGNATURES

Department Manager

Budget/Personnel

County Counsel

Other

David C. Sharra
[Signature]

TAX SUPERVISING & CONSERVATION COMMISSION

MULTNOMAH COUNTY, OREGON

724 Mead Building

421 S.W. Fifth Avenue

Portland, Oregon 97204-2189

(503) 248-3054 FAX 248-3053

April 5, 1993

Board of Commissioners
Multnomah County
1510 Portland Building
Portland, Oregon 97204

Dear Board Members:

The Tax Supervising and Conservation Commission has completed review of the 1992-93 Supplemental Budget for Multnomah County. This review was undertaken pursuant to ORS 294.605-705 to confirm compliance with applicable laws and to determine the adequacy of estimates necessary to support efficient and economical administration of the district.

The 1992-93 Supplemental Budget, filed March 9, 1993 is hereby certified without recommendation or objection.

Supplemental budget estimates are certified as follows:

General Fund	\$ 1,294,098
Emergency Communications Fund	50,000
Federal/State Fund	1,200,262
Natural Areas Acquisition Fund	150,000
Capital Improvement Fund	310,000
Library Fund	14,729
Capital Lease Retirement Fund	17,000,000
Lease Purchase Project Fund	6,600,000
Assessment District Bond Sinking Fund	227,051
(Including an Unappropriated Ending Fund Balance of \$128,051)	
Recreation Fund	0
Data Processing Fund	<u>405,000</u>
Total	\$ 27,251,140

Board of County Commissioners
Multnomah County

April 5, 1993
Page 2

Please file a copy of the adopted budget and supporting documentation within 15 days of adoption.

Yours very truly,

TAX SUPERVISING & CONSERVATION COMMISSION

A handwritten signature in cursive script, reading "Margaret M. Bauer".

Margaret M. Bauer
Administrative Officer

MMB:pj

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR
MULTNOMAH COUNTY

(In the Matter of the Adoption of a)
(Supplemental Budget for Multnomah)
(County, Oregon, for the Fiscal Year July 1,)
(1992 to June 30, 1993, and Making the)
(Appropriations thereunder, Pursuant to)
(ORS 294.435)

RESOLUTION

93-114

WHEREAS the above entitled matter is before the Board to consider the adoption of the supplemental budget for Multnomah County for the fiscal year July 1, 1992 to June 30, 1993; and

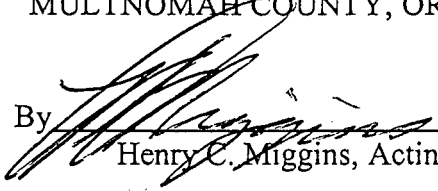
WHEREAS the Multnomah County supplemental budget as prepared by the duly appointed Budget Officer has been considered and approved by the Board; a public hearing has been held before the Multnomah County Tax Supervising and Conservation Commission on the 2nd day of April 1993, and said supplemental budget has been duly certified by the said Tax Supervising and Conservation Commission without recommendation; and

WHEREAS the supplemental budget as certified is on file in the Office of the Chair of Multnomah County and the appropriations authorized therein are attached to this resolution as Attachment A;

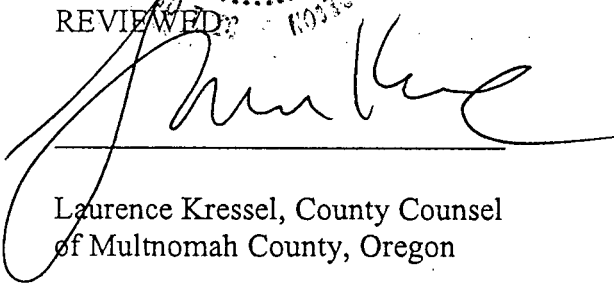
NOW THEREFORE BE IT RESOLVED that the supplemental budget, including Attachment A, is hereby adopted as the supplemental budget of Multnomah County, Oregon, and the attached appropriations are authorized for the fiscal year July 1, 1992 to June 30, 1993.

Adopted this 22nd day of April 1993

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By 
Henry C. Miggins, Acting Chair

REVIEWED


Laurence Kressel, County Counsel
of Multnomah County, Oregon

ATTACHMENT A - SUPPLEMENTAL BUDGET

APPROPRIATION SCHEDULE

	<u>Appropriation Change</u>
FUND 100: GENERAL FUND	
Multnomah County District Attorney's Office	
Personal Services	\$ 5,000
Materials and Services	1,075,776
Cash Transfer to Federal/State Fund	8,270
Contingency	205,052
FUND 151: EMERGENCY COMMUNICATIONS FUND	
Multnomah County Sheriff's Office	
Materials and Services	50,000
FUND 156: FEDERAL/STATE FUND	
Department of Social Services	
Materials and Services	1,189,637
District Attorney	
Materials and Services	10,625
FUND 153: NATURAL AREAS ACQUISITION FUND	
Department of Environmental Services	
Capital Outlay	150,000
FUND 240: CAPITAL IMPROVEMENT FUND	
Department of Environmental Services	
Personal Services	20,000
Materials and Services	140,000
Capital Outlay	150,000
FUND 162: LIBRARY FUND	
Department of Libraries	
Contingency	14,729
FUND 225: CAPITAL LEASE RETIREMENT FUND	
Nondepartmental	
Principal	17,000,000

	<u>Appropriation Change</u>
FUND 235: LEASE PURCHASE PROJECT FUND	
Nondepartmental	
Materials and Services	1,000,000
Capital Outlay	5,600,000
FUND 252: ASSESSMENT DISTRICT BOND SINKING FUND	
Environmental Services	
Professional Services	4,000
Principal	95,000
Unappropriated Balance	128,051
FUND 330: RECREATION FUND	
Environmental Services	
Materials and Services	(2,000)
Capital Outlay	(66,487)
Cash Transfer to General Fund	68,487
FUND 403: DATA PROCESSING FUND	
Environmental Services	
Capital Outlay	405,000

APR 22 1993
R-7

Meeting Date: April 8, 1993 APR 15 1993

Agenda No.: R-20 R-19

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: First Reading of an Ordinance transferring Way of Necessity Proceedings to Multnomah County Circuit Court

BCC Informal April 6, 1993 (date) BCC Formal April 8, 1993 (date)

DEPARTMENT Nondepartmental DIVISION Chairs Office

CONTACT Hank Miggins TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Hank Miggins, Matt Ryan

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):

Ordinance transfers jurisdiction over Way of Necessity Proceedings to the Multnomah County Circuit Court. The interest of the owners of property and the residents of Multnomah County would be better served if the Circuit Court assumed jurisdiction over the statutory establishment of Ways of Necessity within Multnomah County.

4/26/93 copy to Matt Ryan
4/28/93 copies to Ordinance Dist. List

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER H. Miggins

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 MAR 30 PM 1:51
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Ordinance Title: An Ordinance transferring jurisdiction over
Way of Necessity Proceedings to the
Multnomah County Circuit Court.

Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:

The interest of the owners of property and the residents of Multnomah County would be better served if the Circuit Court assumed jurisdiction over the statutory establishment of Ways of Necessity within Multnomah County.

What other local jurisdictions have enacted similar legislation?

Jackson County, Oregon and other counties have enacted similar legislation.

What has been the experience in other areas with this type of legislation?

Saves Board time and minimizes appeals. Reduces Board's quasi-judicial functions.

What is the fiscal impact, if any?

Eliminates staff and Board preparation time.

(Please use other side if you need more space)

SIGNATURES

Person Filling out form Jackie Weber

Planning & Budget (if fiscal impact) _____

Department Manager/Elected Official Gladys McPoy

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 759

An ordinance transferring jurisdiction over Way of Necessity Proceedings to the Multnomah County Circuit Court.

Multnomah County Ordains as follows:

Section I. Findings:

A. ORS 376.200 provides that a county governing body may adopt an ordinance removing the governing body from jurisdiction of the statutory establishment of Ways of Necessity, whereupon the Circuit Court would assume jurisdiction.

B. Ways of Necessity proceedings require the Board to sit in a judicial capacity concerning matters which would be more appropriately addressed by the Circuit Court.

C. The interests of the owners of property and the residents of Multnomah County would be better served if the Circuit Court assumed jurisdiction over statutory establishment of Ways of Necessity within Multnomah County.

Section II. Action:

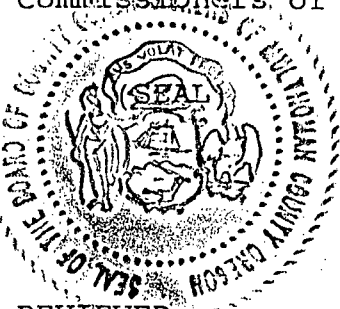
The Board of County Commissioners of Multnomah County, Oregon is hereby removed from jurisdiction of the statutory establishment of Ways of Necessity. Pursuant to ORS 376.200, the Circuit Court of Multnomah County, Oregon shall have jurisdiction of the statutory establishment of Ways of Necessity.

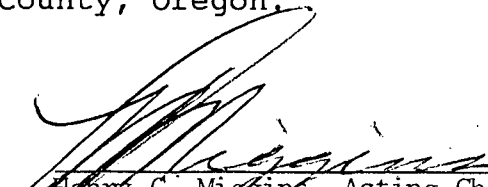
03/24/93:1

Section III. Adoption:

This ordinance, being necessary for the health, safety and general welfare of the people of Multnomah County, shall take effect on the thirtieth day after its adoption, pursuant to Section 5.50 of the Charter of Multnomah County, Oregon.

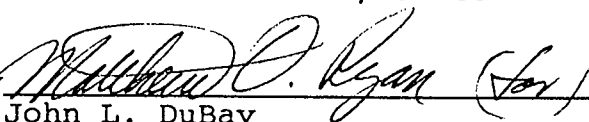
ADOPTED this 22nd day of April, 1993, being the date of its second reading before the Board of County Commissioners of Multnomah County, Oregon.




Henry C. Miggins, Acting Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
John L. DuBay
Chief Assistant County Counsel

D:\WPDATA\FOURTEEN\NECESSIT.ORD\dp

03/24/93:1

Meeting Date: ~~APR 15 1993~~ APR 22 1993

Agenda No.: R-6 R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Exempt Benefits Ordinance

BCC Informal 4/13/93 BCC Formal 4/15/93
(date) (date)

DEPARTMENT Nondepartmental DIVISION Employee Services

CONTACT Curtis Smith TELEPHONE 248-5015

PERSON(S) MAKING PRESENTATION Curtis Smith

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: X

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

Two changes to the Exempt Employee Benefits Ordinance are proposed: 1) Reinstatement of the MCSO "Eve Leave", which was inadvertently omitted from the recent re-adopted Ordinance; and 2) Revision of the existing bus pass program. If adopted, the program would: a) Expand bus usage from Tri-Met to any public bus company; b) set a percentage rate of the total cost for reimbursement, rather than a fixed dollar amount; and c) use IRS regulations to limit the amount of reimbursement. Cost of this revision, effective July 1, 1993, is \$30,150 for FY 93/94, which is currently included in the proposed budget.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCray
or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1998 APR -6 AM 9:59

ORDINANCE FACT SHEET

Ordinance Title: Exempt Employee Benefit Ordinance

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Amend existing Ordinance to include two changes: 1) reinstate MCSO "Eve Leave", inadvertently omitted previously; and 2) revise the existing bus pass program to that it covers all public bus companies operating in the area and so that the employee reimbursement is set at a percentage of the total cost of a pass, rather than a fixed dollar amount.

What other local jurisdictions in the metropolitan area have enacted similar legislation?

What has been the experience in other areas with this type of legislation?

What is the fiscal impact, if any?

Cost of the bus pass program revision, effective July 1, 1993, is \$30,150 for FY 93/94, which is currently included in the proposed budget.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form:

Curtis Smith by SGA

Planning & Budget Division (if fiscal impact):

David C. Sharron

Department Manager/Elected Official:

Gladys McCoy

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. _____

4
5 An ordinance relating to benefits for employees not
6 covered by collective bargaining agreement, and amending
7 Ordinance No. 740.

8 Multnomah County ordains as follows:

9 Section I. Findings.

10 (A) Ordinance No. 740 adopted benefit provisions for
11 employees not covered by collective bargaining agreement.

12 (B) The Board has determined that it is necessary to
13 amend the previously adopted Ordinance for the following
14 reasons:

15 (1) To correct an error in the provision for
16 paid holidays for Sheriff's Office exempt employees.

17 (2) To modify the Tri-Met Pass Program so that
18 it covers all public bus companies operating in the area and so
19 that the employee reimbursement is set at a percentage of the
20 total cost of a pass, rather than a fixed dollar amount.

21 Section II. Amendment.

22 Ordinance No. 740, Section VI. Paid Holidays,
23 Paragraph (A) is hereby amended to read:

24 "In lieu of the specific holidays listed above, the
25 Sheriff's Office exempt employees shall be awarded eleven and

one-half (11 1/2) Personal Holidays per year on each July 1, to be used at the discretion of the employee with the consent of the Appointing Manager."

Section III. Repeal.

Ordinance No. 740, Section XV. Tri-Met Pass Program is repealed, effective June 30, 1993.

Section IV. Substitute Provision.

The following substitute provision is hereby adopted:

"Section XV. Bus Pass Program

Effective July 1, 1993, the County shall contribute an amount equal to 75% of the monthly cost of a public bus pass which the employee uses for his/her personal commuting to and from work. In no case shall the monthly dollar amount reimbursed exceed the maximum non-taxable amount allowed by IRS regulations."

ADOPTED this _____ day of _____,
1993, being the date of its second reading before the Board of
County Commissioners of Multnomah County, Oregon.

By Henry C. Miggins, Acting Chair
MULTNOMAH COUNTY, OREGON

REVIEWED:

Stacy Nemlow
Laurence Kressel, County Counsel
of Multnomah County, Oregon

Meeting Date: APR 22 1993

Agenda Number: R-9
(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: _____

Board Briefing: _____ Regular Meeting _____
(date) (date)

Department: Non Departmental Division County Chair's Office

Contact: Hank Miggins Telephone: X3308

Person(s) Making Presentation: ~~XXXXXX~~, Nakao, Smith

Action Requested

Information Only Policy Direction XX Approval

Estimated Time Needed on Board Agenda: _____

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):

Request for a blanket exception to the Vacant Position Deletion Policy and Hiring Freeze for the following positions in the Mental Health, Youth and Family Services Division:

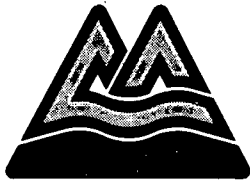
Case Managers
Case Management Assistants
Mental Health Consultants

Signatures

Elected Official _____
OR
Department Director Gary Nakao (ac)

(All accompanying documents must have required signatures!)

FILED OF
COUNTY COMMISSIONER
1993 APR 13 AM 10:15
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

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

DATE: March 19, 1993

SUBJECT: Request For Exception to Vacant Position Deletion Policy

I am requesting a blanket exception to the Vacant Position Deletion Policy and hiring freeze for all direct service positions in the Mental Health, Youth and Family Services Division. This includes Case Managers, Case Management Assistants and Mental Health Consultants. Division funding is approximately 80% grant and 20% County General Fund. Deleting, or leaving these positions vacant would provide limited County General Fund savings.

In the Developmental Disabilities program, the Case Managers and Case Management Assistants serve approximately 2,400 people with disabilities and already have average caseloads of over 1:100. If we cannot provide services, we risk losing the State funding.

Mental Health Consultants provide direct service to children in a variety of settings (schools, head start, Title XIX assessments, JJD, and school based health clinics). Much of this work is prevention in nature, so if we don't provide these services more costly treatment may be necessary later.

CASE MANAGER
(Nonexempt/Classified)

DEFINITION

Provide direct social services work which involves case management for clients; clients served may be mentally retarded, developmentally disabled, mentally or emotionally disturbed, alcohol or drug abusing, or elderly and without financial resources.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from assigned management and supervisory staff.

Exercises no supervision.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Interview applicants, recipients, relatives, guardians, and others to determine health care and social service needs of clients; conduct comprehensive needs assessments to determine psycho-social, financial, and environmental status for clients; analyze assessment information; develop and implement health services ^{mt} or social service treatment, training, and care plans which may involve a wide spectrum of services needed to meet each client's specific requirements; assure the plan is carried out and monitor client's progress; recommend changes to plan as needed.

Work with health care providers, skilled professional medical and social service personnel, and other agencies to arrange for services; identify and refer to relocation caseworkers clients whose needs might be met outside of a nursing facility; provide ongoing assessment and support as needed for client and families. ^{mt}

Coordinate and facilitate staffing for ~~developmentally disabled~~ clients and the programs providing services; assist in the development of behavioral program plans for ~~developmentally disabled~~ clients; facilitate placement into vocational, residential, and educational services; assist in moving developmentally disabled clients by packing, transporting, and completing necessary paperwork.

Develop and complete the Individual Habilitation Plans, which are completed at staffings and special meetings. ^{TPS}

Develop and coordinate resources necessary to provide clients with needed services; recruit service providers such as foster care, group care, and in-home providers; develop contract with providers; maintain and monitor existing contracts with providers.

Performs financial and service planning in order to match individual client's needs and eligibility status with a broad range of complex program options, and established within federal and state rules and regulations; negotiates and determines payment rates and benefits for multiple programs with considerable latitude for utilizing program funds judiciously.

Monitor clients via home visits and phone calls to ensure that clients are receiving appropriate financial, medical, training, educational, transportation, and housekeeping services; re-evaluate current case plan and eligibility for services on a regular basis; develop new plans or assist with the procurement of additional services for which the client may now qualify.

CASE MANAGER

Page 2

EXAMPLES OF DUTIES (Continued)

Provide information to families, guardians, and others regarding the particular disability or disabilities of the client and the recommended services to be provided.

Respond to crisis situations involving the client; assess client problem, including financial, health, or behavioral problems; report possible protective service issues and provide initial information to assist the investigator; assist client in accessing in the emergency services necessary in order to continue the current level of care and services as documented in the case plan.

Provide technical support and training to providers as needed; monitor provider payments.

Advocate for elderly or developmentally disabled individuals on a continuous basis with family, providers, public and private agencies, the law enforcement or school systems, and others to ensure that clients receive the financial, medical, vocational, educational, and other service needs which enable the client to remain in the least restrictive living situation.

Execute statutory responsibilities for reporting abuse/neglect complaints, protective service referrals, facility certification, and involuntary commitment; may investigate and follow-up on cases as needed.

Counsel and advise client and family in regard to placement and care/treatment plan choices, personal and emotional difficulties, financial planning, and interactional dynamics; develop necessary resources as needed to implement or modify plan.

Maintain case records and document actions taken in accordance with federal, state, and local policy; develop, submit, and modify necessary documentation to implement payments and program benefits.

Prepare and submit routine and special reports.

Perform related duties as required.

QUALIFICATIONS

Knowledge of:

Social service evaluation, treatment and rehabilitation principles, practices, and techniques relating the disability.

Laws and regulations regarding involuntary commitment, protective services, guardianship/conservatorship, informed medical consent, confidentiality, facility certification and regulation.

Community resources and agencies providing a wide variety of specific social service programs and resources.

Crisis intervention techniques, crisis and emergency management and centers.

CASE MANAGER

Page 3

QUALIFICATIONS (Continued)

Knowledge of: (Continued)

Medical criteria for levels of care relating to the disability.

Medical and disease processes and medical terminology.

Human relations, psychology, human development, human behavior, geriatrics, developmentally and disabilities, alcohol and drug abuse.

Case work principles and practices, and interviewing techniques.

Client rights, hearings procedures, legal terminology, protective service policy and procedure.

Technical rules and regulations governing programs and funding guidelines and constraints.

Ability to:

Interpret and apply applicable federal, state, and local laws, rules, regulations, and policies.

Learn and apply required knowledge of Title XIX Law and waiver service concepts.

Develop and implement specific case plans for clients with diverse needs and in diverse settings.

Apply comprehensive social service evaluation, assessment methods and tools, treatment and rehabilitation principles, practices and techniques relating to the specific needs of a diverse group of clients.

Analyze relevant data and authorize expenditure of public funds judiciously.

Apply required knowledge to analyze client needs, prepare treatment/training/care plan, and coordinate delivery of services.

Maintain accurate and concise records.

Prepare routine and special reports.

Access, interpret, and apply computerized client data information.

Analyze and interpret policy information, understand and follow complex written and oral instructions, rules, and procedures.

Integrate multiple priorities and eligibilities, and choose among programs.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Communicate clearly and concisely, both orally and in writing.

CASE MANAGER

Page 4

QUALIFICATIONS (Continued)

Ability to: (Continued)

Gain cooperation through discussion and persuasion.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One year of experience providing specialized case management services.

AND

Training:

Equivalent to a bachelors degree from an accredited college with major course work in the social science, social service, or a related field.

7055F/30

August 10, 1990

CASE MANAGEMENT ASSISTANT
(Nonexempt/Classified)

DEFINITION

To perform a variety of technical and clerical duties in social service assistance work; may include client intake, information and referral, special client assistance, and file management.

SUPERVISION RECEIVED AND EXERCISED

Receives general supervision from supervisory and management staff.

Exercises no supervision.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provides assistance to case managers in filling out miscellaneous paperwork; organizes and updates information in client files.

Assist applicant in obtaining program services; assist applicant with obtaining material to document their eligibility; refer applicant to another appropriate agency if necessary.

Assist clients by making doctors' appointments or other social service appointments for them; pick up and deliver client to appointments; return clients to their homes.

Assist clients in moving from one residence to another; assist client in packing and unpacking; may assist in moving furniture.

Complete and file or process reports and other forms; complete intake sheets, face sheets, protective service forms and other paperwork.

Prioritize requests received from case managers; request assistance as needed from supervisor.

Contact community resources as advocate for client receiving services; complete appropriate paperwork as required.

Prepare weekly or monthly reports as required.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Eligibility requirements for services provided by the county.

Knowledge of programs and services available through the county, or through other service agencies.

Knowledge of other service agencies and information referral centers.

CASE MANAGEMENT ASSISTANT

Page 2

QUALIFICATIONS (Continued)

Principles and practices of record keeping.

Basic mathematical principles used in assembling information.

Basic confidential record keeping methods and procedures.

English usage, spelling, grammar and punctuation.

Ability to:

Learn the social service delivery systems and programs available to developmentally disabled or other disabled clients.

Learn and refer applicants to other service agencies and information and referral centers.

Operate standard office machines, including computer terminals and typewriters.

Work with and communicate with a variety of personalities, and maintain a calm attitude when other people are acting inappropriately.

Communicate clearly orally and in writing.

Copy information from one document to another accurately and clearly.

Record information on various forms accurately.

Drive a motor vehicle and assist client into and out of the vehicle.

Deal effectively with an applicant or client in crisis and assist in calming the person.

Schedule appointments for others in an accurate and efficient manner.

Read, sort and file large amounts of documents and information efficiently.

Maintain a tracking system or "tickler" file.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

One year of experience dealing with the public, which also involved at least six months of clerical experience.

Training:

Equivalent to completion of the twelfth grade.

7055F

August 16, 1990

MENTAL HEALTH CONSULTANT (Nonexempt/Classified)

DEFINITION

To provide consultation, diagnostic evaluation, and treatment for children, adolescents, and family who exhibit severe emotional disturbances; perform varied mental health tasks, primarily in educational, family, and community systems.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Direct Clinical Services Supervisor, Children's Clinical Services Administrator, or other assigned professional and management staff.

May exercise functional and technical supervision over students or staff as requested.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide consultation to staff in contracting schools and agencies to enable them to make decisions regarding emotional needs of children, adolescents, and family, focusing on clearly defining the problem, developing alternative solutions, weighing alternative solutions, and planning actions and/or appropriate treatment strategies.

Provide individual, group or family counselling to remediate identified problematic behavior, including clients with serious, pathological or life-threatening behaviors; those needing intensive clinical treatment unobtainable elsewhere; and those needing ongoing supportive maintenance counselling to enable them to benefit from their learning environment.

Provide crisis intervention, including suicide assessment and management; monitor children and families for signs or symptoms of child abuse, neglect, or life threatening situations; follow state and federal laws concerning child abuse reporting, special education process, and confidentiality.

Provide diagnostic evaluations which may include administering, scoring and interpreting standardized psychological tests; obtain psychosocial histories; assess family dynamics; perform mental status exams; document DSM-III-R diagnostic impressions; make classroom observations; present findings and recommendations in a written report.

Provide home visits to clients and/or families, especially families at risk of child abuse; provide consultation to health care and educational staff about their cases.

Screen, evaluate and facilitate referrals to community agencies for intensive individual and family therapy, hospitalization, residential or day treatment, or for medical, social or legal assistance; provide liaison and advocacy activities to maintain communication, coordination and continuity between community provider, school, family and child.

Provide advocacy activities for clients and professionals targeted to multiple levels of public and private agencies.

Develop teams of professionals to plan and implement case objectives; develop systems for enhanced program functioning.

MENTAL HEALTH CONSULTANT

Page 2

EXAMPLES OF DUTIES (Continued)

Monitor compliance with connections 18 contract procedures.

Provides consultation at agency meetings dealing with children and/or family, and programmatic issues; provide inservice training to school and health agency staff.

Provide parent training, staff development and classroom presentations; develop parent support groups as requested.

Mediate conflicting points of view among schools, families, and agencies by facilitating the processes and decisions of interdisciplinary teams.

Represent the mission and policies of the Social Services Division regarding children mental health issues to other public agencies and the community.

Receive clinical supervision individually and in staff meetings from the consulting psychiatrist or program supervisor, particularly on high risk or crisis clients; attend professional trainings and seminars for professional development.

Maintain accurate records of client contacts and of notes concerning client.

Perform related duties as assigned.

QUALIFICATIONS

Knowledge of:

Principles and practices of child development, behavior, psychodynamics, psychopathology, psychotherapy and consultation.

Knowledge of psychological and personality testing and their application to diagnosis and treatment of children.

Principles and practices of mental health law and consultation.

Diagnostic principles and symptomology as presented in DSM III-R of the American Psychiatric Association.

Mental health treatment and its range of psychotherapeutic techniques.

Community resources for children and families.

Federal and state regulations, especially educational laws applying to handicapped children (PL 94-142, PL 99-457, ORS HB 2021); and child abuse laws.

Exercise independent judgment in life threatening crisis situations and in consultative situations with contracting agencies regarding politically sensitive issues.

Assess, diagnose and develop treatment plans for children and families.

Develop and implement individual treatment plans.

Provide individual, group and family therapy.

MENTAL HEALTH CONSULTANT

Page 3

QUALIFICATIONS

Ability to:

Plan, organize and schedule assigned work load.

Work effectively as a consultant with other disciplines for diagnostic decisions, treatment, planning, evaluation, and coordinating referrals.

Prepare a diagnostic psychosocial history, conduct a mental status assessment and document a DSM III-R diagnosis or diagnostic impression.

Consult with a variety of disciplines to effect good treatment planning for children.

Communicate effectively and interact diplomatically with service providers, staff and clients in situations requiring instruction, consultation and counselling.

Utilize clinical and peer supervision relating to clinical issues.

Work effectively with several administrative units with potential conflicting goals and practices.

Learn state and federal regulations relating to mandated services for handicapped students, and to the health and welfare of children.

Maintain statistical records and data collections for use in program planning and contract compliance reporting.

Prepare and present concise, timely, accurate written records, reports and case presentations.

Communicate clearly and concisely, both orally and in writing.

Experience and Training Guidelines:

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Experience:

Two years of professional experience in the provision of mental health services to children and families.

AND

Training:

Equivalent to a Master's degree in the mental health field.

9293OP

DSS CURRENT VACANCY LIST

7 APRIL 1993

ORGAN #	PROGRAM	FTE	POSITION		ALL/PARTIAL	%
MENTAL HEALTH YOUTH & FAMILY SERVICES DIVISION						
1210	DD OPERATIONS	1.00	Case Mgmt Asst	GF	PARTIAL	64.65%
1270	DD CASE MANGAGEMENT	1.00	DD Case Mgmt Administrator	GF	ALL	100.00%
1270	DD CASE MANGAGEMENT	2.00	Case Manager 2	GF	PARTIAL	26.71%
1320	MED OPERATIONS	1.00	Prog Develop Specialist	GF	PARTIAL	61.06%
1410	A&D OPERATIONS	1.00	Program Supervisor	GF	PARTIAL	47.00%
1410	A&D OPERATIONS	0.50	Community Info Specialist	GF	PARTIAL	7.60%
		6.50				
HOUSING COMMUNITY SERVICES DIVISION						
		NONE	0.00			
JUVENILE JUSTICE DIVISION						
2520	INFORMATION SERVICES	0.50	Data Technician	GF	ALL	100.00%
2520	INFORMATION SERVICES	1.00	Word Processing Operator	GF	ALL	100.00%
2510	DETENTION UNIT	1.00	Juvenile Groupworker/Lead	GF	ALL	100.00%
		2.50				
AGING SERVICES DIVISION						
1980	ADULT HOME CARE PROGRAM	0.50	Office Assistant 2	GF	PARTIAL	30.00%
		0.50				
TOTAL DSS GF VACANCIES		9.50				

Meeting Date: APR 22 1993

Agenda No.: R-10

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: _____

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Non-Departmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE 3308

PERSON(S) MAKING PRESENTATION ~~XXXXXX~~, Nakao, Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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):

Request for an execption to the Vacant Position Deletion Policy and Hiring Freeze for 1.0 FTE Program Supervisor position in the Mental Health, Youth and Family Services Division Alcohol and Drug Program.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 AM 10:15
MULTI-NOMINATING COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

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

DATE: March 19, 1993

SUBJECT: Request For Exception To Vacant Position Deletion
Policy

I am requesting an exception from the Vacant Position Deletion Policy and hiring freeze to be granted for two positions in the Alcohol and Drug Program. A .50 FTE Community Information Specialist has been filled by a temporary beyond the period allowable by Local 88 contract. Recruitment to permanently fill the position was in process when the hiring freeze was imposed. This position is partially funded by DUII Victims Panel revenues. No savings are being accumulated since the position has been filled by a temporary. In the FY 93-94 budget request, the responsibilities of this position are expanded, it is increased to a 1.0 FTE, and is fully funded by DUII Victims Panel fees and Video Lottery revenues.

The second position in the A&D program for which I am requesting an exception is a Program Supervisor for the DUII Evaluations unit. This position was created in the FY 92-93 budget by deleting another staff position. The recruitment for this critical position was also in process when the latest hiring freeze was imposed. We expect direct revenue benefit by hiring this position as we expect the supervisor to implement aggressive measures to collect back fees from the Courts and that the program become totally fee supported.

ALCOHOL AND DRUG PROGRAM SUPERVISOR

PURPOSE OF THE POSITION

To provide program direction and supervision to assigned projects within the County Alcohol and Drug Program; to develop written work and activity plans, budget documents, funding proposals, evaluation plans; to supervise assigned staff; to represent the program in community planning activities and on interagency committees at the local and State level.

DUTIES

For assigned program areas or special projects including DUII Evaluation Program, Project TEAM (collaborative project with Children's Services Division and County Health Department) and Project Touchstone (collaborative project with Portland Public Schools and State DHR Agencies)

Develop project annual/quarterly work plans with Program Manager and project staff.

Monitor progress and problem solve performance problems within the plans.

Supervise assigned staff.

Coordinate and facilitate staff planning and problem solving meetings for program operations and improvement.

Develop client quality assurance programs including conducting periodic client record reviews.

Coordinate and communicate with external referral sources and programs to which project clients are referred for service to assure smooth access to services.

Monitor available data and develop new data systems to monitor and provide evaluation data on specific projects.

Prepare periodic evaluation summary reports.

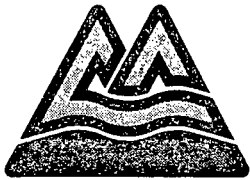
Monitor project budgets, approve expenditure requests, monitor revenues and recommend approaches to improve revenue shortfalls.

Monitor program compliance with project contracts or grants.

Assist in development of new project funding proposals.

Develop, amend and monitor professional service contracts and interagency agreements within assigned project areas.

Serve on community committees, planning task forces and interagency work groups.



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Acting Chair Henry C. Miggins
Commissioner Tanya Collier
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman
Susan Clark
FROM: Susan Clark, Deputy Director
Mental Health, Youth and Family Services Division
DATE: April 21, 1993
SUBJECT: A&D Program Supervisor Position Description

Please find attached a revised job description for the A&D program supervisor position that was requested yesterday during the discussion of agenda item R-10. The revision provides a more detailed description of the duties related to revenue collection.

I apologize for any confusion that may have occurred due to the incomplete description that you were previously provided.

Thank you.

Attachment

cc: Gary Nakao
Clerk of the Board

(04219302/kt)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 21 PM 4:16
MULTNOMAH COUNTY
OREGON

ALCOHOL AND DRUG PROGRAM SUPERVISOR

PURPOSE OF THE POSITION

To provide program direction and supervision to assigned projects within the County Alcohol and Drug Program; to develop written work and activity plans, budget documents, funding proposals, evaluation plans; to supervise assigned staff; to represent the program in community planning activities and on interagency committees at the local and State level.

DUTIES

For assigned program areas or special projects including DUII Evaluation Program, Project TEAM (collaborative project with Children's Services Division and County Health Department) and Project Touchstone (collaborative project with Portland Public Schools and State DHR Agencies).

Develop project annual/quarterly work plans with Program Manager and project staff.

Monitor progress and problem solve performance problems within the plans.

Supervise assigned staff.

Coordinate and facilitate staff planning and problem solving meetings for program operations and improvement.

Develop client quality assurance programs including conducting periodic client record reviews.

Coordinate and communicate with external referral sources and programs to which project clients are referred for service to assure smooth access to services.

Monitor available data and develop new data systems to monitor and provide evaluation data on specific projects.

Prepare periodic evaluation summary reports.

Monitor project budgets, approve expenditure requests, monitor revenues and carry out necessary activities to maximize revenue collections, includes development of fee collection system and liaison with agencies with direct influence upon fee payments of specific client groups.

Monitor program compliance with project contracts or grants.

Assist in development of new project funding proposals.

Develop, amend, and monitor professional service contracts and interagency agreements with assigned project areas.

Serve on community committees, planning task forces and interagency work groups.

Meeting Date: APR 22 1993

Agenda No.: R-11

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: _____

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Non-Departmental DIVISION County Chair's Office

CONTACT Hank Miggins TELEPHONE 3308

PERSON(S) MAKING PRESENTATION Gary Nakao, Gary Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

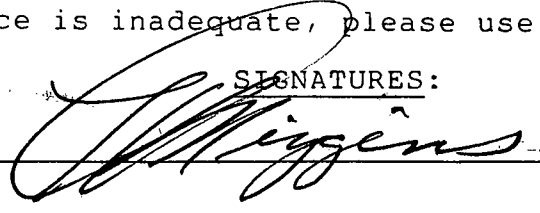
CHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: _____

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

Request for an exception to the Vacant Position Deletion Policy and Hiring Freeze for .50 FTE Community Information Specialist position in the Mental Health, Youth and Family Services Division Alcohol and Drug Program

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL 
Or _____

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

CLERK OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 13 AM 10:15



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
426 S.W. STARK ST., 6TH FLOOR
PORTLAND, OREGON 97204
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BOARD OF COUNTY COMMISSIONERS
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DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director
Department of Social Services

FROM: Gary Smith, Director *Handwritten signature*
Mental Health, Youth and Family Services

DATE: March 19, 1993

SUBJECT: Request For Exception To Vacant Position Deletion Policy

I am requesting an exception from the Vacant Position Deletion Policy and hiring freeze to be granted for two positions in the Alcohol and Drug Program. A .50 FTE Community Information Specialist has been filled by a temporary beyond the period allowable by Local 88 contract. Recruitment to permanently fill the position was in process when the hiring freeze was imposed. This position is partially funded by DUII Victims Panel revenues. No savings are being accumulated since the position has been filled by a temporary. In the FY 93-94 budget request, the responsibilities of this position are expanded, it is increased to a 1.0 FTE, and is fully funded by DUII Victims Panel fees and Video Lottery revenues.

The second position in the A&D program for which I am requesting an exception is a Program Supervisor for the DUII Evaluations unit. This position was created in the FY 92-93 budget by deleting another staff position. The recruitment for this critical position was also in process when the latest hiring freeze was imposed. We expect direct revenue benefit by hiring this position as we expect the supervisor to implement aggressive measures to collect back fees from the Courts and that the program become totally fee supported.

DUII COMMUNITY INFORMATION SPECIALIST

PURPOSE OF THE POSITION

To coordinate and, when appropriate, directly provide the public with information regarding the incidence, prevalence, control and prevention of Driving Under The Influence of Intoxicants in Multnomah County; provide staff support to a twenty-one member Community Advisory and Coordination Board and its committees; coordinate and facilitate the provision of Victims' Impact Panels for DUII offenders.

DUTIES:

Compile information on incidence and prevalence of DUII offenses and approaches impacting the control and prevention of DUII.

Arrange for information to be presented or directly present information to the media and otherwise to the community through testimony, articles, forums and special events.

Coordinate special public information events such as Project Graduation, Holiday Reception, and Don't Drink and Drive Week.

Coordinate information on legislative issues

Maintain , order and distribute brochures, pamphlets and printed materials upon request.

Maintain and distribute Victims Impact Panel Video.

Organize and coordinate agenda for monthly DUII Community Board and subcommittee meetings.

Provide staff assistance to the Board and committees including assurance of meeting notices, minutes, organization and distribution of support documents for agenda items.

Provide staff follow through as required from meetings.

Recruit, orient, train and supervise volunteers for Victims Impact Panels including both adult and teen impact panels including presenters, registrars and security volunteers.

Coordinate Court and other referrals to attend the Victims Panel.

Communicate with referral sources.

Oversee collection of Victims Panel fees and assurance proper handling, deposit and accounting.

Coordinate computer registration system for registration of offenders attending the panels and reporting to the sentencing Court.

Convene and coordinate Victims Panel Steering Committee.

Represent the Board and or the County at other agency meetings: Governor's DUII Board, Oregon Liquor Control Commission, Multnomah Council on Chemical Dependency and others.

Assist in training and supervision of clerical personnel supporting the projects.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
ALCOHOL AND DRUG PROGRAM OFFICE
426 S.W. STARK STREET, 6TH FLOOR
PORTLAND, OREGON 97204
(503) 248-3696
FAX (503) 248-3379

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

M E M O R A N D U M

TO: Gary Nakao, Director
Department of Social Services

FROM: Norma D. Jaeger, Administrator
Alcohol and Drug Program *ny*

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

SUBJECT: Request to Fill a Position Currently Filled by a Temporary Employee

DATE: February 5, 1993

I am requesting permission to fill a position which has been filled on a temporary basis (part time) for nearly a year. The position serves as staff support to the DUII Community Board and as staff support for the Victim's Impact Panel, recruiting volunteers, training, managing the Victims Panels, handling registration for attendance at the panels and reporting to the Courts on participation by court mandated participants. A significant portion of the cost of the position is paid for by fees paid by panel attendees.

Originally we planned to contract the position out when the prior incumbent retired. So the position was filled, fortunately by an exceptionally well qualified individual, on a temporary basis while arrangements were going to be made to transition the work to a contract status. However in the late Spring the Community Board for the program and the volunteers petitioned the County Alcohol and Drug office to retain County management and directly employ the staff. They felt that this arrangement best assured the accountability, impartiality and credibility necessary to assure the continued success of the program. We agreed to do so, modified our budget to directly staff this project and then the original hiring freeze was imposed. When the hiring freeze was lifted we moved ahead to formally recruit for the position. This was completed, the current temporary employee placed number one on the hiring list but before the offer could be made the new hiring freeze was imposed.

In fairness to this employee who has now exceeded the hours for a temporary employee and who has been working in an outstanding and dedicated way without the benefits or accrual of seniority which should be associated with County employment and to continue this worthwhile and largely self funded program, I am requesting permission to formally fill the position. Thank you for your consideration.

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: R-4 R-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Corrections Technician Positions

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING April 15, 1993
(date) (date)

DEPARTMENT Sheriff's Office DIVISION Corrections

CONTACT Larry Aab TELEPHONE 251-2489

PERSON(S) MAKING PRESENTATION Bob Skipper, Sheriff

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):

In the Matter of a Request for Exemptions from the Hiring Restriction Policy for Corrections Technician in the Sheriff's Office as these positions are "critical."

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Bob Skipper

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTI-JURISDICTIONAL
JURY
1993 APR -6 PM 3:14
OREGON



Multnomah County Sheriff's Office

ROBERT G. SKIPPER
SHERIFF

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

(503) 255-3600

MEMORANDUM

TO: LARRY AAB, Fiscal Manager

FROM: WILLIAM T. WOOD, Commander
Program Division

DATE: April 2, 1993

SUBJECT: POPULATION RELEASE POSITIONS

I am requesting that the Sheriff's Office seek Board approval to designate Corrections Technicians position working in the Population Release office as critical positions which could be filled when vacancies occur.

There are five (5) Corrections Technician positions in this unit. They are responsible for maintaining the Matrix Scoring system and must identify and screen the actual persons released by the Sheriff due to the jail population.

The duties and activities these positions perform are required under the Federal Consent Decree and are part of a Corrections Plan submitted to the Federal Court in 1987 by the Board, the Sheriff and the District Attorney.

The Population Release activities are vital to the lawful operation of our jail system. Each person booked into custody (over 30,000/yr) receives a population release score based on the Federal Court ordered criteria. Inmates are commonly booked on multiple charges, and these scores must be constantly updated as charges are added, dropped and modified. Potential danger must be evaluated, victims are frequently called, and contacts are made with various criminal justice and community agencies. When releases are necessary, staff prepare lists of the least dangerous offenders in our system, check and recheck all the variables that determined the persons placement, and prepare the actual release orders. It is a complicated task requiring responsible and well trained staff.

The duties of this position are both complicated and critical. They enhance public safety by identifying the least dangerous inmates for release to the community and maintain our compliance with the Federal Consent Decree's jail population limits.

Thank you for seeking the desired critical status with the Board so that we can fill the current and future vacancies.

MEETING DATE: APR 22 1993

AGENDA NO: R-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Grant Application Approval

REGULAR MEETING: Date Requested: April 22, 1993

Amount of Time Needed: 10 minutes

BOARD BRIEFING: Date Requested: April 20, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: District Attorney's Office DIVISION: _____

CONTACT: Helen Smith TELEPHONE #: 248-3154
BLDG/ROOM #: 101/804

PERSON(S) MAKING PRESENTATION: Helen Smith

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

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

See attached.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
1993 APR -9 PM 3:38
MULTNOMAH COUNTY
OREGON

Office Memorandum **MICHAEL D. SCHRUNK**, District Attorney

TO: Board of County Commissioners

FROM: Helen Smith

DATE: April 9, 1993

SUBJECT: Notice of Intent to Apply for a Grant

Approval is being requested for a grant application in the amount of \$35,826 for Childrens' Justice Act funding of training activities for persons involved in reporting, identifying, interviewing and investigating allegations of child abuse. It is anticipated that in addition to the development of training curriculum that between 320 and 480 individuals will receive additional training during the course of the grant.

The grant resources will be used to develop training curriculum and to cover costs related to the training sessions. No match is required for these funds and no positions are being created. The grant period is from May 1, 1993, through September 29, 1994. Indirect costs at the rate of .0845 have been included in this grant for a total of \$2,791.

The grant was submitted by the Multnomah County District Attorney's Office on behalf of the Multidisciplinary Child Abuse Team. The timing between notification of the grant availability and submission on April 5, 1993 did not allow for the filing of the notice of intent prior to grant submission. A copy of the full grant application is attached.

ATTACHMENT A
CHILDREN'S SERVICES DIVISION

PROPOSAL FOR RFP 3-2-3
Children's Justice Act
Multidisciplinary Teams

I. Name of Offerer Michael D. Schrunk

II. Permanent address of Offerer:

Street 1021 SW Fourth Avenue, Room 600

City Portland State Oregon Zip 97204

Telephone (503) 248-3162

III. Name of person(s) authorized to represent the Offeror in negotiations and contract approval. If incorporated, the chairperson of the board must be listed in A.

A. Helen Smith Title Chief Deputy District Attorney

B. Kelly Bacon Title Executive Assistant

C. _____ Title _____

IV. Statement of acceptance of the terms and conditions contained in the Request for Proposals:

"For the named Offerer, I certify that this proposal includes all the terms and conditions contained in RFP 3-2-3"

Authorized Signature Michael D. Schrunk Date 4-2-93

1. Please outline and describe your program's goals and objectives. They should reflect the issues discussed in Section 2.3 of this RFP.

GOALS & OBJECTIVES

Goal:

The goal of this proposal is to enhance the effectiveness of Multnomah County's MDT operations by improving skills of persons involved in child abuse cases through additional training. It is anticipated that the proposed training, which will be developed by a planning committee composed of representatives of the MDT, will improve the knowledge and skills of those charged with reporting, identifying, investigating and interviewing children. This will increase effectiveness in decision making by the involved professionals and, by virtue of their improved skills, will reduce trauma to the children involved in child abuse investigations. It is further anticipated that through joint training experiences those involved in child abuse investigations gain an improved knowledge of, and respect for, other professionals' expertise.

Objectives:

1. Establish a planning committee composed of MDT members which would include staff from Children Services Division, law enforcement agencies, the Multnomah County District Attorney's Office and representatives of the health and education community.
2. By the fall of 1993, the planning committee will develop a curriculum for a minimum of two training programs that can be repeated during the year. The training sessions will be designed for persons charged with reporting, identifying, interviewing and investigating allegations of child abuse. The target populations for the training will include mandatory reporters and will focus on teachers, law enforcement and school personnel, community health nurses, day care providers and other health and child care professionals.
3. Train from 40-60 individuals per session per quarter by holding a minimum of two training sessions per quarter beginning in September of 1993 and continuing to September of 1994.
4. Provide access to these training sessions to members of other MDTs within the state.
5. Obtain professional certification for the training programs for law enforcement, educators and attorneys.

2. Please describe the design of the program you propose. The following should be addressed and be clear to the reader:

Program design reflects recommended strategies to reduce trauma to child victims and/or improves investigation and prosecution of child abuse or neglect (particularly child sexual abuse). The project design addresses the recommendations of coordination, staffing and/or training of one or more multidisciplinary child protection teams. Program design must support the goals and objectives you outlined in #1 above.

PROGRAM DESIGN

The proposed program will focus on developing and providing advanced training to law enforcement officers and to individuals such as child care workers, day care providers, teachers and educators all of whom are involved in reporting, identifying, investigating and interviewing child victims. By spending the first two quarters of the grant period in planning the training sessions and developing the necessary materials and handouts it will be assured that the topics are timely and relevant and the potential instructors are included in the development of the materials. By inviting MDT member agencies and organizations to participate in the planning, not only from Multnomah County but from other counties, it is anticipated that the curriculum developed will meet the needs of the targeted attendees and be of utility in other counties as well.

It is possible that the planning committee will develop training programs that can be offered in either 4 hour or 8 hour blocks and may be directed at different audiences. For example, one 8 hour training block may be offered each quarter for law enforcement personnel. Two 4 hour blocks could be offered consecutively for mandatory reporters or for other target populations such as health care workers, child care or school personnel.

Staff of the Children Services Division are a critical component of every MDT and Multnomah County's MDT is no exception. By including an appropriate length of time for planning, CSD staff can be included along with other MDT members in the program development. The timing of this RFP precludes full planning of the training sessions prior to grant submission.

A location for all of the sessions will be provided by the Gresham Police Department at no cost. The facility offers comfortable theater style seating conducive to both half day and day long training sessions.

3. Please describe the tasks you propose as related to your objectives and program design, and describe expected outcomes, making sure they are within the guidelines stated in this RFP. See Sections 2.3 and 2.4.

PROPOSED TASKS AND EXPECTED OUTCOMES

The anticipated tasks are in keeping with the stated objectives. They are examples only and should not be viewed as a limit on the activities and tasks required for meeting the goal and objectives outlined in this grant application.

1. Establish a planning committee composed of MDT members which would include staff from Children Services Division, law enforcement agencies, the Multnomah County District Attorney's Office and representatives of the health and educational sectors.

Tasks:

- a. Invite each organization in MDT to designate an individual to participate in the planning committee.
 - b. Set up meeting schedule in keeping with time-line outlined in this grant application.
 - c. Develop work plan for planning committee.
 - d. Perform a preliminary needs assessment on training needs.
 - e. Contact other MDTs in the state for input.
2. By the fall of 1993, the planning committee will develop a curriculum for a minimum of two training programs that can be repeated during the year. The training sessions will be designed for persons charged with reporting, identifying, interviewing and investigating allegations of child abuse. The target populations for the training will include mandatory reporters and will focus on teachers, law enforcement and school personnel, community health nurses, day care providers and other health and child care professionals.

Tasks:

- a. Establish priority training needs.
- b. Develop outline for training program for law enforcement personnel.
- c. Develop outline for training program for mandatory reporters.

- d. Identify possible instructors.
 - e. Establish schedule for training sessions for fall quarter, 1993.
 - f. Develop method of marketing the training session.
3. Train from 40-60 individuals per session per quarter by holding a minimum of two training sessions per quarter beginning in September of 1993 and continuing to September of 1994.

Tasks:

- a. Notify groups, organizations, agencies and institutions of training calendar.
 - b. Develop method of registration to ensure slots for participating groups and organizations.
 - c. Provide special emphasis in recruiting attendees from law enforcement, health and education sectors.
4. Provide access to these training sessions to members of other MDTs within the state.

Tasks:

- a. Notify all MDTs of schedule of training session.
 - b. Develop registration method that will ensure space availability for other MDTs.
5. Obtain professional certification for the training programs for law enforcement, educators and attorneys.

Tasks:

- a. Contact each relevant professional organization to determine requirements for certification of training events.
- b. Complete requirements, where appropriate, to obtain certification of the curriculum and, when necessary, the instructors.
- c. Provide program attendees with verification of their participation in training.

4. Please describe the background and significance of the program you propose and its impact on multidisciplinary team response to child abuse. Include persuasive evidence documenting the need for this project.

BACKGROUND AND SIGNIFICANCE OF PROPOSED PROGRAM

Training opportunities for MDT members, law enforcement agencies and others engaged in identifying and investigating child abuse has been limited. Within Multnomah County, during the first full year of MDT implementation, over 200 police officers were provided with basic training through resources from BPST. Since that time other training activities have taken place. These include:

1. In December, 1991, the Gresham Police Department sponsored a block of 8 hours of training that was repeated for 5 consecutive days. Approximately 200 persons from law enforcement agencies, CSD, and other agencies participated in these sessions.
2. In early 1992 the Portland Police Bureau provided every patrol officer with 8 hours of training covering responses to child abuse cases. An estimated 600 officers participated in this training.
3. In June of 1992 the National Center for Prosecution of Child Abuse sponsored a week long training program in Portland which was attended by 25 representatives of the Multnomah County MDT.

The Multnomah County MDT has been in operation since 1990 and member organizations have expressed desire for and an interest in providing more advanced training. (Refer to letters of support in Appendix 1.) This is especially significant in that Multnomah County has taken the MDT one step further and developed an MDT Investigative Task Force. (Refer to organizational chart in Appendix 2.) The Task Force consists of law enforcement personnel from agencies operating within Multnomah County. These include Portland Police Bureau, which provides a lieutenant a sergeant and ten investigators, the Multnomah County Sheriff's Office, which intends to provide one sergeant and two investigating officers effective July 1, 1993, and the Gresham Police Department, which participates on a more limited basis with one detective having daily contact with the MDT Investigative Task Force, providing investigative services for cases of child abuse originating in Gresham and providing intelligence and data on all cases under

investigation. Other police agencies such as Troutdale Police Department, Fairview Police Department, Portland Public School Police and the Oregon State Police have agreed to participate on an "as available" basis. This MDT Investigative Task Force allows investigations of child abuse to be prioritized by need rather than by jurisdiction within the county and availability of personnel within those individual jurisdictions. There will be training issues related to the operation of this Task Force that will need to be reviewed with others involved in child abuse cases.

The volume of child abuse cases within Multnomah County is extraordinary. During 1992 MDT reviewed over 5000 cases involving over 7000 children. While the exact number of individuals involved in these cases, school personnel, community health nurses, day care workers, law enforcement personnel, and others, is difficult to calculate, it is clear that there is a significant population that would participate in and benefit from the proposed training. In addition, the response to the previously held training programs has been positive and law enforcement agencies and others involved in MDT indicate that additional advanced training is needed. The MDT (minus CSD representation) reviewed this concept and recommended submission of this grant application on March 25, 1993.

5. Please describe your target population.

TARGET POPULATION

The ultimate beneficiaries of this training program will be the children within Multnomah County, and other counties if other counties choose to participate in this, because those who are involved in the reporting, investigation, interviewing and prosecution of child abuse cases will advance their skills in working with child victims. The immediate target population for this project will be mandatory reporters with special focus on law enforcement officers, child care workers, school personnel, community health nurses and other health care professionals. Local law enforcement personnel number over 1000 in Multnomah County alone. There are approximately 175 to 200 community health nurses. In addition, there are large groups of child care workers, school personnel, and health care professionals who could benefit from additional training regarding child abuse. By offering sessions and training workshops more than once, a minimum of two per quarter between September of 1993 to September 1994, for between 40 and 60 individuals per session, between 320 and 480 individuals could benefit from the proposed program. In addition, once the curriculum and materials are developed, the training program can be continued beyond the life of the grant so that others can participate in training.

6. Please describe your implementation plan and include timelines.

IMPLEMENTATION PLAN AND TIMELINES

Timeline:

May-June 1993 (1st Quarter)

July-September 1993 (2nd Quarter)

Activities:

1. Organize planning committee to be composed of MDT member agencies.
2. Plan training programs for law enforcement officers, school personnel, etc.
3. Develop dates for training sessions.
4. Develop curriculum, handout materials.
5. Identify instructors.
6. Begin process for obtaining certification of training programs from the various professional organizations such as Oregon State Bar and Bureau of Police Standards and Training.
7. Produce and submit quarterly reports.

October-December 1993 (3rd Quarter)

1. Obtain certification from the professional group.
2. Notify all MDT organizations throughout the state of the availability of training.
3. Provide two sessions of certified training during the quarter for from 40 to 60 individuals per session.
4. Produce and submit a quarterly report.

January-March 1994 (4th Quarter)

1. Provide two sessions of certified training during the quarter for from 40 to 60 individuals per session.
2. Make curriculum available for other counties.
3. Produce and submit a quarterly report.

April-June 1994 (5th Quarter)

1. Provide two sessions of certified training during the quarter for from 40 to 60 individuals per session.
2. Make curriculum available for other counties.
3. Produce and submit a quarterly report.

July-September 1994 (6th Quarter)

1. Provide one to two session of certified training during the quarter for from 40 to 60 individuals per session.
2. Perform evaluation and complete final report to submit to Children's Services Division
3. Make available the curriculum to any other county with an MDT that wishes to utilize it within their own county.

7. Please describe your community linkages in relationship to this project. Describe how you will coordinate with existing community resources such as in the areas of health and education. You may attach up to 10 letters of support.

COMMUNITY LINKAGES

Multnomah County MDT includes a number of organizations. These are: The District Attorney, all law enforcement agencies operating within Multnomah County which includes Portland Police Bureau, Multnomah County Sheriff's Office, Troutdale Police Department, Fairview Police Department, Oregon State Police, Gresham Police Department and the Portland Public School Police; other agencies such as Children Services Division, the Multnomah County Juvenile Department, Bess Kaiser Hospital, CARES at Emanuel Hospital, Oregon Health Sciences University, the Multnomah County Health Department and representatives of the individual schools and educational districts operating within Multnomah County. Of special importance to this training project are those from law enforcement and the health and education fields. Their willingness to participate in planning and include staff from their organizations in training is noted in the attached letters of support. (Please refer to Appendix 1.)

8. Please describe your evaluation method, how it will measure outcomes, and the impact of project activities. Please describe specific tools or processes you will use to complete your evaluation.

EVALUATION

There are two approaches that will be followed in evaluating this program. Both a process and an outcome evaluation will be conducted. These will be done by reviewing the goal and objectives and determining if each identified objective has been met. Examples of the data to be used to verify the activities will include: minutes of planning meetings, copies of the training agenda, copies of handouts and materials developed for training, lists of participants in training sessions and the agencies from which they came in order to determine that the target population is being reached. This information will be included in the final report of the project which will be prepared by the Multnomah County District Attorney's Office.

In addition it will be necessary to evaluate the usefulness of the individual training programs. This will need to be done by those attending these sessions. Each attendee will be asked to complete a short evaluation of the program, its content and the presentation. Summaries of these individual evaluations will be included as part of the final report that will be submitted to the Children Services Division in the sixth and final quarter of the operation of this project.

The planning committee, the group which will develop the training, will also develop the individual evaluation form to be completed by program attendees. The results will be compiled by the Multnomah County District Attorney's Office and will be reviewed with the planning group to determine if adjustments or changes need to be made in future sessions. The final results will be part of the report on the project that will be prepared by the District Attorney's Office in the final quarter of the grant operation. The report on evaluation findings will be in addition to the quarterly reports required by the grant.

9. Please describe how the program activities described in this proposal will have continued impact beyond the project timelines.

CONTINUING IMPACT

At the completion of this project in September of 1994 the MDT will have available to it a training curriculum that can be repeated locally and shared with other MDTs throughout the state. It will also, through the evaluation process, have identified additional training needs which can be incorporated into agencies' ongoing training activities. For example: the Multnomah County District Attorney's Office presents Continuing Legal Education for all deputy district attorneys. A minimum of nineteen Continuing Legal Education (CLE) hours has been offered annually over the past four years. All CLEs are certified by the Oregon State Bar. The Multnomah County District Attorney's Office can incorporate parts of the training curriculum specifically designed for deputy district attorneys engaged in cases involving child abuse into the ongoing annual CLE program.

APPENDIX 1
LETTERS OF SUPPORT

Oregon Health Sciences University

Gresham Police Department - City of Gresham

Portland Public Schools

Multnomah County Health Department

Portland Public School Police Department

Kaiser Permanente

Portland Police Bureau

Multnomah County Sheriff's Office



**OREGON HEALTH
SCIENCES UNIVERSITY**

3181 S.W. Sam Jackson Park Road, PED
Portland, Oregon 97201-3042, (503) 494-8194, Fax 494-4953

*School of Medicine, Department of Pediatrics
Doernbecher Memorial Hospital for Children*

April 1, 1993

Mr. Michael D. Schrunk
District Attorney for Multnomah County
1120 SW 5th Ave.
Portland, OR

Dear Mr. Schrunk:

This is to formally offer support for the DA's grant application, on behalf of the Multnomah County Multi-Disciplinary Team (MDT), to the Children's Justice Fund. The formation of the MDT has proven to be an important and valuable resource, and provides a forum for improved communication between agencies involved in child abuse cases in our county.

A cooperative effort in training other professionals in the community, in the area of child abuse and neglect continues to be a challenge for us all. I am willing to help with planning and/or to participate in this training. I believe that continued efforts to educate others, including medical personnel at OHSU, is a worthwhile endeavor.

Sincerely,

Mary A. Steinberg, M.D.
Assistant Professor of Pediatrics
Director, Rosenfeld Center for the Study and Treatment of Child Abuse

MAS:ade



CITY OF GRESHAM

Police Department
1333 N.W. Eastman Parkway
Gresham, OR 97030-3813
(503) 661-3000

March 31, 1993

Michael Shrunk
District Attorney
1021 SW Fourth Room 804
Portland Oregon 97204

Dear Mike,

Re: Children's Services Division Grant Proposal

Please be advised the Gresham Police Department is committed to supporting the request for additional county-wide training for law enforcement first responders and the various school staff.

We feel there has been a dramatic increase in the area of educators recognizing and reporting child abuse cases to law enforcement in Multnomah County. Training for educators to properly recognize and respond to the various forms of child abuse (particularly child sexual abuse) and child neglect has been almost nonexistent.

We also support your efforts to gain additional training for police officers above the minimum training hours proposed under the state law. Advanced training for police first responders must be on a consistent and continuous basis.

The Gresham Police Department is willing to provide space for the training classes offered in East Multnomah County. Our officers will be participating in the training and we are prepared to offer Detective Larry Leeman as a trainer.

Once again you have my complete support in your effort to provide this type of training on a county-wide basis.

Sincerely,

Arthur J. Knori
Chief Of Police

cc: Captain Johnson
Captain Cunningham
Connie Ryba



PORTLAND PUBLIC SCHOOLS

501 North Dixon Street / Portland, Oregon 97227

Telephone: (503) 249-2000

Mailing Address: P.O. Box 3107 / 97208-3107

OFFICE OF THE SUPERINTENDENT

John E. Bierwirth
Superintendent

March 31, 1993

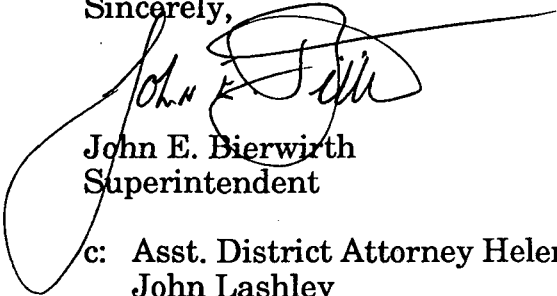
Michael Schrunk
Multnomah County District Attorney
1021 SW 4th
Portland, OR 97204

Dear Mike:

I am writing you in support of the application by the Multnomah County Multi-Disciplinary Team for Children's Justice Act funds to establish a training program for all those whose jobs require them to identify or interview child abuse victims or to investigate the resulting cases. As you know, members of my staff and officers from the Portland Public Schools Police Department have for three years now been active members of the county MDT.

We are all agreed that the training to be paid for with CJA funds is a needed and essential component of the county's continuation of excellent cooperative, multi-agency efforts to fulfill our legal and moral obligation with respect to child abuse reporting and investigations. We look forward to participating in the planning and development of the training program and would hope to see as many as possible of our staff receive the training.

Sincerely,



John E. Bierwirth
Superintendent

c: Asst. District Attorney Helen Smith
John Lashley



MULTNOMAH COUNTY OREGON



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

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

March 31, 1993

Michael Schrunk
District Attorney for Multnomah County
1120 SW 5th Ave.
Portland, OR 97204

Dear Mr. Schrunk,

The Health Department supports your application on behalf of the Multidisciplinary Child Abuse Team for funds from the Children's Justice Act. Use of these funds to develop enhanced training for team member agencies and mandatory reporters will fill a need in the community.

Health Department staff will participate on the Planning Committee for developing the training materials. Including health professionals in the planning and receiving of the training is critical. We are eager to have materials which could be used for Health Department staff training.

I wish you success in your grant application and look forward to working with you to address the issue of child abuse in Multnomah County.

Sincerely,

Billi Odegaard
Director
Multnomah County Health Department



PORTLAND PUBLIC SCHOOLS

501 N. Dixon St. / Portland, Oregon 97227
Phone: (503) 249-3307
Mailing Address: P.O. Box 3107 / 97208-3107

PORTLAND PUBLIC SCHOOLS POLICE



Office of the Chief

April 1, 1993

Michael D. Schrunk
District Attorney for Multnomah County
600 County Courthouse
Portland, OR 97204

Dear Mr. Schrunk;

It has come to my attention that your office has applied for a grant from the Children's Justice Act. Funds from this grant would be used to further training in child abuse identification.

As a member agency of the county Multi Disciplinary Team, we support all efforts aimed at educating health and school professionals in the area of child abuse identification. Should you be successful in obtaining this grant, we would be more than willing to assist with the planning and implementation of a training program.

I sincerely hope you are successful in obtaining this grant, as it would be a tremendous benefit to the children of Multnomah county.

Very Truly Yours;

L. Mac Lockett, Chief
Portland Public Schools Police Dept.



April 1, 1993

Michael D. Schrunk
Multnomah County District Attorney
Multnomah County Courthouse
1021 S.W. Fourth Avenue, Room 600
Portland, Oregon 97204

Dear Mr. Schrunk:

I am writing in support of the Multnomah County Multi-disciplinary Team grant proposal for funding of an advanced training and education program on child abuse recognition and reporting procedures for individuals such as health care personnel who are required to report suspected incidents of abuse.

Kaiser Permanente would be willing to have a representative of our organization on the planning subcommittee of the Multnomah County MDT to assess and plan for the advanced training program and would work with you to make this training available to individuals from our organization.

As a health care organization serving more than 375,000 members in Oregon and southwest Washington, we applaud your effort to provide additional education and training for individuals who interact with children and their families. We're pleased to convey our support of the proposal and hope we'll have the opportunity to work with the MDT on the implementation.

Sincerely,

KAISER PERMANENTE

Barbara A. West
Vice President & Regional
Medical Services Administrator



CITY OF
PORTLAND, OREGON
BUREAU OF POLICE

VERA KATZ, MAYOR
Tom Potter, Chief of Police
1111 S.W. 2nd Avenue
Portland, Oregon 97204

April 2, 1993

Mike Schrunk
District Attorney
Multnomah County Courthouse
Portland, OR 97204

Dear Mike:

Thank you for applying for the CJA grant to support Multi-Disciplinary Training for law enforcement officers and others involved in the investigation of child abuse. We hope your request is granted and look forward to participating in the planning of the proposed training.

The efforts of all disciplines involved in child abuse investigations is difficult to coordinate. As such, the Portland Police Bureau will plan on sending officers to this training, as soon as it can be conducted, in order to improve our cooperation with all involved.

We appreciate your efforts.

Very truly yours,

Tom Potter
TOM POTTER
Chief of Police

TP/cht

cc: Deputy Chief Karl
Lt. Holly



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

**BOB SKIPPER
SHERIFF**

(503) 255-3600

April 1, 1993

The Honorable Michael Schrunk
District Attorney
1021 SW Fourth Avenue, Suite 600
Portland, Oregon 97204

Dear District Attorney Schrunk:

Thank you for applying for the Childrens Justice Act Multidisciplinary Team grant. We are in support of the MDT and believe that the benefits of this grant will be far reaching.

Training for new investigators and on-going or specialized training to advance the expertise of veteran investigators is an important aspect of abuse investigations. The benefit of this grant is that the level of professionalism within Multnomah County's MDT will be greatly enhanced.

Sincerely,

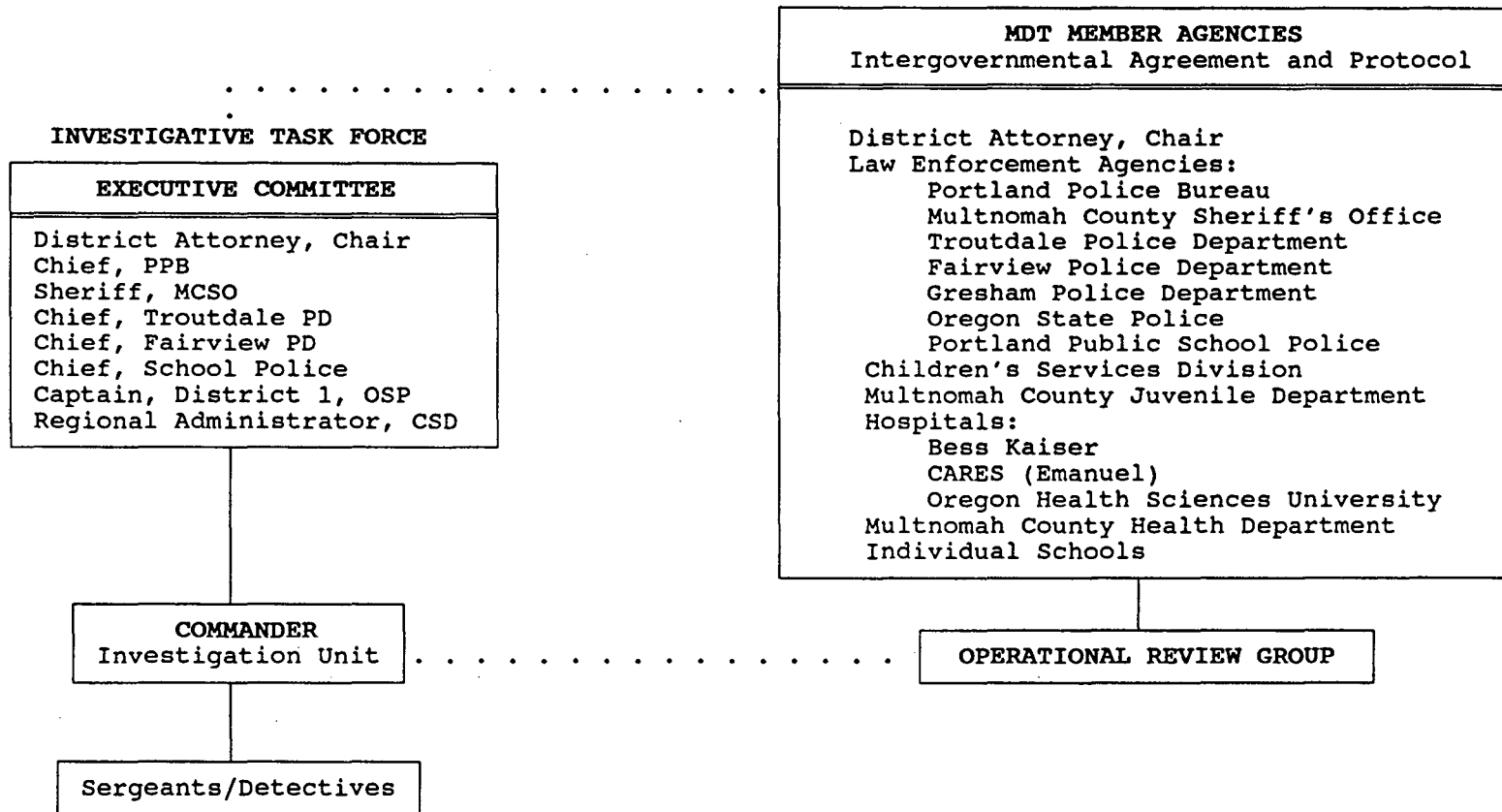
A handwritten signature in cursive script, appearing to read "Bob Skipper".

**BOB SKIPPER
Sheriff**

BS/jlz/1079.wp

APPENDIX 2

MULTI-DISCIPLINARY CHILD ABUSE TEAM (MDT) ORGANIZATIONAL CHART



KEY
 Liaison
 ————— Direct

08/25/92

ATTACHMENT B

BUDGET
RFP 3-2-3

Proposed budget from May 1, 1993 through September 29, 1994

Offerer: Michael D. Schrunk, Multnomah County District Attorney

REVENUE:

Children's Services Division \$35,826

Other Income (as needed to balance proposal) (attach detail) _____

TOTAL REVENUE: \$ 35,826

EXPENDITURES:

PERSONNEL:

Salaries, include support staff (attach detail) _____

Employee Benefits _____

Payroll taxes _____

TOTAL PERSONNEL EXP. \$ _____

PROFESSIONAL:

Consultation \$ 3,000

Insurance _____

Other professional fees (attach detail) \$24,000

TOTAL PROFESSIONAL \$ 27,000

SUPPLIES, OVERHEAD & MISC.:

Office occupancy costs _____

Travel (attach detail) \$ 2,910

Other Supplies & Misc. eg. postage, printing, etc, (attach detail) \$ 6,035

TOTAL MISC.

\$ 6,035

TOTAL EXPENDITURES

\$ 35,826

"This Budget proposal represents a true and firm offer."

Signed for Offeror: Michael D. Schwartz Date: 4-2-92

Title: District Attorney

BUDGET NARRATIVE

RFP 3-2-3

EXPENDITURES

PROFESSIONAL

Consultation - \$3,000

The amount of \$3,000 will be used to obtain expert advice from consultants to assist in the development of the training curriculum and to present information at a training session.

Other Professional Fees - \$24,000

This will be used for a personal services contract. The contractor will be expected to perform the tasks outlined in this grant application including the establishing and coordinating of the training planning committee, development of appropriate training curriculum, scheduling and arranging the individual training sessions, maintaining records for evaluation purposes and other tasks as needed for the successful completion of this project.

Total Professional - \$27,000

SUPPLIES, OVERHEAD & MISC.

Travel - \$2,910

This amount will be used to allow two representatives of the Multnomah County MDT to attend the Annual National Conference sponsored by the Center for Child Protection.

Air Fare @ \$500 each x 2	= \$1,000
Registration @ \$350 x 2	= \$ 700
Per diem @ \$35 per day x 3 days x 2	= \$ 210
Lodging @ \$125 per day x 4 days x 2	= <u>\$1,000</u>

Sub Total	\$2,910
-----------	---------

Other Supplies & Misc. - \$6,035

Printing - \$1,000

This amount will be used to make copies of all handouts and training materials required for the sessions as well as letters and notices concerning the training sessions.

Postage - \$500

Postage will be required to mail letters locally and throughout the state advising target groups of training sessions. Regular correspondence concerning the project is also included in this amount.

Food - \$1,635

The Gresham Police Department is providing a training facility at no cost to this project. It is customary to include beverages and snacks at training sessions. This amount is calculated at just under \$205 per session times a minimum of 8 sessions.

Indirect Costs - \$2,791

Indirect costs are calculated at the official rate established by Multnomah County as .0845.

Total Misc. - \$6,035

TOTAL PROJECTED PROJECT EXPENDITURES - \$35,826

Meeting Date: APR 15 1993

APR 22 1993

Agenda No.: R-5

R-14

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: NOI - National Center for Nursing Research

BCC Informal _____ BCC Formal April 15, 1993
(date) (date)

DEPARTMENT: Health DIVISION: Specialty Care

CONTACT: Bev Lauck TELEPHONE: 248-3674

PERSON(S) MAKING PRESENTATION Bev Lauck

ACTION REQUESTED:

[] INFORMATION ONLY [] POLICY DIRECTION [X] APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 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):

The National Center for Nursing Research has issued a Request for Applications entitled Community Interventions in Adolescent Health Promotion. The purpose of the RFA is to develop and test community based interventions that focus on helping adolescents adopt and maintain health-promoting cognitive and behavioral patterns. The Health Department would like to respond to this RFA.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Billi Odgaard

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR -6 AM 9:58



MULTNOMAH COUNTY OREGON



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

BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Gladys McCoy, Chair
Board of County Commissioners

FROM: Beverly Lauck *BL*

THROUGH: Bill Oddegaard, Director
Health Department

SUBJECT: Notice of Intent to Respond to a Request for
Applications from the National Center for
Nursing Research

DATE: March 30, 1993

Cultural Diversity Is Our Strength

The Multnomah County Health Department has been a pioneer in designing and implementing unique programs to provide health services to adolescents. Currently the Department operates seven (7) school-based health centers, providing services to approximately 4,500 adolescents each year. The Health Department is requesting approval to respond to a Request for Applications, entitled Community Interventions in Adolescent Health Promotion, from the National Center for Nursing Research. The purpose of the RFA is to develop and test community based interventions that focus on helping adolescents adopt and maintain health-promoting cognitive and behavioral patterns.

Problem Statement

In 1991, Oregon had a teen pregnancy rate of 86.6 per 1,000 teenaged females. The pregnancy rate for teens in Multnomah County, which has historically been higher than the State rate, was 120.8 per 1,000. This means that in 1991, 12 out of every one hundred teen females who reside in Multnomah County (or one in 8 County resident teen females) became pregnant. We are proposing a project that would attempt to delay the age at which teens become sexually active, and would reduce the rate of teen pregnancy.

Project Description and Goals

The proposed project would be a sexual abstinence model targeted to middle school aged children. Initially the project would collect baseline data about sexual activity risk behaviors of middle school students. The project would then provide an intensive abstinence educational program in a middle school setting, with referral to appropriate health care services, including a full range of family planning services, at the existing high school based health centers. Following the intensive abstinence education intervention, the project will again measure sexual activity risk behaviors to see if behaviors have changed. The goals of the project are: (1) to delay the age at which adolescents become sexually active; (2) to provide teens with interpersonal skills for saying "no" to their peers; (3) to provide teens who are already sexually active with information and knowledge about sexuality, including birth control; and (4) to reduce the rate of teen pregnancy.

The proposed project would be a collaborative effort between the Multnomah County Health Department, and the Department of Counseling Psychology at Lewis and Clark College .

Funding Agency; Amount requested; Funding time period

The National Center for Nursing Research is the agency that has issued the Request for Applications. We would be requesting approximately \$180,000 per year, for a three year period, for this project. (Project total for three years: \$540,000.) There is no requirement for matching funding from the County. The anticipated award date is September 30, 1993, through September 30, 1996. The project would fund a .5 FTE Community Health Nurse, and a 1.0 FTE Health Educator.

The Application must be received by April 29, 1993.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: SOCIAL SERVICESDIVISION: MHYFSDCONTACT: SUSAN CLARK/KATHY TINKLEPHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

GARY NAKAO/GARY SMITHSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DSS # 50 decreases the Mental Health, Youth and Family Services Division, Mental and Emotional Disabilities Program budget by (\$960,524) to reflect State Mental Health Division revenue changes through amendment #41.

(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 reconciles budgeted revenue in the MED Program budget with actual State funding levels through amendment #41.

The MED Operations budget is increased by a net total of \$20,796. \$22,830 in State Mental Health Grant revenue is transferred from the Org 1305 MED Contracts pass-through budget to the professional services budget in Org 1302 MED Operations. Also, MHSIP funding is reduced by (\$2,034) to correct a funding error in the FY92/93 Adopted Budget.

The MED Contracts budget is reduced a net total of (\$1,196,998). Changes through revenue amendment #41 include increased funding for Community Support Services, Peer Support, Multi-Disciplinary Team and Acute Care. Training funds are also provided for Qualified Mental Health Associates (QMHA) for the Treatment Foster Care Project (TPC), and unspent renovation funds awarded in FY91/92 for the Pisgah Facility are reallocated for the same purpose in FY92/93. At the same time, changes through amendment #41 also reduce State revenue to allow providers to purchase matching Medicaid funds for projected increases in utilization.

The MED Emergency Holds budget is increased by \$215,678. This increase will be added to pass-through to reflect current State funding levels for pre-commitment holds of alleged mentally ill persons in hospital and non-hospital settings which are State approved.

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

Decreases State MHG, MHS by	(\$960,524)
Decreases CGF Indirect by	(\$4,457)
Decreases the Service Reimbursement from Federal/State to General Fund by	(\$4,457)
Total	(\$969,438)

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____):

\$ _____

(Specify Fund)

(Date)

AFTER THIS MODIFICATION:

\$ _____

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG FY:

TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG FY:

[illegible]

TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG FY:

TRANSACTION EB GM [] TRANSACTION DATE: ACCOUNTING PERIOD: BUDG FY:

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue Source	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	010	1302			2605			20,796		State MHG, MHS
		156	010	1302			7601			2,412		Indirect @ 11.6%
											23,208	TOTAL ORG 1302
		156	010	1305			2605			(1,196,998)		State MHG, MHS
		156	010	1305			7601			(8,379)		Indirect @ .7%
											(1,205,377)	TOTAL ORG 1305
		156	010	1380			2605			215,678		State MHG, MHS
		156	010	1380			7601			1,510		Indirect @ .7%
											217,188	TOTAL ORG 1380
		100	045	7410			6602			(4,457)	(4,457)	Svc Reimb F/S to Gen Fund
File: Lotus\9293\Budmod\5MED1										(969,438)	(969,438)	



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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RECEIVED

APR 12 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

To: Gladys McCoy
Multnomah County Chair

Via: Gary Nakag, Director
Department of Social Services

From: Gary Smith, Director *MB*
Mental Health, Youth and Family Services Division

Date: April 8, 1993

Subject: Approval of Budget Modifications DSS # 50

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modification DSS # 50.

BACKGROUND/ANALYSIS: This budget modification adjusts the County budget to reflect State Mental Health Intergovernmental Agreement revenue changes through amendment #41. Approval of this modification will decrease the MHYFSD Mental and Emotional Disabilities (MED) budget by a net total of \$960,524 and will reconcile budgeted revenue with actual State funding levels.

The MED Operations budget is increased by a net total of \$20,796. \$22,830 in State Mental Health Grant revenue is transferred from the Org 1305 MED Contracts pass-through budget to the professional services budget in Org 1302 MED Operations. Also, Mental Health Statistics Improvement Program (MHSIP) funding is reduced by \$2,034 to correct a funding error in the FY92/93 Adopted Budget.

The MED Contracts budget is reduced a net total of \$1,196,998. Changes through revenue amendment #41 include increased funding for Community Support Services, Peer Support, Multi-Disciplinary Team and Acute Care totaling \$403,615. Training funds are also provided for Qualified Mental Health Associates (QMHA) for the Treatment Foster Care Project (TPC) (\$625), and unspent renovation funds awarded in FY91/92 for the Pisgah Facility are reallocated for the same purpose in FY92/93 (\$11,702). At the same time, changes through amendment #41 also reduce State revenue by \$1,590,110 to allow providers to purchase matching Medicaid funds for projected increases in utilization. Finally, \$22,830 is being transferred from Org 1305 to Org 1302 for professional services.

The MED Emergency Holds budget is increased by \$215,678. This increase will be added to pass-through to reflect current State funding levels for pre-commitment holds of alleged mentally ill persons in hospital and non-hospital settings which are State approved facilities.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Division to provide services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: SOCIAL SERVICESDIVISION: MHYFSDCONTACT: SUSAN CLARK/KATHY TINKLEPHONE: 3691* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD: GARY NAKAO/GARY SMITHSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Bud Mod DSS #51 increases budgeted revenue in the Mental Health, Youth & Family Services, Developmental Disabilities Program budget by \$2,071,065 to reflect changes in State Mental Health Division revenue through amendment #41.

(Estimated Time Needed on the Agenda)

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

[X] PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

This modification appropriates State Mental Health Division funds to DD Operations (Org 1210), DD Contracts (Org 1215), and Case Management (Org 1270), and it brings budgeted revenue up to actual State funding levels through amendment #41.

The DD Operations and Case Management budgets are increased by \$117,397 in State Mental Health Grant, DD and Local Admin revenue to fund the staff necessary to monitor the Community Integration Program Contracts (CIP II) that have been transferred from the State to the County effective 12/1/92. This modification adds 3.00 FTE Case Managers, 1.00 FTE Program Development Specialist and a 1.00 FTE Office Assistant 2. In addition to personnel, the funds will be used to fund miscellaneous materials and services and capital equipment. Contract funds for Org 1215 are increased by a net total of \$1,953,668 in SMHG, DD. Of this total \$1,951,542, awarded in amendment #37, reflects the transfer of the CIP contracts. The balance of the funds reflect a net change due to a Nursing Home Reform Project (NHR) allocation and certain non-CIP services also being transferred from the State to the County, as well as changes in services to designated individuals.

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

Increases State MHG, DD by	\$2,011,926
Increases State MHG, Local Admin by	\$59,139
Increases County General Fund Indirect Support by	\$26,598
Increases Service Reimbursement from Fed/State Fund to Insurance Fund by	\$9,469
Increases Service Reimbursement from Fed/State Fund to General Fund by	\$26,598
Total	\$2,133,730

4. _____ Fund Contingency BEFORE THIS MODIFICATION (as of _____):

(Specify Fund)

(Date)

\$

AFTER THIS MODIFICATION:

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

File: Lotus192931BudmodsDDMOD4

4/22/93

8 April 93

4/12/93

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

005 S1

5. ANNUALIZED PERSONNEL CHANGES		(Compute on a full-year basis even though this action affects only a part of the fiscal year (FY).)			
FTE Incr (Decr)	POSITION TITLE	ANNUALIZED Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
3.00	Case Manager 2	\$87,800	\$15,426	\$11,043	\$114,269
1.00	Program Development Specialist/Lead	\$30,005	\$5,271	\$2,679	\$37,955
1.00	Office Assistant 2	\$18,388	\$4,987	\$2,510	\$25,885
5.00	TOTAL ANNUALIZED CHANGES	\$136,193	\$25,684	\$16,232	\$178,109

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES			(Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)			
FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR			
			Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
1.75	Case Manager 2	Effective December 1, 1992	\$51,216	\$8,999	\$6,442	\$66,657
0.58	Prog Dev Spec/Lead	Effective December 1, 1992	\$17,503	\$3,075	\$1,563	\$22,141
0.58	Office Assistant 2	Effective December 1, 1992	\$10,726	\$2,909	\$1,464	\$15,099
2.91	TOTAL CURRENT FISCAL YEAR CHANGES		\$79,445	\$14,983	\$9,469	\$103,897

File: Lotus\9293\Budmods\DDMOD4



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Gladys McCoy
Multnomah County Chair

Via: Gary Nakao, Director
Department of Social Services

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

Date: March 31, 1993

Subject: Approval of Budget Modification DSS # 51

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modification DSS # 51.

BACKGROUND/ANALYSIS: This budget modification adjusts the County budget to reflect State Mental Health Intergovernmental Agreement revenue changes through amendment #41. Approval of this modification will increase the MHYFSD Developmental Disabilities (DD) budget by \$2,071,065.

The DD Operations and Case Management budgets are increased by \$117,397 in State Mental Health Grant, DD and Local Administration revenue to fund the staff necessary to monitor the Community Integration Program Contracts (CIP II) that have been transferred from the State to Multnomah County effective 12/1/92. In addition to personnel, the funds will be used to fund materials and services and capital equipment.

The DD Contract budget is also increased by a net total of \$1,953,668 in SMHG, DD revenue. Of this total, \$1,951,542 awarded in amendment #37 reflects the transfer of the CIP contracts. The balance of the funds reflect a net change due to a Nursing Home Reform Project (NHR) allocation and certain non-CIP services also being transferred from the State to the County, as well as changes in services to designated individuals.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Division to provide services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

BUDGET MODIFICATION NO. DSS 52(For Clerk's Use) Meeting Date APR 22 1993Agenda No. R-17

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: SOCIAL SERVICESDIVISION: MHYFSDCONTACT: SUSAN CLARK/KATHY TINKLEPHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

GARY NAKAO/GARY SMITHSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DSS #52 decreases the Mental Health, Youth and Family Services, Alcohol and Drug Program budget by (\$85,545) to reconcile with State Revenue Amendment #41.

(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 action reduces professional services in the A&D Operations (Org 1410) budget by (\$46,585) to reflect actual State funding levels through amendment #41. This reduction is necessary as anticipated funding budgeted in the FY93 Adopted budget via technical amendments did not materialize. In addition, this modification also moves funds from Materials and Services to Capital Outlay for the purchase of a laser printer; and, it moves funds from local travel to motor pool to cover higher than anticipated motor pool usage.

The A&D Contracts budget (Org 1415) is reduced by a net total of (\$38,960) to reflect the revised State revenue base through amendment #41. Funding through amendment #41 provides for Prevention and Early Prevention Services for African-American women referred from the criminal justice system and for an HIV/AIDS Community Outreach Demonstration Project. At the same time, State revenue is also reduced to allow providers to purchase matching Medicaid funds for projected increases in utilization.

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

Reduces State MH, A&D by	(\$85,545)
Reduces CGF Indirect by	(\$5,828)
Reduces the Service Reimbursement from the Fed/State fund to the General Fund by	(\$5,828)
Increases the Service Reimbursement from the Federal/State fund to the Fleet Fund	<u>\$1,300</u>
Total	(\$95,901)

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

Fund Contingency BEFORE THIS MODIFICATION (as of _____):

(Specify Fund)

(Date)

AFTER THIS MODIFICATION:

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee/Services

Date

Board Approval

Date

File: Lotus\9293\Budmods\A&D1

TRANSACTION EB GM []

TRANSACTION DATE: _____

ACCOUNTING PERIOD:

BUDG FY: _____

REVENUE

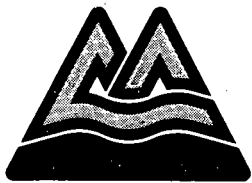
TRANSACTION EB GM []

TRANSACTION DATE: _____

ACCOUNTING PERIOD:

BUDG FY: _____

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MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
MENTAL HEALTH, YOUTH AND FAMILY SERVICES DIVISION
ADMINISTRATIVE OFFICES
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TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

To: Gladys McCoy
Multnomah County Chair

Via: Gary Hansen, Director
Department of Social Services

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

Date: April 8, 1993

Subject: Approval of Budget Modification DSS # 52

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modification DSS # 52.

BACKGROUND/ANALYSIS: This budget modification adjusts the County budget to reflect State Mental Health Intergovernmental Agreement revenue changes through amendment #41. Approval of this modification will decrease the MHYFSD Alcohol & Drug Program (A&D) budget by a total of \$85,545 and will reconcile budgeted revenue with actual State funding levels.

The A & D Operations budget (Org 1410) is reduced by \$46,585 because anticipated revenue budgeted in a FY93 Adopted Budget technical amendment did not materialize. Additionally, funds are being moved from supplies and repair/maintenance to capital outlay for the purchase of a laser printer. Funds are also being moved from local travel to motor pool to cover higher than anticipated motor pool usage.

The A & D Contracts budget (Org 1415) is reduced by a net total of \$38,960. Funding through amendment #41 provides for Prevention and Early Intervention Services for African-American women referred from the criminal justice system (\$141,550) and for an HIV-AIDS Community Outreach Demonstration Project (\$243,244). State funding is being reduced by \$340,722 to allow providers to purchase matching Medicaid funds for projected increases in utilization. \$61,884 is being reduced for services not performed by or paid to a provider. \$10,000 is appropriated for the renovation of a woman's dormitory at the Hooper facility. \$8,467 is appropriated for the continuation of a Cigarette Smoking Program. And, \$39,615 is reduced to correct an initial allocation error and to reflect the implementation delay of the Family Intervention Project.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Division to provide certain services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT SOCIAL SERVICESDIVISION: MHYFSDCONTACT: SUSAN CLARK/KATHY TINKLEPHONE: 3691

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

GARY NAKAO/GARY SMITHSUGGESTEDAGENDA TITLE (to assist in preparing a description for the printed agenda)

Budget Modification DSS # 53 increases the Mental Health, Youth and Family Services Division, Office of Child and Adolescent Mental Health Services budget by \$79,458 to reflect State Mental Health Division revenue through amendment #41.

(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 action brings revenue in EPSDT up to actual State funding levels through amendment #41.

This modification increases the OCAMHS EPSDT budget by \$79,458 in Org 1365 and funds the salaries and expenses of 1.50 FTE Mental Health Consultants retroactive to July 1, 1992 who provide Early Periodic Screening, Diagnosis, and Treatment for children and adolescents. The remaining funds will be used to fund materials and supplies.

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

Increases State MHD, Local Admin by	\$79,458
Increases CGF Indirect by	\$9,217
Increases Service Reimb from Federal/State Fund to General Fund by	\$9,217
Increases Service Reimb from Federal/State Fund to Insurance Fund by	\$7,399
Increases Service Reimb from Federal/State Fund to Telephone Fund by	\$500
Increases Service Reimb from Federal/State Fund to Fleet Fund by	\$1,500
Increases Service Reimb from Federal/State Fund to Building Mgmt Fund by	\$900
Increases Service Reimb from Federal/State Fund to Distribution Fund by	\$1,000

Total \$109,191

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

(Specify Fund) Fund Contingency BEFORE THIS MODIFICATION (as of _____):

\$

(Date)

AFTER THIS MODIFICATION:

\$

Originated By

Date

Department Director

Date

Plan/Budget Analyst

Date

Employee Services

Date

Board Approval

Date

File: Lotus\9293\Budmod\OCAMHS2

4/22/93

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

			109,191	109,191	
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TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

TRANSACTION EB GM [] TRANSACTION DATE: _____ ACCOUNTING PERIOD: _____ BUDG FY: _____

File: Lotus\9293\Budmod\OCAMHS2	109,191	109,191
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PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

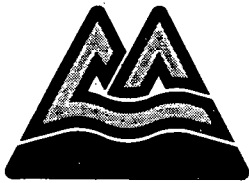
055 53

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

FTE Incr (Decr)	POSITION TITLE	ANNUALIZED Increase (Decrease)			
		BASE PAY	FRINGE	INSUR	TOTAL
1.50	Mental Health Consultant	\$46,668	\$12,656	\$7,399	\$66,723
1.50	TOTAL ANNUALIZED CHANGES	\$46,668	\$12,656	\$7,399	\$66,723

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

FTE Incr (Decr)	POSITION TITLE	EXPLANATION	CURRENT YEAR Increase (Decrease)			
			BASE PAY	FRINGE	INSUR	TOTAL
1.50	Mental Health Consult	These positions are retroactive to July 1, 1992	\$46,668	\$12,656	\$7,399	\$66,723
1.50	TOTAL CURRENT FISCAL YEAR CHANGES		\$46,668	\$12,656	\$7,399	\$66,723



MULTNOMAH COUNTY OREGON

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

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

To: Gladys McCoy
Multnomah County Chair

Via: Gary Hansen, Director
Department of Social Services

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

Date: March 31, 1993

Subject: Approval of Budget Modification DSS # 53

RECOMMENDATION: The Mental Health, Youth and Family Services Division recommends County Chair and Board approval of the attached budget modification DSS # 53.

BACKGROUND/ANALYSIS: This budget modification adjusts the County budget to reflect current revenue agreements and the State Mental Health Intergovernmental Agreement through Amendment #41. Approval of this modification will increase the MHYFSD OCAMHS EPSDT budget by \$79,458 with State Local Administration funds and will bring budgeted revenue to actual State funding levels.

This action will fund the salaries and expenses of 1.50 FTE Mental Health Consultants (Treatment Planning Coordinators - TPC) retroactive to July 1, 1992 who provide Early Periodic Screening, Diagnosis and Treatment of children and adolescents. The balance of the appropriated funds will be used to fund materials and supplies for these staff.

The MHYFSD has a biennial intergovernmental agreement with the State Mental Health and Developmental Disabilities Division to provide services. This agreement is amended many times during the course of the biennium. With these amendments, increases and decreases in funding for current services and funding for new services are passed on to the County. With the acceptance of the changes, contract amendments are processed with community service providers to initiate the actions.

Meeting Date: APR 22 1993

Agenda No.: R-19

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to the Rules of Procedure for Animal Control Hearings

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____

DEPARTMENT Environmental Services DIVISION Animal Control

CONTACT Mike Oswald TELEPHONE 4056

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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):

The passage of Ordinance 732 on September 3, 1992, amended MCC 8.10 and expanded the use of administrative hearings for resolving violation of the Animal Control Ordinance. This resolution will accordingly amend the Rules of Procedure for the Conduct of Hearings to apply to all administrative hearings brought under the amended Animal Control Ordinance.

4/28/93 copies to Mike Oswald & Matt Ryan

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER no BH Willie

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 13 AM 10:08
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Amending the Order of
the Board Adopted February 26, 1987,
regarding Rules of Procedure for the
Conduct of Hearings Pursuant to MCC
Chapter 8.10 (Animal Control)

RESOLUTION
93-115

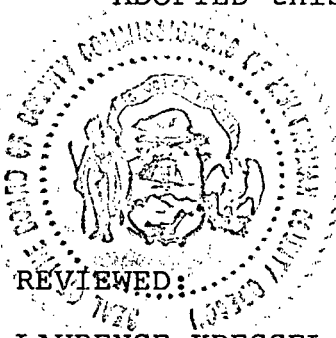
WHEREAS the Board adopted rules of procedure on February 26,
1987, for the conduct by Hearings Officers of Animal Control
Administrative Hearings under MCC 8.10.275; and

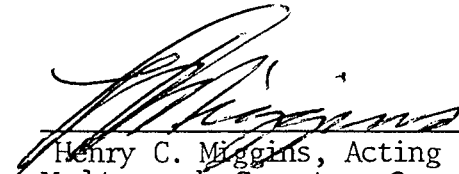
WHEREAS the Board adopted Ordinance 732 on September 3, 1992,
which expands the use of Administrative Hearings under MCC 8.10;
and

WHEREAS it is appropriate to apply the previously adopted
procedural rules to all Administrative Hearings now covered under
MCC 8.10.055;

NOW, THEREFORE, IT IS HEREBY RESOLVED that Paragraph 3.D.1.,
Subsection 4.A., and Section 5 of the Rules of Procedure for the
Conduct of Administrative Hearings under MCC 8.10 adopted February
26, 1987 are amended by substituting MCC 8.10.055 for MCC 8.10.275
in each instance wherein the latter citation appears.


ADOPTED this 22nd day of April, 1993.




Henry C. Miggins, Acting Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 
Matthew O. Ryan
Assistant County Counsel

D:\WPDATA\FOURTEEN\011MOR.ORD\dp

04/06/93:1

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

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: R-7 R-20

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Quitclaim of Reversionary Interest in Lot 16, Block 7,
SUBJECT: North Irvington to City of Portland.

BCC Informal _____ (date) _____ BCC Formal _____ (date) _____
DEPARTMENT Environmental Services DIVISION Facilities & Property Management
CONTACT Bob Oberst TELEPHONE 248-3851
PERSON(S) MAKING PRESENTATION Bob Oberst

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):
County transferred this tax title property to City of Portland August 7, 1968 with a provision that it would revert to County if used otherwise than for public benefit of citizens of Portland. City now wishes to transfer the property to Sabin Community Development Corp., a non-profit, for use as community garden or low cost housing and will provide for reversion to County if not used for those purposes. Quitclaim is needed to avoid reversion when transferred by City.

4/28/93 certified true copy & original
quitclaim deed to Bob Oberst & copy
of each -

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER R. Oberst BH William

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR - 6 AM 9:55
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COMMISSIONERS OF
MULTNOMAH COUNTY, OREGON

In the Matter of the Quitclaim)
of a Reversionary Interest in)
Lot 16, Block 7, NORTH IRVINGTON)
to the City of Portland.)

O R D E R
93-116

It appearing that, on August 7, 1968, Multnomah County conveyed to City of Portland the property described as Lot 16, Block 7, NORTH IRVINGTON, in the City of Portland, County of Multnomah and State of Oregon; and

It appearing that said property had previously been acquired by Multnomah County through foreclosure of delinquent taxes; and

It appearing that the said conveyance to the City of Portland was made subject to reversion to Multnomah County in the event that the City of Portland used the property for other than the public benefit of the citizens of Portland, Oregon; and

It appearing that the City of Portland wishes to convey the property to Sabin Community Development Corp., a private non-profit Oregon corporation, to be used for community gardening and low cost housing, subject to reversion to Multnomah County in the event that Sabin shall use the property for other purposes; and

It appearing that use for community gardening and low cost housing by Sabin will be for the public benefit of the citizens of Portland and Multnomah County, Oregon and the Board being fully advised in the matter:

It is ORDERED that Multnomah County execute the Quitclaim Deed before the Board this date and that the County Chair be, and he is hereby, authorized and directed to execute the same on behalf of Multnomah County.

Dated this 22 day of April, 1993.

REVIEWED:

LAURENCE KRESSEL, County
Counsel for Multnomah
County, Oregon

By

John L. DuBay

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Henry C. Miggins, Acting Chair

NL

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That Multnomah County, a Political Subdivision of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and quitclaim unto a Municipal Corporation of the State of Oregon, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Multnomah, State of Oregon, described as follows, to-wit:

Lot 16, Block 7, NORTH IRVINGTON, in the City of Portland, County of Multnomah and State of Oregon.

This deed is executed only for the purpose of consenting to the transfer of the above described property by the City of Portland to Sabin Community Development Corp., an Oregon nonprofit corporation, for use as a community garden and for low cost housing. In no event shall this deed affect the right of reversion to Multnomah County under the provisions of ORS 275.330 (1) if the property shall cease to be used for a public purpose. If the property shall not be used for a public purpose, all right, title and interest in the property shall automatically revert to Grantor herein without notice or other action by Grantor.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00.

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.) In construing this deed, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 22nd day of April, 1993, if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized thereto by order of its board of directors.

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.

Multnomah County

By: Henry C. Miggins, Acting Chair

STATE OF OREGON, County of Multnomah) ss.

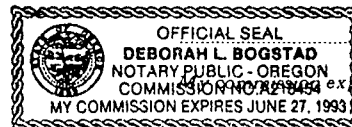
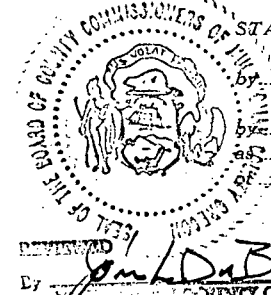
This instrument was acknowledged before me on , 19 ,

This instrument was acknowledged before me on April 22, 1993,

by Henry C. Miggins

Acting Chair

Multnomah County, Oregon



Deborah L. Bogstad
Notary Public for Oregon
6/27/93

Multnomah County
2505 S.E. 11th Avenue
Portland, Oregon 97202
City of Portland
1120 S.W. 5th Avenue, Rm 1204
Portland, Oregon 97204
City of Portland
1120 S.W. 5th Avenue, Rm 1204
Portland, Oregon 97204

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,) ss.
County of
I certify that the within instrument was received for record on the day of 19 , at o'clock M., and recorded in book/reel/volume No. on page and/or as fee/file/instrument/microfilm/reception No. Record of Deeds of said County.
Witness my hand and seal of County affixed.
By NAME TITLE
Deputy

RECEIVED

MAR 31 1993

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

Meeting Date APR 15 1993

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Bargain and Sale Deed Conveying a One (1) Foot Strip (Street Plug)

BCC Informal _____ (date) BCC Formal _____ (date)

DEPARTMENT Environmental Services DIVISION Transportation

CONTACT Bob Pearson TELEPHONE x 3838

PERSON(S) MAKING PRESENTATION Bob Pearson

ACTION REQUESTED:

/ / INFORMATIONAL ONLY / / POLICY DIRECTION /X/ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: _____

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

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

Bargain and Sale Deed conveying a one (1) foot strip (street plug) owned by Multnomah County to the City of Portland in areas annexed to the city in accordance with Intergovernmental Agreement regarding the transition of urban services (Item 93-33). Original Deed & certified true copy of order & deed to Kathryn Hall; true copies to Bob Pearson
DO NOT RECORD EXECUTED DEED
Send to Ms. Kathryn Hall, Right of Way Section, City of Portland (106/814).

Order authorizing execution of deed.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER

[Signature]

BOARD OF
COUNTY COMMISSIONERS
1993 APR -6 AM 9:59
MULTNOMAH COUNTY
OREGON

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

March 5, 1993

Board of County Commissioners
Portland Building
1120 SW Fifth Avenue, 15th Floor
Portland, OR 97204

Subject: Offer of Conveyance of a one (1) foot strip (Street Plugs) to City
of Portland, Item 93-33

Multnomah County owns various one (1) foot strips of land at the end or along side streets which were acquired as a condition of subdivision approval to insure the future extension of the street. Upon approval by the Land Division Section of a plan for the extension of the street, Multnomah County dedicates these areas for road purposes.

As a result of annexation to the City of Portland of areas which include these strips, the jurisdiction of the streets and adjacent property is the responsibility of the city.

Since the county no longer has any authority regarding the improvement of streets and/or land development approval for the area, and in accordance with Intergovernmental Agreement regarding the transition of urban services (Item 91-10), it is the recommendation of this department that the Board of County Commissioners authorize the execution of the Bargain and Sale Deed, conveying the county's interest in the parcel to the City of Portland, upon acceptance by the city.

DO NOT RECORD EXECUTED DEED, it should be forwarded to Ms. Kathryn Hall in the Right of Way Section, City of Portland (106/814).

Very truly yours,

Betsy Williams
Director

BP:cmk

Enclosure: Order
Bargain & Sale Deed
Sketch

2691W

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Conveyance to the)
City of Portland a one (1) foot)
strip (street plug) owned by the)
County and authorizing the Board to)
execute Bargain and Sale Deed)
Item 93-33)

O R D E R
93-117

This matter coming on before the Board for the conveyance to the City of Portland of certain land; and

It appearing that as part of the Intergovernmental Agreement regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland, properties owned by the County which were acquired in connection with the approval of land development; and

It further appearing that the City has annexed the areas and jurisdiction is now under the City, it is in the best interest of Multnomah County to convey to the City of Portland the attached described parcel:


IT IS ORDERED that Multnomah County execute said deed conveying property to the City of Portland.

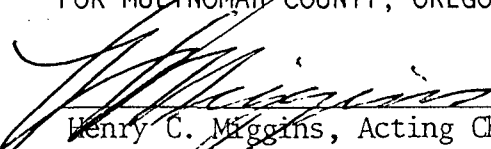
FURTHER ORDERED that said executed deed be delivered to the Right of Way Section of the Office of Public Works Administrator for the City of Portland for acceptance and recording.

DATED this 22nd day of April, 1993.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

APPROVED:


LARRY F. NICHOLAS, P.E.
County Engineer

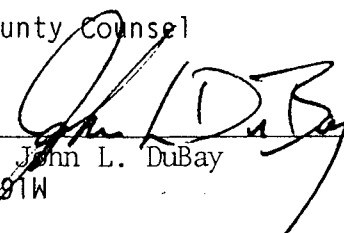

Henry C. Miggins, Acting Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

County Counsel

By


John L. DuBay
2691W

FROM: MULTNOMAH COUNTY
TO: CITY OF PORTLAND

S.W. 19TH AVENUE
North of Boones Ferry Road
Item No. 93-33
March 3, 1993

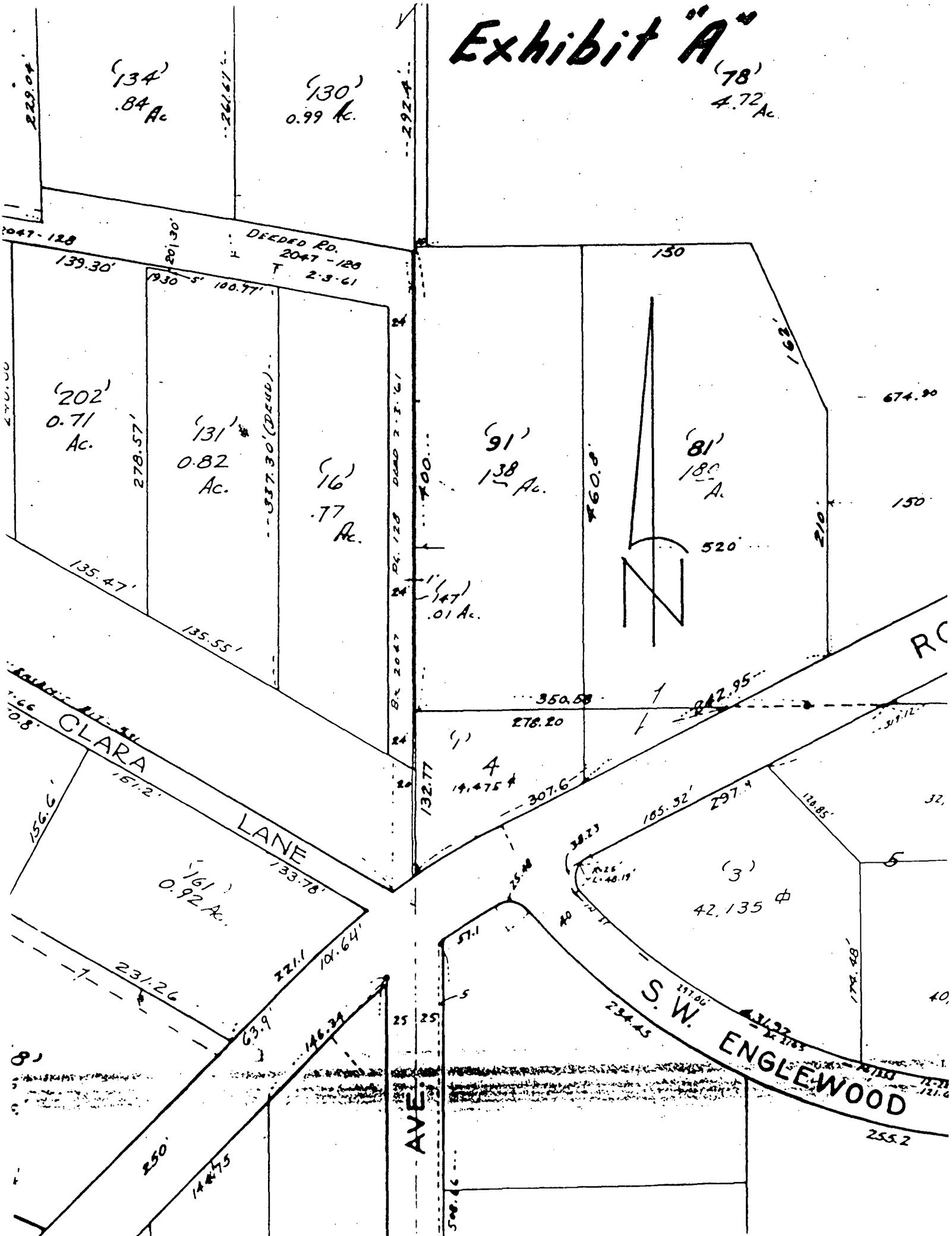
A parcel of land situated in the southwest one-quarter of Section 33, T1S, R1E, W.M., Multnomah County, Oregon, being described as follows:

Beginning at the intersection of the west line of Lot 4, ENGLEWOOD, with the northerly line of S.W. Boones Ferry Road; thence north along the west line of said Lot 4 and along the west line of that certain tract of land conveyed to Ward A. Zimmerman and Velda V. Zimmerman, husband and wife, by deed recorded August 4, 1948, in Book 1282, Page 143, Deed Records, a distance of 545 feet, more or less, to a point 30 feet north of the southeast corner of that certain tract of land conveyed to Alberto V. Patella and Violet M. Patella, husband and wife, by deed recorded August 4, 1955, in Book 1737, Page 252, Deed Records; thence west a distance of one foot; thence south parallel with and one foot west of the east line of the herein described tract, 545 feet, more or less, to a point one foot west of the place of beginning; thence east one foot to the point of beginning.

Containing 545 square feet, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

Exhibit "A"



S.W. 19TH AVENUE
North of Boones Ferry Road
Item No.93-33
March 29, 1993

BARGAIN and SALE DEED

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, conveys to CITY OF PORTLAND, a municipality, the following described property:

A parcel of land situated in the southwest one-quarter of Section 33, T1S, R1E, W.M., Multnomah County, Oregon, being described as follows:

Beginning at the intersection of the west line of Lot 4, ENGLEWOOD, with the northerly line of S.W. Boones Ferry Road; thence north along the west line of said Lot 4 and along the west line of that certain tract of land conveyed to Ward A. Zimmerman and Velda V. Zimmerman, husband and wife, by deed recorded August 4, 1948, in Book 1282, Page 143, Deed Records, a distance of 545 feet, more or less, to a point 30 feet north of the southeast corner of that certain tract of land conveyed to Alberto V. Patella and Violet M. Patella, husband and wife, by deed recorded August 4, 1955, in Book 1737, Page 252, Deed Records; thence west a distance of one foot; thence south parallel with and one foot west of the east line of the herein described tract, 545 feet, more or less, to a point one foot west of the place of beginning; thence east one foot to the point of beginning.

Containing 545 square feet, more or less.

As shown on attached map marked EXHIBIT "A", and hereby made a part of this document.

The true and actual consideration for this conveyance is \$0.00.

AFTER RECORDING, RETURN TO:
Ike Azar/Bldg. #425

FOR TAX STATEMENTS:
Multnomah County
Transportation Division
1620 SE 190th Avenue
Portland OR 97233

S.W. 19TH AVENUE
North of Boones Ferry Road
Item No. 93-33
March 29, 1993
Page 2

DATED this 22nd day of April, 1993.

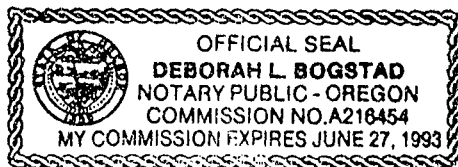


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By *Henry C. Miggins*
Henry C. Miggins, Acting Chair

STATE OF OREGON County of Multnomah

SIGNED BEFORE ME April 22, 1993, personally appeared
Henry C. Miggins, who, being
sworn, stated that he is/are the Acting Chair
of the Multnomah County Board of Commissioners, a corporation, and
that this instrument was voluntarily signed in behalf of said corporation by
authority of its Board of Directors. Before me:



Deborah L. Bogstad
Notary Public for said State

My Commission expires JUNE 27, 1993

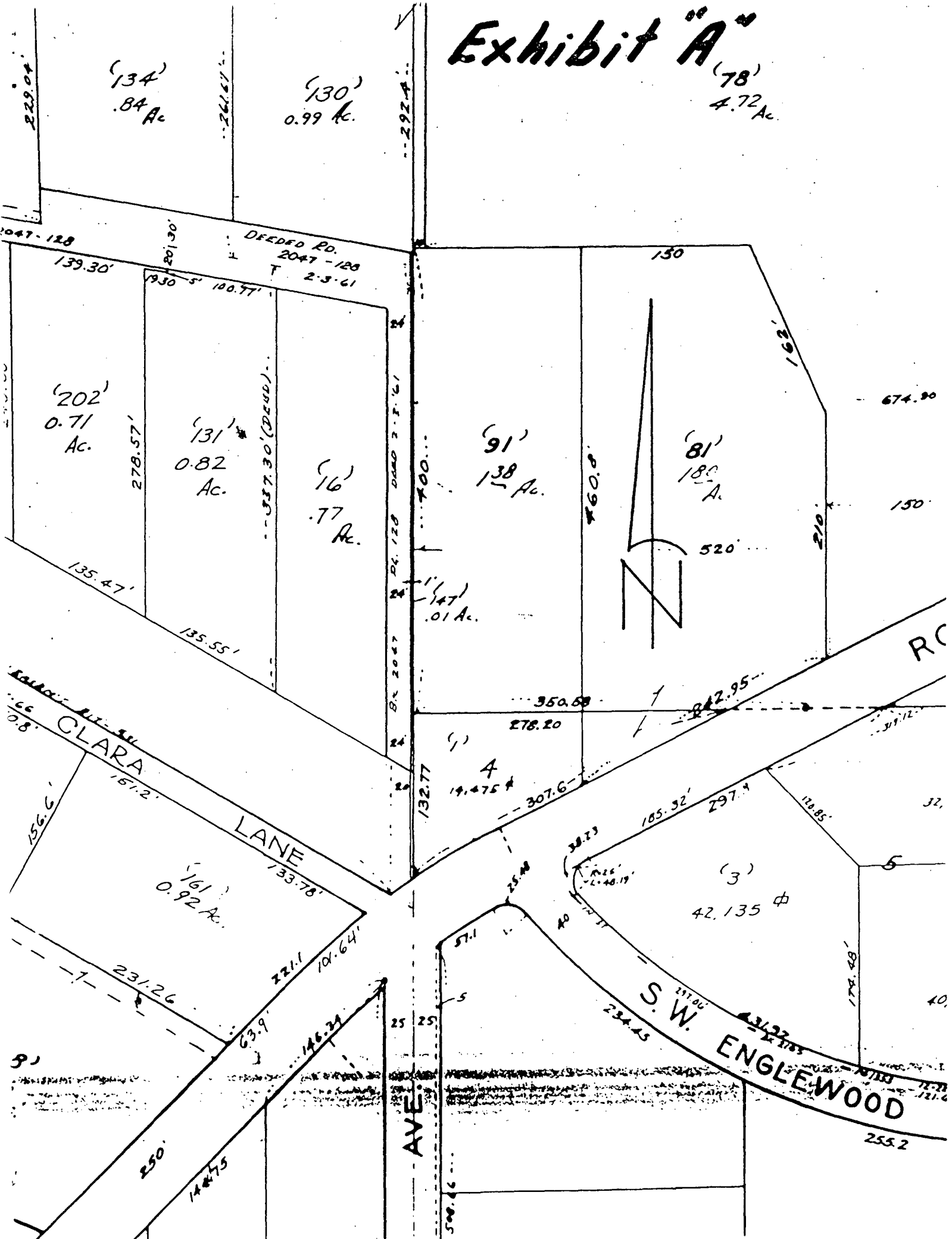
REVIEWED:

LAURENCE KRESSEL
County Counsel
for Multnomah County, Oregon

By *John L. DuBay*
JOHN L. DuBAY
Chief Asst. County Counsel

0532W(2)/2686W

Exhibit "A"



RECEIVED

APR 09 1993

DATE SUBMITTED _____

GLADYS McCOY
MULTNOMAH COUNTY CHAIR

(For Clerk's Use)
Meeting Date **APR 22 1993**
Agenda No. **R-22**

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: PUBLIC HEARING FOR TRANSFER OF TAX FORECLOSED
PROPERTY TO THE CITY OF PORTLAND UNDER
PROVISIONS OF MULTNOMAH COUNTY ORDINANCE 672

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

☐ INFORMATION ONLY ☐ PRELIMINARY APPROVAL ☐ POLICY DIRECTION ☒ APPROVAL

David Kish, Director of General Services, City of Portland has requested that Tax Lot #91, Section 32, 1N 1E, be transferred to the City of Portland to be incorporated into Forest Park, (Enclosure 3). The property is along Cornell Road above one of the tunnels adjacent to Forest Park and is steep and unbuildable. (Enclosure 4.)

This transfer is permitted by ORS 275.330 and Multnomah County Ordinance 672.

Information required by Ordinance 672 is attached as Enclosure 5.

Order and Deed to accomplish this transfer, if approved, are attached as Enclosures 1 and 2 respectively.

4/28/93 original & copy to Larry Baxter

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 5 MINUTES

IMPACT:

PERSONNEL

☒ FISCAL/BUDGETARY

☒ General Fund

☒ Other Tax Title Fund

SIGNATURES:

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

BUDGET/PERSONNEL: _____

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

OTHER Facilities & Property Management *R. Phelan*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 13 AM 10:10

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax Foreclosed)
to the CITY OF PORTLAND, OREGON,) ORDER
BUREAU OF PARKS AND RECREATION) 93-118
for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 275.330, CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for a public purposes by CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION:

SEC 32, 1N 1E
TL #91 1.29 AC
(SEE ATTACHED EXHIBIT A)

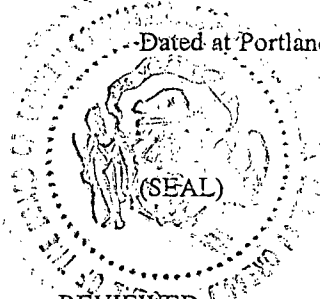
It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFOF, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION, the above described real property situated in the County of Multnomah, State of Oregon.

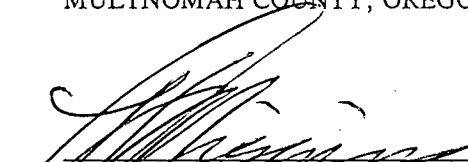
PROVIDED that said property shall be used and continue to be used by CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Dated at Portland, Oregon this 22 day of April, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



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


Henry C. Miggins
Acting Chair

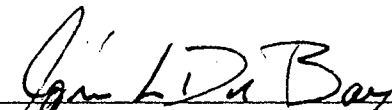

John L. DuBay

EXHIBIT A

94132-0910

NEW DESCRIPTION TL (91)-32-1N-1E DIVIDING TAXLOT INTO 2 PARCELS NORTH & SOUTH

A tract of land situated in the Northwest one-quarter of Section 32, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon being more particularly described as follows:

All that portion of the following lying Southerly of a tunnel and the South line of Cornell Road, County Road 1409-60.

BEGINNING at the Southwest corner of Lot 1, Mc Lean Terrace Unit 1, said point also being the South line of the Daniel Balch Donation Land Claim; thence West 112.75 feet along said D. L. C. line to a point on the East line of that tract of land conveyed to the City of Portland by deed recorded in Book 1355, Page 325, Deed Record, Multnomah County, in the year 1949; thence Northerly along said East line to the Southeast line of Cornell Road, County Road 1319-60; thence Northwesterly and Northeasterly following said Southeast line to the Northwest corner of that tract of land deeded by Allan and Gladys Mc Lean, husband and wife, to Joseph M. and Reatha Fought, Husband and wife, and recorded May 8, 1957 in Book 1842, Page 68; thence South 01° 26' 00" East along the West line of said tract to a point 78.00 feet Northerly of the Southwest corner thereof; thence South 75° 40' 00" West 105 feet to a point; thence Southwesterly 25.00 feet more or less, to a point; thence South 12° 35' 00" East 115.00 feet to the Northwest corner of Lot 1, Mc Lean Terrace Unit 1; thence South 12° 35' 00" East 99.75 feet (deed); thence South 04° 15' 00" East 245.99 feet to the South line of said Balch D. L. C. and the point of beginning.

A tract of land situated in the Northwest one-quarter of Section 32, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon being more particularly described as follows:

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MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

SEC 32, 1N 1E
TL #91 1.29 AC
(SEE ATTACHED EXHIBIT A)

Provided that said property shall be used and continue to be used by CITY OF PORTLAND, OREGON, BUREAU OF PARKS AND RECREATION for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

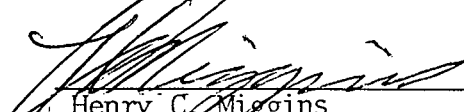
1120 SW 5TH AVE
PORTLAND, OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 22nd day of April, 1993 by authority of an order of the Board of County Commissioners heretofore entered of record.

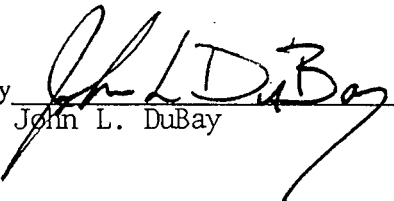


REVIEWED
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Henry C. Miggins
Acting Chair

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

By 
John L. DuBay

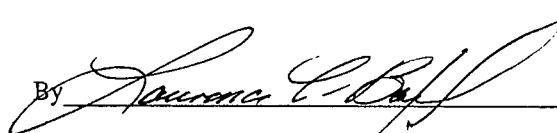
By 

EXHIBIT A

94132-0910

NEW DESCRIPTION TL (91)-32-1N-1E DIVIDING TAXLOT INTO 2 PARCELS NORTH & SOUTH

A tract of land situated in the Northwest one-quarter of Section 32, Township 1 North, Range 1 East of the Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon being more particularly described as follows:

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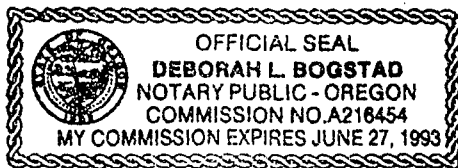
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STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 22nd day of April, 1993, before me,
a Notary Public in and for the County of Multnomah and State of
Oregon, personally appeared Henry C. Miggins, Acting Chair,
Multnomah County Board of Commissioners, to me personally known,
who being duly sworn did say that the attached instrument was
signed and sealed on behalf of the County by authority of the
Multnomah County Board of Commissioners, and that said instrument
is the free act and deed of said County.

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



Deborah L. Bogstad
Notary Public for Oregon
My Commission expires: 6/27/93



MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

HANK MIGGINS
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

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

TO: Board of County Commissioners
FROM: Dave Warren *DCW*
DATE: April 14, 1993
SUBJECT: Contingency Requests Scheduled for April 22, 1993

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 14 PM 1:46

On April 22, 1993, you will have three requests for transfer from General Fund Contingency. They total \$125,663. All three appear to meet the Board's criteria for Contingency use.

DSS 48	Adds appropriations to Juvenile Services to cover the cost of meals for detained juveniles for the remainder of the fiscal year. Part of the increase results from an increase in the Szabo food service contract not budgeted because of the Board's restriction of M&S for all County departments in 1992-93. Most of the increase results from the terms of the consent decree.	\$104,000
--------	--	-----------

As a request complying with a legal mandate, this budget modification appears to meet the Board's criteria for Contingency use.

DSS 49	Increases Juvenile Justice appropriation to cover additional workload in juvenile mediation services above the number of cases funded through an Oregon Dispute Resolution Commission grant. The additional appropriation will prevent 60-90 cases from going through formal adjudication, avoiding a greater cost. The grant is anticipated to be renewed in July, so that this expenditure will not be required again next year.	\$7,000
--------	--	---------

As a request of a one-time-only nature avoiding additional program costs associated with formal adjudication, this budget modification appears to meet the Board's criteria for Contingency use.

NOND 34	Appropriates \$14,663 to Transportation to pay Multnomah County's share of METRO's I-205 Transit Alternatives Analysis in accordance with a 1989 resolution of the Board to participate in the study.	\$14,663
---------	---	----------

As a request necessary to keep a previous public commitment, this budget modification appears to meet the Board's criteria for Contingency use.

Board Guidelines

Since 1982, the Board of Commissioners has applied guidelines to Contingency requests. The current guidelines were revised in April 1992. The language approved by the Board follows.

The Board will use the following guidelines in considering requests for funding from the Contingency Account:

- 1). Approve no contingency requests for purposes other than a "one-time-only" allocation.
 - 2). Fund any costs related to labor contract settlements that exceed the budgeted reserves for that purpose with reductions in base-line budgets or increases in continuing revenues.
 - 3). Limit contingency funding to the following:
 - (a). Emergency situations which, if left unattended, will jeopardize the health and safety of the community,
OR
 - (b). Unanticipated expenditures that are necessary to keep a previous public commitment or fulfill a legislative mandate or can be demonstrated to result in significant administrative or programmatic efficiencies, OR
 - (c). Expenditures covered by unanticipated revenues not classifiable as grants.
- AND
- (d). Expenditures cannot be accommodated by the existing departmental budget, and
 - (e). The expenditure is consistent with the existing departmental work plan.

Use of the Contingency Account during 1992-93

The Board has approved the following transfers from the Contingency account during the fiscal year:

DSS 23	Pooling of County support with the State and School District 1 for the Partners Project.	\$ 100,000
DSS 24	Computer equipment for a visually impaired JDH employee	7,455
DSS 25	Study of the nutrition provided to inmates at JDH as required by consent decree	9,860
DCC 13	Hook up to the State probation and parole information system	75,000
DES 7	Temporary help for the Records Manager while he assisted METRO	10,000
NOND 13	Capital for the A&T new development project authorized by the Board but omitted from the budget in error.	30,647
NOND 19	Transfer to all General fund organizations for Local 88 employees	1,145,851
NOND 20	Transfer to all General fund organizations for exempt employees.	527,850
NOND 21	Transfer for the Deputy Sheriffs' bargaining unit.	339,006
NOND 18	Reduced fringe and benefit appropriations to reflect actual costs	(1,068,392)

Contingency Requests - April 22, 1993
April 14, 1993

DA 12	Appropriated \$4,000 to the District Attorney based on receipt of fines	4,000
MCSO 10	Transfer to pay for three positions to work in Court Services	51,845
MCSO 11	Transfer to the Sheriff's Office to cover Overtime, Temporary help, and Materials & Services not funded at levels sufficient to cover costs in the 1992-3 budget.	425,000
DES 11	Transfer to Facilities Management to cover under-budgeted rent	30,000
VARIOUS	Savings from July hiring freeze for all departments but Health	(464,503)
NOND 23	Transfer to cover the cost of acquiring an automated time and attendance system to permit semi-monthly payroll for all	<u>225,000</u>
TOTAL TRANSFERS		\$1,448,619

The amount remaining in Contingency is \$1,588,058. Two known costs will need to be paid from this account before the end of the year. The amount that will be needed is not certain.

1. The County and a major bargaining unit, the Corrections Officers, have not yet agreed on the wage rates for 1992-93. Because the contract with Corrections Officers is subject to binding arbitration, we will not know the cost of this settlement until the arbitrator declares the award. That may not be until late May. Each 1% increase in the base pay for the bargaining unit costs about \$159,000.
2. A large number of employees (about 1,800) are being educated about and immunized for blood-borne pathogens. The cost of this program has not been charged to the budgets or the organizations where these employees work. When the program is complete for the year, and we know who the employees are, a transfer from Contingency will be needed to cover the General Fund share of the cost. Other funds will absorb the cost within their benefits appropriation, using the savings that NOND 18 above captured from General Fund organizations. I believe that about \$350,000 may have to be transferred for the General Fund share of this \$450,000 program.

The savings from the July hiring freeze that the Health Department achieved have not yet been returned to General Fund Contingency. These savings are \$209,500.

Finally, the Beginning Working Capital (the undedicated 1993-94 estimated beginning balance) shown in the 1993-94 Executive Budget assumes that \$600,000 of the 1992-93 General Fund Contingency will be left unspent at the end of this Fiscal Year.

c Ginnie Cooper
Tamara Holden
Hank Miggins
Gary Nakao
Billi Odegaard
Mike Schrunk
Bob Skipper
Betsy Williams

Contingency Requests - April 22, 1993
April 14, 1993

BCC clerk

BOARD OF
COUNTY COMMISSIONERS

1993 MAR 19 AM 10:50

MULTNOMAH COUNTY
OREGON

MULTNOMAH COUNTY, OREGON

BOARD OF COUNTY COMMISSIONERS

GLADYS McCOY

DAN SALTZMAN

GARY HANSEN

TANYA COLLIER

SHARRON KELLEY

PLANNING & BUDGET

PORTLAND BUILDING

1120 S.W. FIFTH - ROOM 1400

P. O. BOX 14700

PORTLAND, OR 97214

PHONE (503)248-3883

TO: County Managers and Staff

FROM: Dave Warren *DCW*

DATE: March 18, 1993

SUBJECT: QUARTERLY CONTINGENCY REQUESTS

The third "quarterly" General Fund Contingency requests will go to the Board of County Commissioners next month. I believe the Board will review them on April 20, 1993.

Contingency requests are due in the Planning & Budget Division by April 6, 1993. Planning & Budget will forward them to the Chair's Office for placement on the agenda. The Board will review them at the Informal Board Meeting April 20 and vote on them at the Formal Board Meeting on the following Thursday.

To bring a contingency request before the Board you need to complete:

- a regular Bud Mod form (as always), and
- a "Request for General Fund Contingency Transfer" form explaining why the requested transfer could not be foreseen or absorbed within existing appropriations, and the reason for the transfer. A copy of this form is attached.

By resolution, the Board has limited contingency funding to

- a) emergency situations which, if left unattended, will jeopardize the health and safety of the community,

- b) unanticipated expenditures that are necessary to keep a previous public commitment or fulfill a legislative mandate or can be demonstrated to result in significant administrative or programmatic efficiencies,
- c) expenditures covered by unanticipated revenues not classifiable as grants,

In all cases, the Board requires that the proposal to transfer appropriations from contingency must be for expenditures that cannot be covered within the existing appropriations of a department.

Planning & Budget will advise the Chair's Office as to which category covers each contingency request or if the request does not seem to fit any of the required categories. If you have any questions about this procedure, contact your budget analyst before April 6, 1993.

As a further note, I believe the following are the likely dates for the remaining quarterly contingency process for 1992-93.

Fourth Quarter

Due in Planning & Budget - June 1, 1993
Chair's Office for Agenda Placement - June 8, 1993
Board Informal - June 15, 1993
Board Formal - June 17, 1993

attachment

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$ _____
3. Summary of request:

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? _____ If so, when? _____
If so, what were the circumstances of its denial?

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

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

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

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

Signature of Department Head/Elected Official

Date

BUDGET MODIFICATION NO. 48

(For Clerk's Use) Meeting Date APR 22 1993

Agenda No. R-23

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Marie Eighmey TELEPHONE: 248-3550

*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE:

Budget Modification DSS # 48 requests \$104,000 Contingency dollars to purchase meals for juveniles in Detention.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:

{ } PERSONNEL CHANGES. Not applicable.

This budget modification adds \$104,000 Contingency dollars to fund the purchase of meals for detained juveniles for the remainder of the fiscal year. The funding covers a deficit caused by the 6% increase to the Szabo contract for FY92-93 and by additional costs associated with the consent decree requirements. The latter include an increase in the caloric intake from 3,500 to 4,000 calories/meal day; the addition of second portions to juveniles upon request; and an increase in tray cost in order to supply divided trays on which to serve the meals.

3. REVENUE IMPACT:

Decreases County General Fund contingency by (\$104,000)

4. CONTINGENCY STATUS: (\$104,000)

Originated By

Date

Department Manager

Date

Budget Analyst

Date

Personnel Analyst

Date

Board Approval

Date

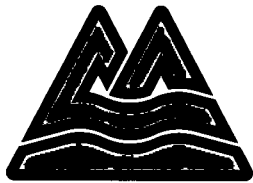
EXPENDITURE
 TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____ BUD MOD DSS # 48

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		100	010	2510			6270			104,000		Increase Food.
											104,000	SUBTOTAL ORG 2510.
		100	045	9120			7700			(104,000)	(104,000)	CONTINGENCY.

											\$0	TOTAL EXPENSE.

REVENUE
 TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
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MULTNOMAH COUNTY OREGON

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

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

TO: Gladys McCoy
Multnomah County Chair

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

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

DATE: March 18, 1993

SUBJECT: \$104,000 Contingency Request To Fund Juvenile Detainee Meals For The
Remainder Of The Current Year

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request for \$104,000 from Contingency and approval of the budget modification which adds the funding to the Division's budget.

BACKGROUND/ANALYSIS: Funding for the meals served to juveniles detained at Donald E. Long are budgeted under the Division's food line and expended to pay the Szabo meal provider. The Sheriff's Office handles the payment and food contract management because the contract also serves adult detainees.

Following payment for meals served during the week of January 20th, the Juvenile Justice Division had less than \$11,000 available to cover juvenile detention meals for the remainder of the current year. The Division had requested additional County funds prior to the adoption of the FY92-93 budget to cover a 6% increase in the Szabo contract. The Board decided to postpone approval of additional funds at that time. Since then, consent decree requirements have increased the deficit in the juvenile meals expense to an approximate \$104,000 for the current year. (The decree required increased caloric content/meal day for each juvenile and the serving of seconds to those juveniles who requested it). The projected annual cost figure now equals a total \$266,000 +.

me/confdcvr.mar

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$104,000

3. Summary of request:

The Juvenile Justice Division requests \$104,000 from Contingency to cover the expense of meals for juvenile detainees throughout the remainder of the current fiscal year. The total is based upon estimates by the Sheriff's Office (see attached) to cover the juvenile meals' portion of the Szabo contract.

During the FY91-92 fiscal year, juvenile meals averaged \$3,700 per week. In the current fiscal year, the cost averages \$5,230. In addition to the 6% increase required by the Szabo contract, the increase is attributed to the following changes associated with the consent decree:

- a. The caloric intake per juvenile meal day was increased from 3,500 calories to 4,000 calories.
- b. Second portions now are being ordered and provided at the rate of \$.898/portion.
- c. Divided entree trays cost \$.10 above the regular tray cost.

4. Has the expenditure for which this transfer is sought been included in any budget request during the past five years? YES If so, when? DURING TECH AMENDMENTS PRECEDING THE FY92-93 BUDGET.

If so, what were the circumstances of its denial?

An increase, to cover the FY92-93 6% increase to the Szabo contract, was requested as a technical amendment in during the FY92-93 budget process. At that time, the Board decided to postpone the decision until later in the budget year.

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

See item 4 response.

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

This is a fundamental expense of both the juvenile and adult detainee systems. We have not been able to identify available funds either in the department or the division to cover this expense.

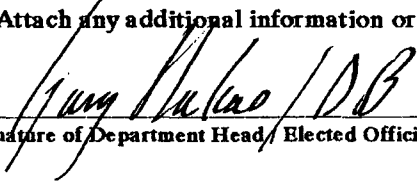
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

Not applicable.

8. This request is for a (Quarterly ☒ , Emergency ☐) review.

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

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

 DB
Signature of Department Head/ Elected Official

 6 April 93
Date



Multnomah County Sheriff's Office

12240 N.E. GLISAN ST., PORTLAND, OREGON 97230

BOB SKIPPER
SHERIFF

(503) 255-3600

MEMORANDUM

To: MARIE EIGHMEY
Juvenile Justice Division

From: LAURA HARRYMAN *LA*
Management & Fiscal Services Unit

Date: MARCH 3, 1993

Subject: PROJECTED FOOD SERVICE EXPENDITURES

Attached is a copy of my projections of the year-end food service costs for JDH. To compute a projection for the remainder of the fiscal year, I used the latest 13 weeks of expenditures.

This projection tells us that we will need to add about \$104,000 to the \$163,010 we have already encumbered for the Szabo contract. Could you please call me and let me know if this is okay? Once you give me the go-ahead, I will contact Accounts Payable and have them make the change. We will then be able to process the Szabo bills we are now holding.

My phone number is 251-2434. Thank you for your attention to this matter.

2/18/93 Szabo
Projection

	July				August					September				October				
JDH	1	2-8	9-15	16-23	24-29	30-5	6-12	13-19	20-26	27-2	3-9	10-16	17-23	24-30	1-7	8-14	15-21	22-28
Inmate Meals	586	3,835	4,105	3,832	4,020	3,808	3,627	3,885	3,954	4,062	4,083	3,907	3,993	3,761	3,817	4,040	4,108	4,130
Staff Meals	11	76	76	76	76	76	76	76	76	76	76	76	76	76	76	76	76	76
Seconds				405	979	879	874	946	968	990	999	960	979	60	930	984	1,000	1,018
3 comp trays												45	65	914	61	47	66	98
Extra Charges														156				66
Total	597	3,911	4,181	4,313	5,075	4,763	4,577	4,907	4,998	5,128	5,158	4,988	5,113	4,967	4,884	5,147	5,250	5,388

2/18/93 Szabo
Projection

JDH	November 29-4	5-11	12-18	19-25	December 26-2	3-9	10-16	17-23	24-30	Jan 31-6	7-13	14-20	YTD	Straight- Line Proj. of Last 13 Weeks Paid	Total of Year-to-Date and Projection
Inmate Meals	4,157	4,220	4,107	4,011	4,011	4,179	3,968	4,137	3,695	4,042	3,929	4,177	116,186	93,350	209,536
Staff Meals	76	76	76	76	76	76	75	76	76	76	76	76	2,214	1,746	3,960
Seconds	1,027	1,009	1,000	1,005	979	1,024	947	1,007	892	1,006	955	1,019	24,841	22,802	47,643
3 comp trays	83	50	79	96	77	48	74	66	71	32	78	99	2,149	1,683	3,832
Extra Charges				182					153				557	709	1,266
Total	5,343	5,355	5,262	5,370	5,143	5,327	5,064	5,286	4,887	5,156	5,038	5,371	145,947	120,290	266,237
													Contract Amt.		163,010
													Amt over (short)		(103,227)

BUDGET MODIFICATION NO. 49

(For Clerk's Use) Meeting Date APR 22 1993

Agenda No. R-24

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Marie Eighmey TELEPHONE: 248-3550

*NAME OF PERSON MAKING PRESENTATION TO BOARD: Lynne Cox,
Harold Ogburn

SUGGESTED AGENDA TITLE:

Budget Modification DSS # 49 requests \$7,000 Contingency dollars to fund the Program Director of the Victim Offender Reconciliation Program for April through June, 1993.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:

{ } PERSONNEL CHANGES. Not applicable.

This budget modification adds \$7,000 Contingency dollars to pay for the services of the Program Director of the Victim Offender Reconciliation Program (V.O.R.P.) for the period of April through June, 1993. The dollars would be contracted to V.O.R.P. by the Juvenile Justice Division. They would buy the handling of 20 to 30 juvenile offender cases/month for a total 60-90 cases during the period.

3. REVENUE IMPACT:

Decreases County General Fund contingency by (\$7,000)

4. CONTINGENCY STATUS: (\$7,000)

Originated By

Date

Department Manager

Date

* Harold Ogburn (HOO) 3/19/93

Jan Wilcox/DB 6/1/93

Budget Analyst

Date

Personnel Analyst

Date

Robert Smith 4/12/93

Board Approval

Date

RECORDS (Booster)

4/22/93

EXPENDITURE

BUD MOD DSS : 49

TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
		100	010	2540			6060			7,000		Increase Pass Thru Pay.
											7,000	SUBTOTAL ORG 2540.
		100	045	9120			7700			(7,000)	(7,000)	CONTINGENCY.

											\$0	TOTAL EXPENSE.

REVENUE

TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI- ZATION	ACTIVITY	REPORT'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB- TOTAL	DESCRIPTION
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MULTNOMAH COUNTY OREGON

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

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

TO: Gladys McCoy
Multnomah County Chair

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

FROM: *Harold Ogburn (H.S.P.)*
Harold Ogburn
Director, Juvenile Justice Division

DATE: March 18, 1993

SUBJECT: \$7,000 Contingency Request To Fund Juvenile Mediation Cases For The
Remainder of the Current Fiscal Year

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of a request for \$7,000 from Contingency and approval of the budget modification which adds the funding to the Division's budget.

BACKGROUND/ANALYSIS: Referrals for the mediation of juvenile cases to the Victim Offender Reconciliation Program (V.O.R.P.) have exceeded the workload initially funded by the Dispute Resolution Commission grant. Although V.O.R.P. sought other funding sources and continues to seek funding elsewhere, it was required to freeze referrals in February. It currently is not taking new cases from the juvenile system. If the \$7,000 is provided (via a contract between the Juvenile Justice Division and V.O.R.P.), V.O.R.P. will re-open referrals and accept 20 to 30 cases per month for the remainder of the fiscal year.

V.O.R.P. mediation services during this period would cost the County an estimated \$77 to \$155 per case in comparison to the total estimated \$180,000 to \$300,000 which the formal adjudication process would cost. V.O.R.P. also reports a 95% satisfaction of agreements through their mediated cases in 1992 and decreased criminal recidivism by those juveniles who go through the mediation process.

me/confvor.mar

REQUEST FOR GENERAL FUND CONTINGENCY TRANSFER

1. Attachment to Bud Mod No. _____ 2. Amount requested from General Fund Contingency: \$7,000

3. Summary of request:

The Juvenile Justice Division requests \$7,000 from Contingency to contract with the Victim Offender Reconciliation Program for the mediation of 20 to 30 juvenile cases/month during the period of April through June, 1993, for a total of 60 to 90 cases. Depending upon the complexity of the case, the cost per case ranges from \$77 to \$115/case.

V.O.R.P. froze referrals in February and cannot take new juvenile cases without additional funds. Initially, V.O.R.P. was given a grant from the Oregon Dispute Resolution Commission to provide adult and juvenile mediation services for 300 Multnomah County cases from March 1992 – June 1993. Between March and December, 1992, V.O.R.P. handled 618 cases. It handled 100 additional cases in January and February, 1993 with no increase in funding. Due to the high caseload, grant funds were expended on case-related long distance calls, office supplies, salaries, and other program costs. No funds are available for the remaining 3 months of this fiscal year. While V.O.R.P. has satisfied its grant requirements, the for mediation services continues. The success of this mediation effort is proven by the fact that 95% of all V.O.R.P. cases in 1992 resulted in complete satisfaction of the agreements.

It is estimated that V.O.R.P. saves from \$3,000 to \$5,000 per case successfully mediated. Mediation also results in decreased criminal recidivism. Without this additional funding to continue the process, 60 to 90 cases during this period will go into the formal adjudication system, costing between \$180,000 and \$300,000.

V.O.R.P. anticipates that the Dispute Resolution Commission grant funds are likely to be renewed for the period beginning July 1, 1993. Therefore, it is requesting funding to allow for continuation of the program only through the remainder of this fiscal year.

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?

V.O.R.P. services were funded by grant dollars. The case-load volume has exceeded those funds.

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

V.O.R.P. has sought funds elsewhere and continues to do so. It is seeking additional grant funds for the new year. Funding for V.O.R.P. currently is not included in the departmental budget.

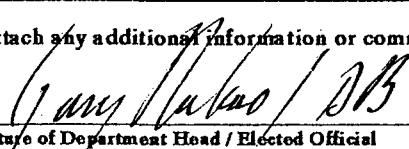
7. Describe any new revenue that this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.

Not applicable.

8. This request is for a (Quarterly ☒ , Emergency ☐) review.

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

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


Signature of Department Head / Elected Official


Date

VICTIM OFFENDER RECONCILIATION PROGRAM
OF MULTNOMAH COUNTY
Contingency Tap Preliminary Data Sheet

Amount of Request: \$7000
Use of Dollars: Salary for Program Director
Breakout: April: \$2000
May: \$2500
June: \$2500

Reason for Request:

VORP of Multnomah County received a grant from the Oregon Dispute Resolution Commission to provide mediation services to 300 cases for Multnomah County from March 1992-June 1993. VORP worked 618 cases through December 1992. VORP worked more than an additional 100 cases in January and February of 1993, with no additional funds. Due to increased caseload, grant funds were expended on long-distance telephone calls, printing and mailing costs, office supplies, etc. Salary monies for April, May and June are now non-existent. While VORP has satisfied its grant, the need for mediation services in our county continues.

VORP needs \$7000 to pay its Program Director, through June 30, 1993, when Dispute Resolution Commission grant funds are likely to be renewed. The Program Director schedules mediation, confers with victims and offenders, trains and supervises mediators and provides public education about mediation. This person coordinates over 40 volunteers who ultimately mediate for hundreds of citizens.

VORP froze referrals in February and is not presently taking new cases from Juvenile Justice. If the \$7000 is granted, VORP will re-open referrals to Juvenile Justice. VORP will accept 20-30 cases per month, for a total of 60-90 cases.

VORP mediation services during this period will cost the County \$77-115 per criminal case. These cases, when successfully mediated, are dismissed from the criminal system. This saves Court resources and provides tangible justice to victims. It is estimated that VORP saves from \$3000-5000 per case successfully mediated. Mediation results in decreased criminal recidivism.

In 1992, 95% of all victims and offenders that met in VORP of Multnomah County mediations settled their cases. 95% of all mediated cases resulted in complete satisfaction of the agreements.

Impact of Failure to Fund:

VORP of Multnomah County will quite possibly close its doors. The present Program Director will seek work elsewhere. 60-90 juvenile cases will go into the formal adjudication system, costing taxpayers from \$180,000 - 300,000 in adjudication resources (court counselors, judge or referee time, probation services). Offenders eligible but not receiving mediation services are more likely to re-offend. VORP and Juvenile Justice will lose much ground on providing appropriate resources to juveniles and victims of juvenile crime in Multnomah County. Public perception of victims will likely worsen. Victims presently indicate that VORP is one of the few, if not only, programs that addresses their needs.

BUDGET MODIFICATION NO. NOND #34

(For Clerk's Use) Meeting Date APR 22 1993
Agenda No. R-25

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT _____

DIVISION Transportation

CONTACT Ed Pickering

TELEPHONE _____

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

SUGGESTED

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

Budget Modification transfers money from contingency to pay County's share of I-205/Milwaukie Preliminary Alternatives Analysis.

(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 appropriates \$14,663 from contingency for the County's share of Metro I-205/Milwaukie Preliminary Alternatives Analysis. The Board passed a resolution (#89-145) on July 6, 1989 approving the project. The budget for this payment was left out of the amendment package approved by the Board in June 1992.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

BOARD OF
COUNTY COMMISSIONERS
1993 APR 14 PM 1:46
MULTI-COUNTY
OREGON

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

_____ Date _____
After this modification \$ _____

Originated By	Date	Department Director	Date
_____	_____	<i>[Signature]</i>	<u>4/14/93</u>
Plan/Budget Analyst	Date	Employee Services	Date
<i>[Signature]</i>	<u>4/14/93</u>	_____	_____
Board Approval	Date		
<i>[Signature]</i>	<u>4/22/93</u>		

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

[illegible]

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
TOTAL REVENUE CHANGE										0		

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Committing the)
County's Share of Local Match for) RESOLUTION
I-205 Transit Alternatives Analysis and DEIS) #89-145

WHEREAS the I-205 Policy Advisory Committee and the Joint Policy Advisory Committee for Transportation (JPACT) have recommended that the I-205 transit corridor study be advanced to the next stage of project development; and

WHEREAS an I-205 Steering Group composed of officials from Metro, Tri-Met, ODOT, Port of Portland, Clackamas and Multnomah Counties, and Portland will make policy for the project; and

WHEREAS on May 4, 1989, this Board asked the Governor to request the U.S. Department of Transportation to allow the I-205 busway funds to be used for constructing light rail; and

WHEREAS the Transit Alternatives Analysis and Draft Environmental Impact Statement (DEIS) will examine I-205 transit options and determine the preferred alternative and whether the north or south segment should advance first; and

WHEREAS the I-205 Technical Advisory Committee estimates the local funds match for the Alternatives Analysis and DEIS to be \$154,650, and recommends dividing this match in rough proportion to how the project affects the jurisdictions, and recommends that Multnomah County's share be \$14,650; and

WHEREAS on June 29, 1989 Metro applied to the Urban Mass Transit Administration (UMTA) for the grant for the Transit Alternatives Analysis and DEIS, and commitment for the local match is now timely, and the timing for actual appropriation of the funding is unknown;


NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Commissioners for Multnomah County intends to participate actively on the I-205 Transit Steering Group and now commits itself to approving payment of \$14,650 in general funds at the appropriate time, as its share of the local match for the I-205 Transit Alternatives Analysis and DEIS.

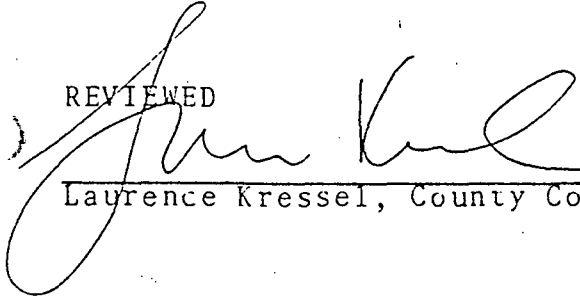
ADOPTED THIS 6th DAY OF JULY, 1989.

(SEAL)

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By 
Gladys McCoy, Chair

REVIEWED


Laurence Kressel, County Counsel

PLEASE PRINT LEGIBLY!

MEETING DATE

4/21

NAME

RON FOSSUM

ADDRESS

5533 NE 30TH

STREET

PORTLAND

CITY

97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R26

SUPPORT

☒

OPPOSE

SUBMIT TO BOARD CLERK

Meeting Date: ~~APR 15 1993~~ R-26

(Above space for Clerk's Office Use)

Subject: PILOT Transfer

AGENDA REVIEW/
BOARD BRIEFING April 13 REGULAR MEETING April 15
(date) (date)

DEPARTMENT Non-Departmental DIVISION District 2

CONTACT Mike Delman TELEPHONE 248-5219

PERSON(S) MAKING PRESENTATION Mike Delman/Hank Miggins

INFORMATIONAL ONLY POLICY DIRECTION X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENA: 10 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):

Resolution accepting terms of IGA with Portland Public Schools and the City of Portland, transferring property and assigning PILOT funds.

4/27/93 COPIES TO
THOMAS DELMAN, HANK THIGGINS,
JOY AL SOFF & FRED NEAL

(if space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANANGER

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 APR -8 AM 9:11
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovernmental)
Agreement with the Portland School)
District and the City of Portland) RESOLUTION
Designating PILOT Fund Use and)
Transferring Title to Kennedy School)

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland, and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years, and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT funds, and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-wide Housing Affordability Strategy (CHAS), and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement, and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site, and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School, and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County, and

WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects,

THEREFORE, BE IT RESOLVED, the Multnomah County Board of Commissioners intend to enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego their rights to PILOT funds for not more than ten years, (b) the District to forego its right to receive PILOT funds for a period of not more than ten years, (c) the payment to the District of \$650,000 in installments. ⁷for a portion of the development costs at Jefferson High School, (d) a transfer of Kennedy School to the City of Portland. The form of proposed agreement is attached as Exhibit A.

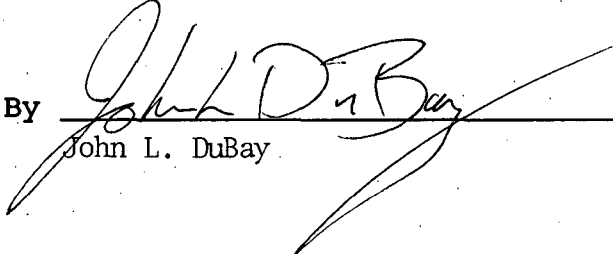
APPROVED this _____ day of _____, 1993.

MULTNOMAH COUNTY, OREGON

Henry C. Miggins
Acting Chair

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

By



John L. DuBay

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

BETWEEN

**THE CITY OF PORTLAND, MULTNOMAH COUNTY AND PORTLAND SCHOOL
DISTRICT NO. 1**

I. RECITALS

- A. The City of Portland (City), Multnomah County (County), and Portland School District No. 1 (District) share a common interest in improving the educational environment for children within Multnomah County and the City of Portland. This interest has resulted in joint funding of collaborative projects, including more than \$1 million budgeted by the City of Portland for FY 1992-93 to fund projects benefitting students of the District.
- B. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- C. The primary recipients of PILOT funds from HAP are the City, the County and the District. The City, the County and the District have received approximately 90% of the PILOT payments from HAP.
- D. A constitutional limit on property taxes imposed as a result of Ballot Measure 5 will decrease the share of PILOT receipts for the District and increase the amounts to be received by the City and County.
- E. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties. These rents are directly subsidized by the Department of Housing and Urban Development (HUD).
- F. Recent directives from HUD encourages HAP to decrease the number of directly-subsidized properties owned by HAP. Such a decrease in HAP-owned properties will result in a reduction of PILOT receipts by the City, the County and the District.
- G. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 in PILOT funds which are available to be disbursed.
- H. A fixed-term agreement has been reached by the City, the County and the District concerning distribution of PILOT funds in a manner that each expects to benefit students of the District by improving educational facilities, affordable housing, and community services within the City and the County.

- I. The agreement between the City, the County and the District involves, in part, the transfer of Kennedy School from the District to the City.
- J. The Concordia Neighborhood Association has expressed strong interest in participating in an achievable development plan for the Kennedy School site.

II. MUTUAL AGREEMENTS

In consideration and recognition of their common interests, the projected reductions in PILOT funds, the changes in the PILOT distribution formula resulting from Ballot Measure 5, the funds projected in the FY 1992-93 budgets of the City and the County to benefit students of the District and the intent of the City and the County to continue such funding into the future, the undersigned mutually agree as follows:

A. Right to Future PILOT Receipts

1. Suspension of Right to Receipts. For a period of 10 years or less each party agrees to suspend and waive any right to retain PILOT funds disbursements. Each party agrees during this suspension period to transfer its allotment of PILOT funds to the Multnomah County/City of Portland Housing and Community Development Commission (HCDC).
2. Restriction of PILOT Fund Uses. During the terms of this Agreement, each party agrees that uses of PILOT funds, except as provided in Section II.B. herein, will be restricted to those uses both recommended by the HCDC and approved by the City and County.

B. Distribution of Current PILOT Funds Balance

1. Management of Balance by City. The City, as administrative manager of the HCDC, will receive and disburse the PILOT funds currently held by HAP. Disbursement shall be as herein provided in Section II.B.2. below.
2. Approved Disbursement. The following disbursements will be made by the City:
 - a. A maximum of \$100,000 to the City to conduct a social services siting policy study.
 - b. A maximum of \$20,000 to the City to reimburse the City for costs associated with vacating a portion of North Commercial Street and relocating fire suppression lines in conjunction with development at Jefferson High School.

- c. A maximum of \$150,000 to the City for producing an achievable development plan for the reuse of the Kennedy School property, to provide interim maintenance and security, and to pay for other pre-development costs associated with the reuse of the property.
- d. An amount of \$450,000 now and \$50,000 each year for the next four years thereafter to the District.
- e. Funds remaining after providing for items II.B.2. a-d above will be disbursed in a manner to be determined by the HCDC and approved by the City and County.

C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the ~~historic Kennedy School building~~ site.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

III. SPECIFIC PROMISES

In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

- 1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

- 1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

C. City of Portland agrees to:

- 1. Accept the deed for Kennedy School from the District.

2. Administer, as provided herein, current and future PILOT funds ~~disbursed~~ ^{received} from HAP.
3. Conduct a social service siting policy study. → *shelter reconfiguration housing / related activities*
4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School and perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

The parties shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express Written Waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

V. TERM

The term of this Agreement shall be effective as of July 1, 1992 and shall terminate ten (10) years from the effective date.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Chair Gladys McCoy

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

Laurence Kressel, County Counsel

SCHOOL DISTRICT NO. 1

Dr. Donald McElroy
Executive Deputy Superintendent

George Collins
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

Don Jeffery, PPS Staff Attorney

Harvey Barragar, Board Counsel

4/22/93
R-26

CONCORDIA NEIGHBORHOOD ASSOCIATION
5533 N.E. Thirtieth Avenue
Portland, Oregon 97211

April 21, 1993

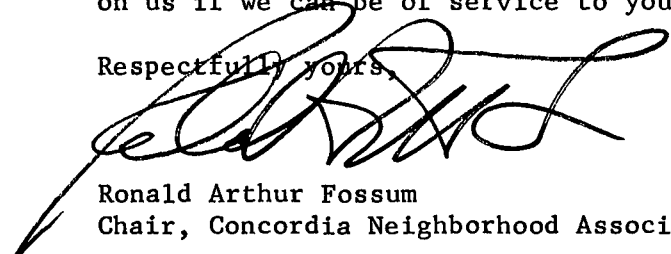
THE HONORABLE MULTNOMAH COUNTY COMMISSIONERS
The Portland Building
1120 S.W. Fifth Avenue
Portland, Oregon 97204

Re: PILOT Funds Resolution

The Concordia Neighborhood Association strongly urges the Multnomah County Commissioners to pass the PILOT Funds Resolution. It provides funds and services to a part of the County which is considered distressed at no additional cost to the County or taxpayers by making existing funds available for affordable housing purposes; enhancing the magnet school programs for the performing arts at Jefferson High School; and aiding in the creation of a community center which a majority of the residents in that area believe would improve their neighborhood.

The Concordia Neighborhood Association would like to thank the Commissioners for the time and consideration they have given to this Resolution, most particularly Commissioner Hansen, former Commissioner Bauman, and the late County Chairperson Gladys McCoy; and to remind the Commissioners that the Concordia Neighborhood Association exists also to help Multnomah County in achieving its goals. Please call on us if we can be of service to you.

Respectfully yours,



Ronald Arthur Fossum
Chair, Concordia Neighborhood Association

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF PORTLAND, MULTNOMAH COUNTY AND PORTLAND SCHOOL DISTRICT NO. 1

I. RECITALS

- A. The City of Portland (City), Multnomah County (County), and Portland School District No. 1 (District) share a common interest in improving the educational environment for children within Multnomah County and the City of Portland. This interest has resulted in joint funding of collaborative projects, including more than \$1 million budgeted by the City of Portland for FY 1992-93 to fund projects benefitting students of the District.
- B. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- C. The primary recipients of PILOT funds from HAP are the City, the County and the District. The City, the County and the District have received approximately 90% of the PILOT payments from HAP.
- D. A constitutional limit on property taxes imposed as a result of Ballot Measure 5 will decrease the share of PILOT receipts for the District and increase the amounts to be received by the City and County.
- E. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties. These rents are directly subsidized by the Department of Housing and Urban Development (HUD).
- ?? F. Recent directives from HUD encourages HAP to decrease the number of directly-subsidized properties owned by HAP. Such a decrease in HAP-owned properties will result in a reduction of PILOT receipts by the City, the County and the District.
- G. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 in PILOT funds which are available to be disbursed.
- H. A fixed-term agreement has been reached by the City, the County and the District concerning distribution of PILOT funds in a manner that each expects to benefit students of the District by improving educational facilities, affordable housing, and community services within the City and the County.

Post-It™ brand fax transmittal memo 7671		# of pages 6
To Mike Delman	From Bob Dunston	
Co. Comm. Hansen	Co. B.D.	
Dept.	Phone #	

- I. The agreement between the City, the County and the District involves, in part, the transfer of Kennedy School from the District to the City.
- J. The Concordia Neighborhood Association has expressed strong interest in participating in an achievable development plan for the Kennedy School site.

II. MUTUAL AGREEMENTS

In consideration and recognition of their common interests, the projected reductions in PILOT funds, the changes in the PILOT distribution formula resulting from Ballot Measure 5, the funds projected in the FY 1992-93 budgets of the City and the County to benefit students of the District and the intent of the City and the County to continue such funding into the future, the undersigned mutually agree as follows:

A. Right to Future PILOT Receipts

1. Suspension of Right to Receipts. For a period of not less than 10 years each party agrees to suspend and waive any right to retain PILOT funds disbursements. During this suspension period each party shall assign its allotment of PILOT funds to the Multnomah County/City of Portland Housing and Community Development Commission (HCDC) and the parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The assigned funds shall be used in accordance with the terms of this agreement.
2. Restriction of PILOT Fund Uses. During the term of this Agreement, each party agrees that uses of PILOT funds, except as provided in Section II.B. herein, will be restricted to those housing and housing-related activities recommended by the HCDC and approved by both the City and the County.

B. Distribution of Current PILOT Funds Balance

1. Management of Balance by City. Each party agrees to waive any right to retain current PILOT funds disbursements. Each party agrees to assign its allotment of current PILOT funds to HCDC. The parties agree that HAP shall transfer the parties' assigned shares of PILOT funds to the City in the City's capacity as administrative manager of HCDC. The City, as administrative manager of the HCDC, will receive and disburse the PILOT funds currently held by HAP. Disbursement shall be as herein provided in Section II.B.2. below.
2. Approved Disbursement. The following disbursements will be made by the City:

- a. A maximum of \$100,000 to the City to conduct a social services siting policy study.
- b. A maximum of \$20,000 to the City to reimburse the City for costs associated with vacating a portion of North Commercial Street and relocating fire suppression lines in conjunction with development at Jefferson High School.
- c. A maximum of \$150,000 to the City for producing an achievable development plan for the reuse of the Kennedy School property, to provide interim maintenance and security, and to pay for other pre-development costs associated with the reuse of the property.
- d. An amount of \$450,000 now and \$50,000 each year for the next four years thereafter to the District.
- e. Funds remaining after providing for items II.B.2. a-d above will be disbursed for housing and housing-related activities in a manner to be determined by the HCDC and approved by the City and County.

C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the historic Kennedy School building.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

III. SPECIFIC PROMISES

In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

Deletion:
Reference to
Dickinson Park →

NEW PROVISION
ADD AT COUNTY'S
REQUEST

2. Participate with the City, the Concordia Neighborhood Association, and other interested parties in development plans for the Kennedy School site.

C. City of Portland agrees to:

1. Accept the deed for Kennedy School from the District.
2. Administer, as provided herein, current and future PILOT funds disbursed from HAP.
3. Conduct a social service siting policy study.
4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School.
7. Perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

The parties shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is

of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

V. TERM

The term of this Agreement shall be effective as of _____ and shall terminate ten (10) years from the effective date.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Chair Gladys McCoy

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

Laurence Kressel, County Counsel

SCHOOL DISTRICT NO. 1

Dr. Donald McElroy
Executive Deputy Superintendent

George Collins
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

Don Jeffery, PPS Staff Attorney

Harvey Barragar, Board Counsel

ELEMENTS OF PILOT IGA

According to agreements reached last spring, PILOT funding is to be used for the following projects. Only some of these projects are specifically mentioned in the written agreement.

Strategies for Fair Housing	
(Social Service Siting Study)	\$ 100,000
County Staff (Homeless Planning)	25,000
Homeless Youth Services	100,000
Kennedy School	150,000
CHAS Projects	395,000
Street Vacation	20,000
School District	<u>450,000</u>
TOTAL	\$1,240,000

1. CITY

Kennedy School -- the City receives funding for emergency maintenance and repairs on the building and a feasibility study. The building is in extremely poor condition.

Street Vacation -- funding is available for vacation of N. Commercial in connection with the proposed development at Jefferson High School.

Strategies for Fair Housing (Social Service Siting Study) -- funding for task force to analyze obstacles and opportunities to siting housing and facilities serving homeless and special needs populations.

2. COUNTY

Planning staff -- funding is available for homeless planning staff in the County. (Housing and Community Services)

Homeless Youth Services -- half of the funding is for expanded hours at Outside In during the day. The other half currently is in the planning process. It will be used for expanded bedspaces and shelter hours during the winter.

3. SCHOOL

The funding received by the School District is for development ~~at~~ *such as* Jefferson High School.

4. CITY/COUNTY

CHAS Projects -- for housing and supportive services for very low income, homeless and people with special needs. Priority projects recommended by HCDC and approved by City & County.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of an Intergovern-)	
mental Agreement with the Portland	)	R E S O L U T I O N
School District and the City of	)	93-119
Portland Designating PILOT Fund)	
Use and Transferring Title to)	
Kennedy School)	

WHEREAS Multnomah County is presently entitled to receive a portion of payments in lieu of taxes (PILOT) made by the Housing Authority of Portland; and

WHEREAS the Portland School District has agreed to forego its right to receive PILOT funds for up to ten years; and

WHEREAS the City of Portland is expected to agree to forego its right to receive its share of PILOT funds; and

WHEREAS the Housing and Community Development Commission (HCDC) is a county-wide cooperative organization, with representation from the County, City of Portland and City of Gresham, concentrating on the development of low income housing and implementing the goals of the County-wide Housing Affordability Strategy (CHAS); and

WHEREAS the HCDC would receive over one million dollars toward implementation of CHAS during the course of the PILOT agreement; and

WHEREAS the PILOT agreement would provide for the development of the Kennedy School site; and

WHEREAS the PILOT agreement would provide for the development of the building and campus at Jefferson High School; and

WHEREAS the PILOT agreement would provide funding to develop a social service siting policy to assist the County in equitably siting social services throughout the County; and

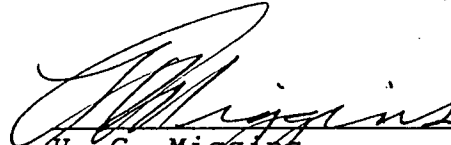
WHEREAS the PILOT agreement provides for a unique opportunity to cooperate with other jurisdictions to stabilize and assist in the development of housing, social services and related projects; now therefore

IT IS HEREBY RESOLVED that the Multnomah County Board of Commissioners intend to enter into an Intergovernmental Agreement with the Portland School District and the City of Portland providing for (a) the City of Portland and Multnomah County to forego their rights to PILOT funds for not more than ten years; (b) the Portland School District to forego its right to receive PILOT funds for a period of not more than ten years; (c) the payment to the Portland School District of \$650,000 in installments; (d) a transfer of Kennedy School to the City of Portland. The form of the proposed Agreement is attached as Exhibit A.

DATED this 22nd day of April, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL

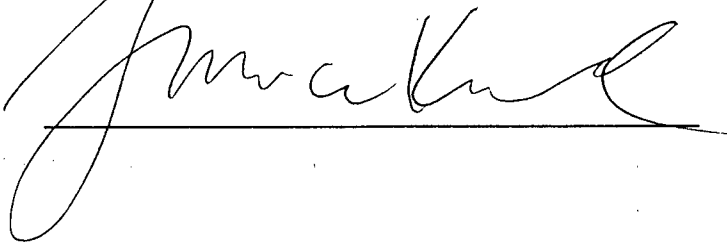


EXHIBIT A
INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE CITY OF PORTLAND, MULTNOMAH COUNTY AND PORTLAND SCHOOL
DISTRICT NO. 1

I. RECITALS

- A. The City of Portland (City), Multnomah County (County), and Portland School District No. 1 (District) share a common interest in improving the educational environment for children within Multnomah County and the City of Portland. This interest has resulted in joint funding of collaborative projects, including more than \$1 million budgeted by the City of Portland for FY 1992-93 to fund projects benefitting students of the District.
- B. The Housing Authority of Portland (HAP), as permitted in Federal and State statutes, has entered into a Cooperative Agreement with the City which enables HAP to make payments in lieu of taxes (PILOT) to local taxing jurisdictions.
- C. The primary recipients of PILOT funds from HAP are the City, the County and the District. The City, the County and the District have received approximately 90% of the PILOT payments from HAP.
- D. A constitutional limit on property taxes imposed as a result of Ballot Measure 5 will decrease the share of PILOT receipts for the District and increase the amounts to be received by the City and County.
- E. HAP allocates funds to make PILOT disbursements from a portion of the rents collected from the tenants of specific HAP-owned properties. These rents are directly subsidized by the Department of Housing and Urban Development (HUD).
- F. Recent directives from HUD encourages HAP to decrease the number of directly-subsidized properties owned by HAP. Such a decrease in HAP-owned properties will result in a reduction of PILOT receipts by the City, the County and the District.
- G. Pending a decision by the City, the County and the District regarding the distribution of PILOT funds, HAP has accumulated a balance of \$1,170,000 in PILOT funds which are available to be disbursed.
- H. A fixed-term agreement has been reached by the City, the County and the District concerning distribution of PILOT funds in a manner that each expects to benefit students of the District by improving educational facilities, affordable housing, and community services within the City and the County.

- I. The agreement between the City, the County and the District involves, in part, the transfer of Kennedy School from the District to the City.
- J. The Concordia Neighborhood Association has expressed strong interest in participating in an achievable development plan for the Kennedy School site.

II. MUTUAL AGREEMENTS

In consideration and recognition of their common interests, the projected reductions in PILOT funds, the changes in the PILOT distribution formula resulting from Ballot Measure 5, the funds projected in the FY 1992-93 budgets of the City and the County to benefit students of the District and the intent of the City and the County to continue such funding into the future, the undersigned mutually agree as follows:

A. Right to Future PILOT Receipts

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- a. A maximum of \$100,000 to the City to conduct a social services siting policy study.
- b. A maximum of \$20,000 to the City to reimburse the City for costs associated with vacating a portion of North Commercial Street and relocating fire suppression lines in conjunction with development at Jefferson High School.
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- e. Funds remaining after providing for items II.B.2. a-d above will be disbursed for housing and housing-related activities in a manner to be determined by the HCDC and approved by the City and County.

C. Disposition of Historic Artworks and Architectural Components

All works of art and substantial architectural components removed from the Kennedy School building by the District for safekeeping (including the Lucca Della Robbia castings) will be made available to the City for use in any redevelopment of the historic Kennedy School building.

- D. To the extent permissible under applicable law, the redevelopment of the Kennedy School property shall be managed in furtherance of City and County policies and goals for female and minority business enterprise contracting, sub-contracting and employment, including, as applicable, the City's First Source Hiring policy.

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In consideration of their mutual promises as provided herein, each of the undersigned agrees as follows:

A. Portland Public School District No. 1 agrees to:

- 1. Deed Kennedy School to the City.

B. Multnomah County agrees to:

- 1. Fulfill its obligation to appoint members to, and participate with, the HCDC.

2. Participate with the City, the Concordia Neighborhood Association, and other interested parties in development plans for the Kennedy School site.

C. City of Portland agrees to:

1. Accept the deed for Kennedy School from the District.
2. Administer, as provided herein, current and future PILOT funds disbursed from HAP.
3. Conduct a social service siting policy study.
4. Support, to the limits of its authority, the vacation of a portion of North Commercial Street.
5. Fulfill its obligation to appoint members to, and participate with, the HCDC.
6. Work with the Concordia Neighborhood Association and other interested parties to prepare a development plan for Kennedy School.
7. Perform on-going maintenance of the building and grounds.

IV. GENERAL PROVISIONS

A. Assignment

No party shall assign this Agreement, in whole or in part, or any right or obligation hereunder.

B. Severability

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

C. Integration

This Agreement contains the entire agreement among the parties and supersedes all prior written or oral discussions or agreements.

D. Non-Waiver

The parties shall not be deemed to have waived any breach of this Agreement by the other party except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is

of the same nature as that waived.

E. Remedies

If any party to this Agreement shall fail or refuse to carry out any provision of this Agreement, the other parties shall be entitled to such remedy or remedies for breach of contract as may be available under applicable law including, without limitation, the remedy of specific performance.

F. Changes

The parties may, from time to time, request changes in the scope of the services or terms and conditions hereunder. Such changes, shall be incorporated in written amendments to this Agreement.

V. TERM

The term of this Agreement shall be effective as of May 10, 1993 and shall terminate ten (10) years from the effective date.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury

Acting Chair Hank Miggins

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers, City Attorney

Laurence Kressel, County Counsel

SCHOOL DISTRICT NO. 1

Dr. Donald McElroy
Executive Deputy Superintendent

George Collins
Deputy Clerk

APPROVED AS TO FORM:

REVIEWED:

Don Jeffery, PPS Staff Attorney

Harvey Barragar, Board Counsel

#1

PLEASE PRINT LEGIBLY!

MEETING DATE

4/22/93

NAME

CAROLINE MILLER

ADDRESS

2616 SE PINE ST

STREET

PTD

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-27

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

4/22/93

NAME

Richard Boyne

ADDRESS

1139 NE Imperial

STREET

Portland

CITY

97232

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

✓ R-27

SUPPORT

✓

OPPOSE

SUBMIT TO BOARD CLERK

#3

4-22-93

MEETING DATE 7/7
Pauline Gustafson

3306 NE Oregon

REET
Portland

97232

ZIP CODE

R-27

~~_____~~

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 4-22-93

NAME GORDON JOHNSTON

ADDRESS 2101- N. PORTLAND BLVD

STREET
PORTLAND

CITY 97217

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R27

SUPPORT ✓ OPPOSE

SUBMIT TO BOARD CLERK

#5

PLEASE PRINT LEGIBLY!

MEETING DATE 4-22-93

NAME R. M. Robin Huntington, Ph.D.

ADDRESS 4131 NE Laddington Court

STREET

Portland OR 97232

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-27

SUPPORT ✓ OPPOSE
SUBMIT TO BOARD CLERK

Meeting Date: APR 15 1993 APR 22 1993

Agenda No.: R-12 R-27

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Board of Equalization
AGENDA REVIEW/
BOARD BRIEFING 4/13/93 REGULAR MEETING 4/15/93
(date) (date)
DEPARTMENT Non-Departmental DIVISION District 3
CONTACT Carol Kelsey TELEPHONE 248-5217
PERSON(S) MAKING PRESENTATION Commissioner Tanya Collier

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 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):

This resolution outlines how the Board of Equalization can be improved in terms of accountability, responsibility, and evaluation of its members. Becoming more user friendly and working with tax payers to understand the assessment system.

(If space is inadequate, please use other side) 4/27/93 COPIES TO RICHARD
THUNN, JANICE DEJUAN,
SHERRILL RUDOLPH, TANYA
COLLIER, CAROL KELSEY &
HERNIGGINS & LARRY KRESSEL
BCC members

SIGNATURES:
ELECTED OFFICIAL Tanya Collier
Or
DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR -7 PM 2:56

DRAFT

Page 1 of

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Inviting Public Comment
On and Board Consideration of the
Functions and Procedures of the
Multnomah County Boards of Equalization

RESOLUTION

WHEREAS, state law requires creation of local Boards of Equalization to hear and decide appeals by citizens of local property tax assessemnts; and

WHEREAS, passage of the property tax limit (Measure 5) has focused increased public attention on the processes by which property tax assessments are appealed and determined; and

WHEREAS, in Multnomah County, the appeals workload has resulted in creation of three panels of the Board of Equalization; and

WHEREAS, the panels of the Board of Equalization come into contact with thousands of county citizens each year; for many people, this contact is their most significant personal experience with county government; and

WHEREAS, given the importance of the Board of Equalization as a decider of property tax appeals and as a representative of county government, it is necessary and desirable that the functions and processes of the Board be examined and improved where possible, and

WHEREAS, the Board of Commissioners is advised that authority over the Board of Equalization is divided by law between the state Department of Revenue, which exercizes training and general supervision responsibility, and the County Commission, which appoints and removes members, provides staff support and pays expenses for operation;

NOW, THEREFORE, BE IT RESOLOVED THAT THE COUNTY WILL:

1. Do preliminary work with neighbors in areas that are to be physically reassessed;
2. Develop qualifications for members of the Board of Equalization

03/31/93:1

DRAFT

Page 2 of

and a Process for appointments;

3. Develop a handbook for Board of Equalization members that clearly delineates their responsibilities, obligations, accountability and relationship to county operations, including, but not limited to, the board of County Commissioners and Assessment and Taxation;

4. Provide training in Chairing and running public meetings of the Board of Equalization and conflict resolution;

5. Develop job descriptions for all appointees to the Board of Equalization;

6. Implement an evaluation procedure for Chairs and members of the Board of Equalization;

7. Clearly state the Board of Equalization compensation process and compensation package; and

8. Revise written materials that are sent to appellants to ensure they are as helpful and as user friendly as possible

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Department of Revenue to invite its comment and suggestions.

ADOPTED this _____ day of _____, 1993.

By _____
Gladys McCoy
Multnomah County, Oregon

REVIEWED:

Laurence Kressel, County Counsel

03/31/93:1

of Multnomah County, Oregon

03/31/93:1



MEMORANDUM

TO: Chair Gladys McCoy
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: March 23, 1993

SUBJECT: Board of Equalization

This memo is for the purpose of discussing the Board of Equalization and some recommendations that I am preparing to make. I would very much like to have your participation and support as I work towards a solution to what I see as an escalating problem.

History

The Board of Equalization (B of E) was created by the legislature to be the local appeals body for property tax assessments. Up until 1985 a County Commissioner routinely served on the B of E. Until 1984 there was only one panel who heard appeals. In 1985 it increased to two panels and in 1989 it increased again to the present three panels. The B of E normally adjusted about one half of the cases that it heard. Their job was to be taxpayer friendly, hear the appeal and render a decision.

The B of E process worked differently prior to Measure 5 than it does now. Before Measure 5, homeowners were sent their tax assessments in May and the B of E met from June through August to hear the appeals from the May assessments. The decision on the appeals were made between June and August, before the homeowner received the property tax bill in November.

Post Measure 5, homeowners receive their property tax assessment and property tax bill in the same envelope (in November). They then have the opportunity to appeal their property tax assessment to the B of E only after the property tax bill is due.

The 1987 Legislature required Counties to come into compliance with local property tax assessments. Multnomah County, like many of the other Counties in Oregon, had many properties on the tax rolls that were not up to Market Value. The irony then became that local tax assessors were bringing property tax rolls into compliance at the same time Measure 5 was coming into effect. Consequently, the property owners were seeing assessments increase 50% when they thought Measure 5 was supposed to reduce property taxes. This phenomenon has made the job of the B of E even more difficult and delicate.

Since the passage of Ballot Measure #5 and many significantly increased property tax assessments, the B of E work load has taken on a higher profile. Appellants are often frustrated at being limited to 5 minutes for their presentation and, worthy of note, the appellants have become testier since the 1987 change in the law coupled with Measure 5.

Assessment and Taxation, as they should, encourage complainants to appeal their issue to the B of E. If denied by the B of E the citizen may then appeal to the Department of Revenue. Any further appeals are heard in tax court.

Citizen complaints

The problems that have emerged regarding the B of E were brought to my attention by a significant number of citizens in the Laurelhurst neighborhood. When their structure, and in particular their land values increased significantly, a number of neighbors appealed to the B of E. Two hundred (200) Laurelhurst homeowners out of one thousand nine hundred fifty-three (1953) homeowners appealed their property tax assessment.

The manner in which the hearings were conducted gave rise to the numerous complaints to the Board of County Commissioners. A petition to remove the chair of the B of E Board 1, was sent to us as well as a request for some specific rehearings.

The Meetings

I have attended two neighborhood meetings on this subject. During the first meeting I was able to specifically identify the neighbor's complaints. Their complaints were exacerbated by the fact that the B of E was perceived to be "arrogant and rude". Specifically, the appellants felt they did not get their allotted time, they were interrupted, as well as lectured and spoken to in a condescending manner. When they complained to the B of E Chair they were not responded to, so they brought their complaints to the Board of County Commissioners.

The manner in which the neighbors were treated at the hearings gave rise to a number of other issues:

1. To whom was the B of E accountable?
2. What are the responsibilities of the Board of County Commissioners as it relates to the B of E?
3. How are B of E members recruited and appointed?
4. What are their qualifications?
5. How are they evaluated?
6. How are they compensated?

The second meeting I attended was for the purpose of updating the neighborhood on my research and to let them know how I was going to proceed with solving the B of E problem. Janice Druian and two appraisers also attended this meeting to talk about the formula for assessing land values. Frankly, this meeting did not go very well, probably because the B of E had refused the rehearings thereby adding to the perception of arrogance.

Legal Council

In response to the request for the removal of the Chair of Board 1 and the request for some specific rehearings; the Chair of the Board of County Commissioners intervened and asked that there be rehearings set when appropriate. The response from the B of E, through the Board 1 Chair was a refusal to grant rehearings. It became apparent that the issues of oversight and accountability were not clear.

I then asked legal council a number of questions:

- Can the Board of County Commissioners delegate its authority, responsibility and accountability to citizens?
- Is the responsibility of the Board of County Commissioners Chairperson different from the role of the Board of County Commissioners in relation to the B of E?
- Who supervises and/or guides the B of E, and under what authority?
- Do any or all of the members of the B of E serve at the pleasure of anyone once they are appointed? If so, to whom?
- What is the removal process?
- What County codification does or does not exist relating to the B of E?

I have attached a copy of County Council's response. It says that the B of E members are appointed by the Board of County Commissioners but that general supervision and training authority is vested in the State Department of Revenue. While we can appoint them, it appears it is very complicated to remove them.

However, I feel strongly that the local appeals process for tax assessments must be the very best we can make it. For thousands of citizens the B of E is the face of Multnomah County. Therefore, I am making a number of recommendations. We will need to go through two processes to make all of the necessary revisions. First, a resolution and, finally, an ordinance.

Process Information and Recommendations:

Create a resolution that encompasses the following:

1. Preliminary work with neighbors in the areas that are to be physically reassessed (they often have the largest increases).
2. Develop B of E qualifications as well as an appointment process for the B of E.
3. Develop a handbook for B of E members that clearly delineates their responsibilities, obligations, accountability and relationship to County operations, including but not limited to, the Board of County Commissioners and Assessment & Taxation.
4. Provide training in Chairing and running public meetings and conflict resolution.
5. Develop job descriptions for all B of E appointees.
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7. Clearly state the B of E compensation process and compensation package.
8. Revise written materials that are sent to appellants to ensure they are as helpful and user friendly as possible.

It is clear that there are significant issues relating to the direct role of the County regarding supervision of the B of E. The Oregon Revised Statutes give much of the jurisdiction regarding the B of E activities to the Department of Revenue. After the public hearing and the passage of the Resolution outlining the issues to be addressed, we will need to create an ordinance to deal with the specifics outlined in the Resolution.

The Final Step

The final step will be to invite all interested parties to participate through the public hearing process for the Resolution; and to use their input in the development of specifics in the ordinance.

I will circulate the draft Resolution by April 5, 1993, and would appreciate your written comments, additions or deletions by April 15, 1993.




MULTNOMAH COUNTY OREGON

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BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

TO: Board of County Commissioners
Gladys McCoy, Chair
Tanya Collier
Gary Hansen
Sharron Kelley
Dan Saltzman

FROM: Laurence Kressel (106/1530) 

DATE: March 10, 1993

RE: Questions Pertaining to Board of
Equalization

COUNTY COUNSEL
LAURENCE KRESSSEL

CHIEF ASSISTANT
JOHN L. DU BAY

ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

As you know, this office has been asked to answer several questions pertaining to the relationship between the county governing body and the county Board(s) of Equalization. The questions and answers follow.

QUESTION

What authority does the Board of County Commissioners have over the Board of Equalization?

ANSWER

A county's authority over a Board of Equalization is limited by state law. The authority extends to appointing (and removing) members of the Board of Equalization.

Members of the Board of Equalization are appointed by the Board of County Commissioners. ORS 309.010 (2). The statutes prescribe the eligibility criteria. The three-member board, which is drawn from appointees to a larger entity, the Board of Ratio Review, consists of (1) a member of the county governing body and (2) two nonoffice-holding residents of the county who are not employees of the county or of any taxing district in the county. ORS 309.010

(1). If a county so chooses, it may substitute a third non-office holding resident for the county commissioner. ORS 309.020(5). That appointee serves as Chair of the Board of Equalization. ORS 309.020(3).

The Chair of the Board of Equalization may request that the county governing body appoint two additional panels if the number of petitions filed by taxpayers will make it difficult to meet the statutory deadlines. ORS 309.021.

Appointees serve a specific term, beginning the January 1 following appointment and ending on June 30 or when a successor is appointed. ORS 309.020(2). Appointees who are unable or unwilling to serve ("such indisposition continuing for more than seven consecutive days") may be replaced "in the manner of the original appointment." ORS 309.020(4). (This is discussed in more detail later in this opinion.)

The foregoing summarizes the extent of statutory authority of counties. The statutes also impose some obligations on counties. For example, the statutes require each county to budget for the reasonable expenses of the Board of Equalization, including a per diem allowance and allowances for travel to in-service training sessions provided by the Department of Revenue. ORS 309.022(2). The county clerk or a deputy must attend all sessions of the Board of Equalization. ORS 309.024. The journal of the county governing body must record the meetings, qualifications, sittings and adjournment of the Board of Equalization. ORS 309.072.

As stated, the statutes grant limited authority over Boards of Equalization to counties. General supervisory and training authority over Boards of Equalization is vested in the state Department of Revenue.

Under earlier versions of state law, the State Tax Commission supervised county Boards of Equalization, which were subject to its orders. See, Columbia River-Longview Bridge Co. v Wellington, 140 Or 413 (1932); State ex rel Galloway v Watson, 167 Or 403 (1941). The State Tax Commission became the Department of Revenue in 1969.

ORS 306.115(1) provides that the Department shall exercise general supervision and control over the system of property taxation throughout the state. The Department may do any act or give any order to any public officer or employee that the department deems necessary in the administration of the property tax laws so that all properties are taxed or are exempted from taxation according to federal and state law. ORS 306.220(1) directs every public

officer to comply with the lawful orders, rules and regulations of the Department. Failure to comply may result in a hearing before the Department. ORS 306.220(2). Upon further failure to comply, the Department may apply to the Oregon Tax Court for an order to compel compliance or to show cause why the officer should not be so compelled. ORS 306.220(3).

These statutes do not specifically mention Boards of Equalization. However, the overall statutory scheme, which calls for uniformity in carrying out the tax laws, plus earlier versions of the cited statutes, suggest such Boards are within DOR's general supervision. It is notable, for example, that ORS 306.120(1) directs DOR to issue regulations, bulletins, manuals, instructions and directions to county Boards of Equalization as to the best methods for securing uniformity in assessment. Also, ORS 306.152 requires the Department annually to conduct a training session in which members of Boards of Equalization are schooled in the functions of the boards.

QUESTION

Does the Multnomah County Chair have any special authority over the Board of Equalization?

ANSWER

No. As noted, the Board of Equalization is a creation of state statute. Although the Home Rule Charter contains provisions giving the Chair a particular role in appointing members of county advisory boards and commissions (Charter sec. 3.70), the Board of Equalization is not such an entity.

QUESTION

If the Board of County Commissioners has the authority to remove appointees to the Board of County Commissioners, what is the removal process?

ANSWER

The question correctly assumes the county governing body is authorized to remove members of the Board of Equalization. The county governing body's express power to replace appointees (ORS 309.020(4)), implies the power to determine that circumstances warrant replacement. Although the statutes dictate the grounds

for removal (inability or unwillingness to serve)¹ the statutes do not explicitly provide procedures to do so.

We believe it is reasonable to rely on the procedural framework applicable where DOR seeks to compel public officers to comply with tax-related duties. See ORS 306.220. That statute requires the agency to conduct a hearing on the facts prior to issuing an order. Id.

If the county commission wishes to take this approach, it would schedule a hearing for replacement of an appointee deemed unable or unwilling to serve. Notice of the pending hearing should be given to the affected member. After hearing the facts, the Board would adopt a resolution and order reciting the decision and the grounds for it.

The following additional question was presented in a neighborhood association's letter to Governor Barbara Roberts, copies of which were sent to the County Commission and forwarded to this office for response.

QUESTION

Assuming some or all of Multnomah County's three Boards of Equalization are not legally constituted, because not all the appointees are also members of the Board of Ratio Review, are the decisions rendered to date invalid (rehearing allegedly required)?

ANSWER

As noted, the statutes direct that appointees to the initial Board of Equalization must also be members of the Board of Ratio Review. ORS 309.020. The statutes are not as clear with regard to appointees to additional panels of the Board. There is room for debate over whether such appointees must also serve on the Board of Ratio Review. (The Department of Revenue has orally approved the makeup of the current Boards of Equalization in Multnomah County.)

Assuming for argument's sake that some panels do not meet the above-noted requirement, we conclude the defect would not invalidate any prior decisions or require rehearings. The courts

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Unfortunately, the statutes do not define "inability or unwillingness." Our research turned up an old ruling by DOR holding that "inability" means legal incapacity, such as death, insanity, or absence from the jurisdiction. It also refers to physical incapacities which would render the person unfit to serve. Department of Revenue OF 29-V, 30 June 1955. According to the ruling, "unwillingness" is defined as a lack of consent to serve for any reason whatsoever. Id.

would validate actions by the Boards on the theory the members were de facto officers.

An officer de jure is one legally and properly appointed and qualified. An officer de facto holds office and discharges duties under color of right (appointment) without being actually qualified in law so to act. Hamlin v Kassafer, 15 Or 456, 459 (1887). For reasons of public policy, the law recognizes the official acts of such officers as lawful to a certain extent. It will not allow them to be questioned collaterally, and they are valid as to the public, and as to persons who have an interest in the thing done. Id., at 460. In the Hamlin case, the court explained:

The reason of the rule is apparent. It would be as unjust as unreasonable to require every individual doing business with such officer to investigate and determine at his peril the title of such officer. 'Third persons, from the nature of the case, cannot always investigate the right of one assuming to hold an important office, even so far as to say that he has color of title to it by virtue of some appointment or election. If they see him publicly exercising its authority, if they ascertain that this is generally acquiesced in, they are entitled to treat him as such officer, and if they employ him as such, should not be subjected to the danger of having his acts collaterally called into question.'

In State v Holman, 73 Or 18, 26-27 (1914), the court stated:

When, therefore, Judge Cleeton heard and determined causes in such [de facto] court, he was acting as a de facto judge thereof, and all orders, judgments and decrees made, given and rendered by him therein are conclusive, valid and binding upon all parties, unless his authority in such matters was duly challenged before any determination was reached therein (citations omitted). A party cannot be permitted to wait until an adverse judgment or decree is rendered against him and then claim that the judge before whom his cause was tried was powerless to determine the issues involved. It is to be expected that when the authority of a judge is thus challenged the objection will be overruled and jurisdiction asserted and maintained. A foundation will thus be laid, however, whereby the action of the court in such particular can be reviewed on appeal. Without such objection the power to hear and determine all causes tried in a de facto court by a de facto judge must, for

Board of County Commissioners
March 10, 1993
Page 6

the sake of peace, the promotion of the interests of parties litigant, and of the welfare of society be conceded to be valid.

See also Smith v Jefferson, 75 Or 179, 186-187 (1915) (acts of de facto recorder were valid and binding). And see 21 Ops Atty Gen 340, 341 (1943) (State law required that the secretary to the Board of Engineering Examiners possess the same qualifications as members of the Board. When the Board failed to find a qualified engineer willing to accept the position, it appointed the widow of the former secretary. She "became an officer de facto, and her actions as such de facto officer, within the scope of the authority conferred upon the secretary by the statutes, will be valid and binding upon the public.")

The doctrine referred to above was cited recently by the Attorney General. See Op Atty Gen 8197 (January 31, 1989). According to the opinion, when legislative members of the Commission for Child Care performed executive functions, they violated the constitution, but pursuant to the de facto officer doctrine, parties that received grants from the commission could keep them.

We conclude that the acts of the current Boards of Equalization are valid until the right of appointees to hold office is contested and ruled upon by a court of law.

cc Janice Druian, A&T

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Laurelhurst residents and other interested parties

FROM: Commissioner Tanya Collier *Tanya Collier*

SUBJECT: Board of Equalization Resolution and Ordinance

DATE: March 24, 1993

Enclosed please find a memorandum to my colleagues on the County Commission. This memo outlines:

- The history of the Board of Equalization
- The issues that have surfaced
- The questions that need to be answered
- What I propose to do to improve the Board of Equalization
- How I plan to accomplish this task

I have also attached an opinion from our County Counsel which states that general oversight and supervision of the Board of Equalization rests with Department of Revenue by statute. I will work very closely with the Department of Revenue to make these improvements. Unfortunately, it adds a layer that no one seemed to know about.

I would appreciate your suggestions, corrections, additions/deletions by April 5, 1993. Please call me or Carol Kelsey at 248-5217 with questions or comments.

Thanks for your continued hard work.

TANYA COLLIER
Multnomah County Commissioner
District 3



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

MEMORANDUM

TO: Chair Gladys McCoy
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: March 23, 1993

SUBJECT: Board of Equalization

This memo is for the purpose of discussing the Board of Equalization and some recommendations that I am preparing to make. I would very much like to have your participation and support as I work towards a solution to what I see as an escalating problem.

History

The Board of Equalization (B of E) was created by the legislature to be the local appeals body for property tax assessments. Up until 1985 a County Commissioner routinely served on the B of E. Until 1984 there was only one panel who heard appeals. In 1985 it increased to two panels and in 1989 it increased again to the present three panels. The B of E normally adjusted about one half of the cases that it heard. Their job was to be taxpayer friendly, hear the appeal and render a decision.

The B of E process worked differently prior to Measure 5 than it does now. Before Measure 5, homeowners were sent their tax assessments in May and the B of E met from June through August to hear the appeals from the May assessments. The decision on the appeals were made between June and August, before the homeowner received the property tax bill in November.

Post Measure 5, homeowners receive their property tax assessment and property tax bill in the same envelope (in November). They then have the opportunity to appeal their property tax assessment to the B of E only after the property tax bill is due.

The 1987 Legislature required Counties to come into compliance with local property tax assessments. Multnomah County, like many of the other Counties in Oregon, had many properties on the tax rolls that were not up to Market Value. The irony then became that local tax assessors were bringing property tax rolls into compliance at the same time Measure 5 was coming into effect. Consequently, the property owners were seeing assessments increase 50% when they thought Measure 5 was supposed to reduce property taxes. This phenomenon has made the job of the B of E even more difficult and delicate.

Since the passage of Ballot Measure #5 and many significantly increased property tax assessments, the B of E work load has taken on a higher profile. Appellants are often frustrated at being limited to 5 minutes for their presentation and, worthy of note, the appellants have become testier since the 1987 change in the law coupled with Measure 5.

Assessment and Taxation, as they should, encourage complainants to appeal their issue to the B of E. If denied by the B of E the citizen may then appeal to the Department of Revenue. Any further appeals are heard in tax court.

Citizen complaints

The problems that have emerged regarding the B of E were brought to my attention by a significant number of citizens in the Laurelhurst neighborhood. When their structure, and in particular their land values increased significantly, a number of neighbors appealed to the B of E. Two hundred (200) Laurelhurst homeowners out of one thousand nine hundred fifty-three (1953) homeowners appealed their property tax assessment.

The manner in which the hearings were conducted gave rise to the numerous complaints to the Board of County Commissioners. A petition to remove the chair of the B of E Board 1, was sent to us as well as a request for some specific rehearings.

The Meetings

I have attended two neighborhood meetings on this subject. During the first meeting I was able to specifically identify the neighbor's complaints. Their complaints were exacerbated by the fact that the B of E was perceived to be "arrogant and rude". Specifically, the appellants felt they did not get their allotted time, they were interrupted, as well as lectured and spoken to in a condescending manner. When they complained to the B of E Chair they were not responded to, so they brought their complaints to the Board of County Commissioners.

The manner in which the neighbors were treated at the hearings gave rise to a number of other issues:

1. To whom was the B of E accountable?
2. What are the responsibilities of the Board of County Commissioners as it relates to the B of E?
3. How are B of E members recruited and appointed?
4. What are their qualifications?
5. How are they evaluated?
6. How are they compensated?

The second meeting I attended was for the purpose of updating the neighborhood ~~on my research~~ and to let them know how I was going to proceed with solving the B of E problem. Janice Druian and two appraisers also attended this meeting to talk about the formula for assessing land values. Frankly, this meeting did not go very well, probably because the B of E had refused the rehearings thereby adding to the perception of arrogance.

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Process Information and Recommendations:

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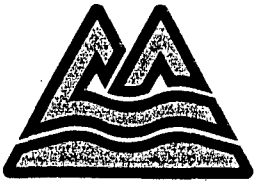
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The Final Step

The final step will be to invite all interested parties to participate through the public hearing process for the Resolution; and to use their input in the development of specifics in the ordinance.

I will circulate the draft Resolution by April 5, 1993, and would appreciate your written comments, additions or deletions by April 15, 1993.



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BOARD OF COUNTY COMMISSIONERS
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MEMORANDUM

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TO: Board of County Commissioners
Gladys McCoy, Chair
Tanya Collier
Gary Hansen
Sharron Kelley
Dan Saltzman

FROM: Laurence Kressel (106/1530) *LK*

DATE: March 10, 1993

RE: Questions Pertaining to Board of
Equalization

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QUESTION

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for removal (inability or unwillingness to serve)¹ the statutes do not explicitly provide procedures to do so.

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The reason of the rule is apparent. It would be as unjust as unreasonable to require every individual doing business with such officer to investigate and determine at his peril the title of such officer. 'Third persons, from the nature of the case, cannot always investigate the right of one assuming to hold an important office, even so far as to say that he has color of title to it by virtue of some appointment or election. If they see him publicly exercising its authority, if they ascertain that this is generally acquiesced in, they are entitled to treat him as such officer, and if they employ him as such, should not be subjected to the danger of having his acts collaterally called into question.'

In State v Holman, 73 Or 18, 26-27 (1914), the court stated:

When, therefore, Judge Cleeton heard and determined causes in such [de facto] court, he was acting as a de facto judge thereof, and all orders, judgments and decrees made, given and rendered by him therein are conclusive, valid and binding upon all parties, unless his authority in such matters was duly challenged before any determination was reached therein (citations omitted). A party cannot be permitted to wait until an adverse judgment or decree is rendered against him and then claim that the judge before whom his cause was tried was powerless to determine the issues involved. It is to be expected that when the authority of a judge is thus challenged the objection will be overruled and jurisdiction asserted and maintained. A foundation will thus be laid, however, whereby the action of the court in such particular can be reviewed on appeal. Without such objection the power to hear and determine all causes tried in a de facto court by a de facto judge must, for

Board of County Commissioners
March 10, 1993
Page 6

the sake of peace, the promotion of the interests of parties litigant, and of the welfare of society be conceded to be valid.

See also Smith v Jefferson, 75 Or 179, 186-187 (1915) (acts of de facto recorder were valid and binding). And see 21 Ops Atty Gen 340, 341 (1943) (State law required that the secretary to the Board of Engineering Examiners possess the same qualifications as members of the Board. When the Board failed to find a qualified engineer willing to accept the position, it appointed the widow of the former secretary. She "became an officer de facto, and her actions as such de facto officer, within the scope of the authority conferred upon the secretary by the statutes, will be valid and binding upon the public.")

The doctrine referred to above was cited recently by the Attorney General. See Op Atty Gen 8197 (January 31, 1989). According to the opinion, when legislative members of the Commission for Child Care performed executive functions, they violated the constitution, but pursuant to the de facto officer doctrine, parties that received grants from the commission could keep them.

We conclude that the acts of the current Boards of Equalization are valid until the right of appointees to hold office is contested and ruled upon by a court of law.

cc Janice Druian, A&T

GARY HANSEN
Multnomah County Commissioner
District 2



1120 S.W. Fifth Avenue, Suite 1500
Portland, Oregon 97204
(503) 248-5219

R-27

Possible Costs Associated with R-12 Recommendations

1. If this means mailing a notice to taxpayers, what would that cost be? Would there be an additional cost for phone coverage after the mailing went out?
2. Who would develop the qualifications and the appointment process for the BOE?
3. Who would develop the handbook, the chair's office? How much would it cost to print?
4. How much would it cost to provide training for running public meetings and conflict resolution?
5. Would the personnel director (Curtis Smith) provide job descriptions?
6. Who's going to develop the evaluation procedure/form and who will summarize the evaluation results?
7. Isn't the BOE compensation process clearly stated?
8. Who would revise written materials that are sent to appellants? Janice and/or Sheryl? Who's budget would printing and mailing costs be assigned?

Appeals went down from approximately 7000 in 1991 to 5400 in 1992. Isn't this the right direction?

April 20 1993

Attn. Tanya Collier:

I am unable to attend today's hearings, and will be out of town for Thursdays. Please submit my written testimony.

I do want to add my support for what you are attempting to do in our behalf. I hope the hearings are successful in bringing this matter to the public's attention and hopefully changing the many flaws in the system of property taxation we are forced to deal with in Multnomah County.

My own hearing before the Board of Equalization was much less traumatic than some of the horror stories of the first couple days.

I did, however, see flaws which I will attempt to describe. Of the three members of the Board hearing my appeal, only one seemed awake and used logic in determining the correct assessment.

One member never looked up, seldom spoke, and appeared to be shuffling papers that had nothing to do with the case at hand.

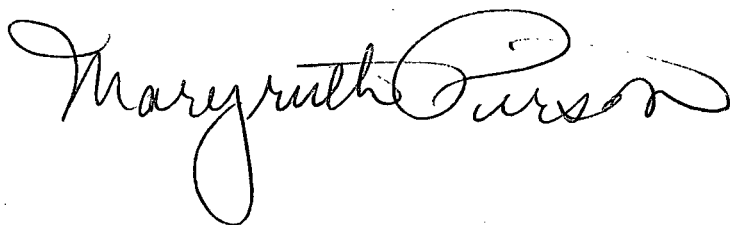
✱ Another member didn't look at the printed facts presented, she just glanced at the photograph of the home and said something like "looks like a nice house to me, I don't think the assessment should be lowered" and did not act as if she had been trained for this job at all, just used emotions and personal experience. Another of her statements was "that house has lots of room, It's like my sister-in-laws. Another observation I'd like to relate is that none of the Board members looked at the printed examples of comparable sold homes and were about to sustain the assessment value when I spoke up and reminded them that there was some evidence to look at before passing judgement.

Just this one experience proved to me they were not the professionals we have been lead to believe they were.

In conclusion, I recommend that the Board of Equalization needs major overhauling if the professional level needed, is to be achieved. I personally feel each persons hearing should be deliberated and finalized while they are in the room. The ONLY reason my case received consideration at all was that I attended the deliberation and spoke up in my own defence. No human can be expected to hear forty or more individual cases before lunch and remember each one after lunch. Consequently, the way it is presently organized, the five minutes each property owner is given is really only to allow them to vent their feelings because testimony won't be remembered by the board members when the time for decisions is at hand.

Thank you for your ardent support in this matter.

Maryruth Pierson
809 N.E. Imperial
Portland, OR 97232

A handwritten signature in cursive script, reading "Maryruth Pierson". The signature is fluid and elegant, with the first name "Maryruth" being more prominent than the last name "Pierson".

Testimony before the Multnomah County Board of County Commissioners,
April 22, 1993 -- revised

BCC ✓
4/22/93 R-27
SPEAKER #5

(Especially if we have to continue living under Measure 5!)
LET US IMPROVE THE BOARD OF EQUALIZATION, AND
MAKE SURE IT IS FAIR TO ALL BOARD OF EQUALIZATION APPELLANTS

Honorable Chairman and Commissioners:

It is a pleasure to be here to consider Board of Equalization (BOE) problems in the dignity and objectivity of this setting.

[I briefly reviewed the conflict between the Laurelhurst appellants and the BOE.] What I just sketched is probably water under the dam. At any rate, we meet here today to try to make constructive improvements on the basis of experience.

Commissioner Collier well discerned the difficulties which the Laurelhurst appellants encountered in their contacts with the BOE, and has written a sound resolution. I completely agree with, and support, the resolution under discussion.

Re the qualifications of BOE members: Like all the Laurelhurst testifiers, I want the BOE members to be highly qualified. This means they should have backgrounds that predispose them to be good at BOE work; should then be fully trained; and finally should be tested to verify their state of training. (It goes without saying they should be impartial.)

I agree also with the other Laurelhurst testifiers that potential BOE appellants should receive a more informative leaflet/booklet, and should be oriented (by the best means possible) to exactly how to prepare a winning appeal (if the facts of their case justify winning).

I offer the following additions to Commissioner Collier's important points:

1. In the hearing phase of the appeal, cases should be scheduled for every ten (not five) minutes.
2. The appellants should be told what the maximum length of a written appeal is (to save their, and the Board's, time).
3. The appellant, or the BOE clerk (?), should reproduce each appeal in three copies, so that each Board member will have a copy before him/her (three copies of photos may be impractical.)
4. In the decision-making phase of the appeal, the Board members (each of whom has a copy of the appeal) should thoroughly study, then carefully discuss, each appeal.

I sincerely thank each one of you for your kind and careful attention.

Sincerely,

Robin Huntington

R. M. Robin Huntington, Ph. D.
4131 N. E. Laddington Court
Portland, Oregon 97232
Tel. 235-5938

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR 26 AM 9:10

4/22/93
R-27

April 20, 1993

Dear Commissioner Collier,

I wish that I could personally testify at the hearing on the Board of Equalization Resolution, but unfortunately, I have a class and can not make it. I strongly urge support for all measures which would improve our local appeals process.

As the past director of a volunteer ski patrol and also as a volunteer neighborhood association officer, I am well-aware of the difficult job volunteer leaders have. For some strange reason, everyone expects you to be magically transformed into another Solomon and to instantly become an expert on your job. Therefore, I am really glad to see that you have proposed a number of actions to help out future members of the Board of Equalization. Written job descriptions and a handbook to clarify the responsibilities of Board of Equalization members are good ideas and should be fairly straightforward to implement.

However, I think that the goal of providing training in running public meetings and conflict resolution is an even better idea. I certainly was wishing that I had some background in these areas during January's neighborhood association meeting when a great number of my neighbors turned out to voice highly emotional opinions and frustrations with the appeal process. As the tv cameras rolled, and person after person came forward to tell how they had been grossly mistreated, I was struck by two thoughts: First, I was really glad that these people were not mad at me, but instead blamed everyone in government; And second, that someone surely had stirred them up and rubbed them the wrong way to make them so exceptionally angry. I think that what is truly sad is that many of the bad feelings could have been avoided by a few hours of classroom instruction. Facilitating a meeting well is not a trivial task - let's get some programs in place to help these Boards do their job better.

We were very fortunate in our neighborhood to have a number of people who volunteered many hours of their time to help neighbors with their appeals. We even held a special neighborhood association meeting in December to educate the 75+ attendees on how to do an appeal. The point is, the written materials that are sent to tax payers need to be improved. It would be extremely useful to have specific examples of good

and bad arguments for an appeal. It would be useful to know where more information could be obtained. Why is there no mention of the State of Oregon's Senior Citizen Deferral Program? I think that some people might take advantage of it, and am certain that not everyone knows about it. I had numerous phone calls from people in neighborhoods other than Laurelhurst requesting tax appeal information. While we were happy to share our information with these people, this really should be in the County's purview, not a neighborhood association's.

One other action that would really help would be to mail the tax bills earlier. This would give everyone more time to think over their tax assessments. The present situation is conducive to the thought that the assessments are being rammed down our throats and that "someone" wants to limit the number of appeals by giving people as little time as possible. If the assessments are known in July, why not mail them then?

Finally, let me make it clear that although I am the President of the Laurelhurst Neighborhood Association (LNA), the opinions expressed in this letter are my own personal views and do not represent the LNA or the LNA Board. My position has given me a unique perspective which I feel I must share with you. To this day, the images of my gentle neighbors seething in anger remain vivid in my memory. I am absolutely convinced that the local appeals process for tax assessments desperately needs to be improved, and wholehearted support your Resolution. If anyone has questions, I would be happy to discuss this matter in greater detail with them.

Sincerely,



Mark Parker
3615 NE Hassalo
Portland, OR 97232
238-4726

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Inviting Public Comment
On and Board Consideration of the
Functions and Procedures of the
Multnomah County Boards of Equalization

RESOLUTION

WHEREAS, state law requires creation of local Boards of Equalization to hear and decide appeals by citizens of local property tax assessments; and

WHEREAS, passage of the property tax limit (Measure 5) has focused increased public attention on the processes by which property tax assessments are appealed and determined; and

WHEREAS, in Multnomah County, the appeals workload has resulted in creation of three panels of the Board of Equalization; and

WHEREAS, the panels of the Board of Equalization come into contact with thousands of county citizens each year; for many people, this contact is their most significant personal experience with county government; and

WHEREAS, given the importance of the Board of Equalization as a decider of property tax appeals and as a representative of county government, it is necessary and desirable that the functions and processes of the Board be examined and improved where possible, and

WHEREAS, the Board of Commissioners is advised that authority over the Board of Equalization is divided by law between the state Department of Revenue, which exercises training and general supervision responsibility, and the County Commission, which appoints and removes members, provides staff support and pays expenses for operation;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNTY WILL:

1. Do preliminary work with neighbors in areas that are to be physically reassessed;
2. Develop qualifications for members of the Board of Equalization *

04/08/93:1

and a Process for appointments;

3. Develop a handbook for Board of Equalization members that clearly delineates their responsibilities, obligations, accountability and relationship to county operations, including, but not limited to, the board of County Commissioners and Assessment and Taxation;

4. Provide training in Chairing and running public meetings of the Board of Equalization and conflict resolution;

5. Develop job descriptions for all appointees to the Board of Equalization;

6. Implement an evaluation procedure for Chairs and members of the Board of Equalization;

* 7. Clearly state the Board of Equalization compensation process and compensation package; and

8. Revise written materials that are sent to appellants to ensure they are as helpful and as user friendly as possible

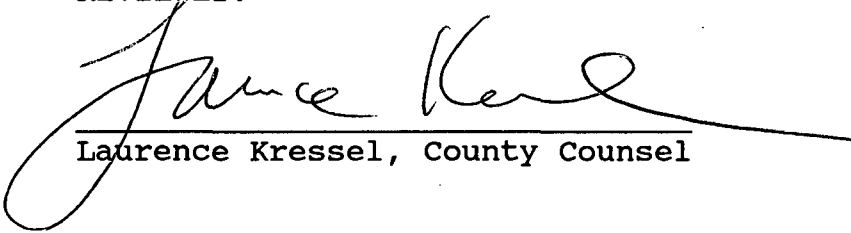
Q. +

BE IT FURTHER RESOLVED, that a copy of this resolution shall be sent to the Department of Revenue to invite its comment and suggestions.

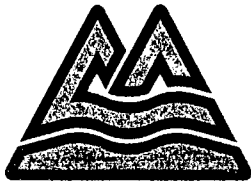
ADOPTED this _____ day of _____, 1993.

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

REVIEWED:


Laurence Kressel, County Counsel

04/08/93:1



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

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

April 27, 1993

Richard A. Munn, Director
Oregon Department of Revenue
457 Revenue Building
Salem, Oregon 97310

Re: Multnomah County Board of Equalization

Dear Mr. Munn:

The Multnomah County Board of Commissioners adopted the enclosed resolution in its April 22nd meeting and directed that a copy be sent to you for the Department's review and comment.

Please submit any comments and/or suggestions to the Board of Commissioners in care of this office and I will see that copies are distributed. If you have any questions, do not hesitate to call. Thank you for your courtesies and assistance in this matter.

Sincerely,

Deborah Bogstad
Multnomah County
Office of the Board Clerk
1120 SW Fifth, Suite 1510
Portland, Oregon 97204
(503) 248-3277

db
enclosure

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Inviting Public)	
Comment on and Board Consideration	)	R E S O L U T I O N
of the Functions and Procedures of	)	93-120
the Multnomah County Boards of)	
Equalization)	

WHEREAS, state law requires creation of local Boards of Equalization to hear and decide appeals by citizens of local property tax assessments; and

WHEREAS, passage of the property tax limit (Measure 5) has focused increased public attention on the processes by which property tax assessments are appealed and determined; and

WHEREAS, in Multnomah County, the appeals workload has resulted in creation of three panels of the Board of Equalization; and

WHEREAS, the panels of the Board of Equalization come into contact with thousands of county citizens each year; for many people, this contact is their most significant personal experience with county government; and

WHEREAS, given the importance of the Board of Equalization as a decider of property tax appeals and as a representative of county government, it is necessary and desirable that the functions and processes of the Board be examined and improved where possible; and

WHEREAS, the Board of Commissioners is advised that authority over the Board of Equalization is divided by law between the state Department of Revenue, which exercises training and general supervision responsibility, and the County Commission, which appoints and removes members, provides staff support and pays expenses for operation; now therefore

IT IS HEREBY RESOLVED that Multnomah County will:

1. Do preliminary work with neighbors in areas that are to be physically reassessed;
2. Develop qualifications for members of the Board of Equalization and the Board of Ratio Review and a process for appointments;

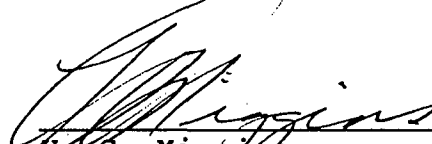
3. Develop a handbook for Board of Equalization members that clearly delineates their responsibilities, obligations, accountability and relationship to county operations, including, but not limited to, the Board of County Commissioners and Assessment and Taxation;
4. Provide training in chairing and running public meetings of the Board of Equalization and conflict resolution;
5. Develop job descriptions for all appointees to the Board of Equalization;
6. Implement an assessment procedure for chairs and members of the Board of Equalization;
7. Clearly state the method for reimbursing members of the Board of Equalization; and
8. Revise written materials that are sent to appellants to ensure they are as helpful and as user friendly as possible;
9. Examine the length of time available to citizens to present an appeal;

BE IT FURTHER RESOLVED that a copy of this Resolution shall be sent to the Department of Revenue to invite its comment and suggestions.

DATED this 22nd day of April, 1993.

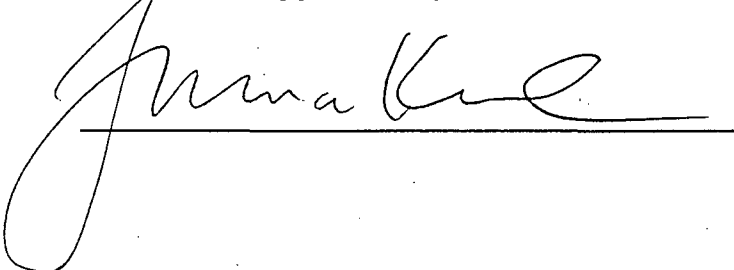


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


H. C. Miggins
Acting Chair

REVIEWED:

LAURENCE KRESSEL
MULTNOMAH COUNTY COUNSEL



DEPARTMENT OF
REVENUE

May 11, 1993

Deborah Bogstad
Multnomah County Office of the Board Clerk
1120 SW Fifth, Suite 1510
Portland, OR 97204

Dear Ms. Bogstad:

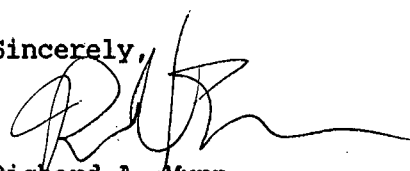
Multnomah County's resolution regarding board of equalization procedures and membership has been reviewed by Department of Revenue staff. The Board of Commissioners' efforts on behalf of improved public administration and taxpayer service are commendable.

Boards of equalization play a significant role in the assessment process. We agree the activities you propose in your resolution provide tools to improve the quality and efficiency of your boards' staff and procedures.

Your resolution does not specifically relate proposed activities to existing requirements for boards. However, I am sure you recognize the personnel and training standards you adopt locally do not preempt existing training and administrative requirements in statute, rules, and Department of Revenue manuals.

Please let me know if we can be of further assistance in implementing your resolution.

Sincerely,


Richard A. Munn
Director

RAM:cd/s050601-1

BOARD OF
COUNTY COMMISSIONERS
1993 MAY 14 AM 10:07
MULTNOMAH COUNTY
OREGON



955 Center Street N.E.
Salem, Oregon 97310

APR 22 1993

Meeting Date: APR 15 1993

R-28

Agenda No.: R-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Pittock Block Lease

AGENDA REVIEW/
BOARD BRIEFING 4/13/93 REGULAR MEETING 4/15/93
(date) (date)
DEPARTMENT Non-Departmental DIVISION District 3
CONTACT Carol Kelsey TELEPHONE 248-5217
PERSON(S) MAKING PRESENTATION Commissioner Tanya Collier

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☒ POLICY DIRECTION ☐ APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 30 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):

This Policy Direction is requested to address the specific necessity of 36,000 sq. ft. more space for Mental Health in the Pittock Building from its present 23,600 sq. ft. in the Gill Building, and the fact that Health is absorbing the 23,600 sq. ft. left in the Gill building vacated by Mental Health and also whether Walnut Park should be used as a remodeled resource.

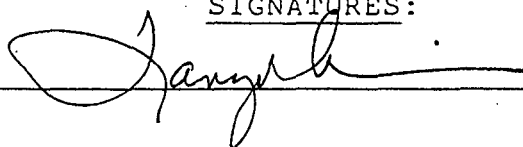
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SIGNATURES:

ELECTED OFFICIAL

Or

DEPARTMENT MANAGER



BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR -7 PM 2:56

(All accompanying documents must have required signatures)



4/20/93 Submittal
R-28

DAN SALTZMAN, Multnomah County Commissioner, District One

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

April 20, 1993

TO: BCC Members

FROM: Dan Saltzman

RE: Columbia Villa COP and Related Issues

If we accept for a moment that there is a solid, service-based rationale for the renovations that the Columbia Villa COP will enable, I think that there is a way to responsibly support its issuance:

While other issues such as the proposed Pittock Block Bldg. lease are separate from the Villa COP, I think Commissioner Collier makes an excellent point that we need to look at space issues from a broader, facilities management perspective. As such, my recommendations on the Columbia Villa COP and related space needs issues are as follows:

1) Proceed with Columbia Villa COP issue, incur net general fund annual expense of \$73,000 for construction and \$50,000 for operations and maintenance.

ONLY IF:

2) Mental Health can remain in Gill Building, and expand its space to 36,000 sq. ft.

3) Health Department plan for effective use of all vacant space in Walnut Park Building. This may include moving programs from Gill and Marlene buildings, and otherwise accommodating Mental Health's space needs.

4) Mental Health's lease service internal reimbursement to county can be no greater than terms under proposed 10 year Pittock Block lease. The negotiated Pittock Block lease locks in costs over 10 years (other than potential utility increases which would be passed through at cost). It stays below \$10/sf for the first 3 years and peaks at \$12.07/sf in the year 2003.

5) Already approved Gill Building remodel budget can be reviewed jointly by Health and Social Services Depts., and Chair's office, to ensure that optimum remodel for space needs, enhanced productivity and environmental conditions are accounted for.

OVERALL IMPACT

My rough estimates are that the above package would be about break-even in terms of net impact on the general fund. Savings from the Pittock Block lease may slightly exceed net costs of Columbia Villa project. While this does not include or address the Health Department expenses to staff a new clinic, I believe the Health Department can find a way to enhance service with existing county and volunteer resources.

Once again, I believe that it is incumbent on the Health Department to persuasively demonstrate the programmatic/service benefits to the Columbia Villa purchase and remodel. Assuming that is done, and taking into account refinancing savings from Gill and Mead buildings; lease cost savings from Columbia Villa, Marlene, and N. Portland Field Team; avoidance of 10 year Pittock Block lease cost; and optimum use of Walnut Park I believe we should proceed with the issuance of the Columbia Villa COP.

TANYA COLLIER
Multnomah County Commissioner
District 3



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

4/20/93
Submittal

Walnut Park Space Use

Number in Use by the County

- Clinic 18,500 sf.
- Aging Services Division 15,540 sf.
- SUBTOTAL 34,040 sf.

Number in Use by Tenants

- Conquest 4,725 sf. to 6-30-95 @ \$39,300/hr
- Check-Mart 650 sf. to 6-30-97* @ \$6,600/hr
- Mid-K 5,636 sf. to 4-30-96* @ \$36,000/hr
- SUBTOTAL 10,561 sf *5-yr. renewal options are in lease

Number Vacant - Useable

- Ground Floor, under clinic 4,570 sf. approx. \$25 - 30/ sf.
- Basement, North End 15,500 sf. approx. \$10 - 15/ sf.
- West Mezzanine, North End 4,000 sf. approx. \$30 - 35/ sf.
- SUBTOTAL 24,070

TOTAL Useable sf. in Bldg. 68,670 sf.

Planned Additional Uses

Dept. of Health: Clinic expansion, ground floor	4,579 sf. approx.
Via Contract: Univ. Optometric Program, basement	3,000 sf. approx.
D.S.S Share: Conf/Training room, basement	<u>700 sf. approx.</u>
TOTAL PLANNED	8,270 sf.

Remaining Useable Vacant Space 24,070 sf. - 8,270 sf. = 15,800

- Ground Floor 0 sf.
- Basement 11,800 sf. avail. in 4 months
- NW Mezz. 4,000 sf. avail. in 6 months
- AVAILABLE 15,800 sf.

Operating Cost \$4.00sf./yr.

4/20/93

Meeting Date: APR 08 1993
 Agenda No.: R-29

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Approving Issuance & Sale of Tax-Exempt COP's

BCC Informal 4/6/93 BCC Formal 4/8/93
 (date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

 INFORMATIONAL ONLY POLICY DIRECTION X APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutes

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

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

In the matter of authorizing and approving of the issuance and negotiated sale of Certificates of Participation, Series 1993C, as Additional Certificates in an amount not to exceed \$1,480,000; approving and authorizing a Supplement to the County Health Systems Facilities Master Lease-Purchase Agreement and a Final and Preliminary Official Statement; and Designating an Authorized Representative, Appointing Underwriter, Trustee, Bond Counsel and Financial Advisor.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

* NOTE: Will need 1/2 hour at the Agenda Review on 4/6/93.

BOARD OF
 COUNTY COMMISSIONERS
 1993 APR -1 AM 11:42
 MULTNOMAH COUNTY
 OREGON



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
P.O. BOX 14700
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: April 1, 1993

Subject: C.O.P. Issue for Facility Construction at Columbia Villa

This is a brief explanation of the attached resolutions.

The first Resolution authorizes the County to do the following:

- Issue exempt C.O.P. Series 1993C for construction of Columbia Villa facility. The total issue costs is not to exceed \$1,480,000.
- Authorize a supplement to the Master-Lease Purchase Agreement between the County and Bank of America, approved April 1, 1993.

The second Resolution, 1993C Reimbursement Resolution authorizes the County to pay itself back for any costs incurred on the Columbia Villa facility before the Certificates are issued.

At the informal agenda review we will provide you with information on lease costs for five years, 10 years, and 20 years. We will also have operation and maintenance costs and a list of available resource policy options. If you have any questions regarding the financing we will be glad to answer them. Program questions regarding Columbia Villa will be answered by Dwayne Prather and Billie Odegaard.

cc: Dwayne Prather
Billie Odegaard

EXHIBIT I

7/10/14 submitted
R-22/Dave Boyer

MULTNOMAH COUNTY, OREGON REFINANCING ANALYSIS APRIL 1, 1993

	REFINANCING ONLY					GILL BUILDING NEW MONEY			
	Current Lease Payments	Estimated Payments After Refinancing	Refinancing Savings	Interest Income	Net Cash	Gill Bldg First floor	Net Cash	Other Lease Avoidance	Net Cash
1993 - 1994	1,958,500	687,800	1,270,700	80,000	1,350,700	85,000	1,265,700	0	1,265,700
1994 - 1995	1,952,500	2,871,900	(919,400)	80,000	(839,400)	142,000	(981,400)	50,000	(931,400)
1995 - 1996	1,626,500	1,552,500	74,000	80,000	154,000	160,000	(6,000)	50,000	44,000
1996 - 1997	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
1997 - 1998	1,625,500	1,552,500	73,000	80,000	153,000	160,000	(7,000)	50,000	43,000
1998 - 1999	1,652,500	1,552,500	100,000	80,000	180,000	160,000	20,000	50,000	70,000
1999 - 2000	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2000 - 2001	1,647,500	1,552,500	95,000	80,000	175,000	160,000	15,000	50,000	65,000
2001 - 2002	1,644,500	1,552,500	92,000	80,000	172,000	160,000	12,000	50,000	62,000
2002 - 2003	1,645,500	1,552,500	93,000	80,000	173,000	160,000	13,000	50,000	63,000
2003 - 2004	1,644,500	1,552,500	92,000	80,000	172,000	160,000	12,000	50,000	62,000
2004 - 2005	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2005 - 2006	1,643,500	1,552,500	91,000	80,000	171,000	160,000	11,000	50,000	61,000
2006 - 2007	1,646,500	1,552,500	94,000	80,000	174,000	160,000	14,000	50,000	64,000
2007 - 2008	1,642,500	1,552,500	90,000	80,000	170,000	160,000	10,000	50,000	60,000
2008 - 2009	1,631,500	1,552,500	79,000	80,000	159,000	160,000	(1,000)	50,000	49,000
2009 - 2010	1,232,500	1,552,500	(320,000)	80,000	(240,000)	160,000	(400,000)	50,000	(350,000)
2010 - 2011	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2011 - 2012	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2012 - 2013	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
2013 - 2014	314,000	277,000	37,000	80,000	117,000	160,000	(43,000)	50,000	7,000
	<u>29,366,500</u>	<u>27,955,200</u>	<u>1,411,300</u>	<u>1,680,000</u>	<u>3,091,300</u>	<u>3,267,000</u>	<u>(175,700)</u>	<u>1,000,000</u>	<u>824,300</u>
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Column (1) Represents current lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings

Column (2) Represents estimated lease payments for Gill, Mead, SE Clinic, Mid-County Clinic and Walnut Park Buildings AFTER REFINANCE

Column (3) Represents estimated savings AFTER REFINANCE

Column (4) Represents estimated interest earnings on Reserve Funds

Column (5) Represents Refinancing Net Effect to General Fund

Column (6) Represents estimated lease payments for Gill Building First Floor Remodel

Column (7) Represents Refinancing AND Gill Building New Money Net Effect to General Fund

Column (8) Represents current leases the might be broken due to additional staff rearrangement

Column (9) Represents Net Effect to General Fund if current leases broken

EXHIBIT II

MULTNOMAH COUNTY, OREGON NORTH PORTLAND (COLUMBIA VILLA) HEALTH CLINIC FINANCING ANALYSIS – 20 YEAR OPTION APRIL 8, 1993

POLICY OPTION I						POLICY OPTION II	
NORTH PORTLAND (COLUMBIA VILLA) CLINIC						OTHER OPTIONS	
NEW MONEY – \$1,480,000 Issue Total							
	Columbia Villa	Columbia Villa Lease Avoidance	O & M	N Portland Field Lease Avoidance	Net Cash	Other Clinics Refinancing Savings	Net Cash
1993 – 1994	62,650	10,000	0	0	(52,650)	62,000	9,350
1994 – 1995	125,300	10,000	50,000	15,000	(150,300)	62,000	(88,300)
1995 – 1996	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1996 – 1997	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1997 – 1998	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1998 – 1999	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
1999 – 2000	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2000 – 2001	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2001 – 2002	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2002 – 2003	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2003 – 2004	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2004 – 2005	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2005 – 2006	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2006 – 2007	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2007 – 2008	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
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2009 – 2010	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2010 – 2011	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2011 – 2012	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2012 – 2013	125,300	10,000	50,000	30,000	(135,300)	62,000	(73,300)
2013 – 2014	62,650	10,000	50,000	30,000	(72,650)	62,000	(10,650)
	2,506,000	210,000	1,000,000	585,000	(2,711,000)	1,302,000	(1,409,000)
	(1)	(2)	(3)	(4)	(5)	(6)	(7)

Column (1) Represents estimated lease payments for North Portland Clinic

Column (2) Represents avoidance of current lease with HAP

Column (3) Represents estimated additional operations & maintenance costs

Column (4) Represents savings if N Portland Field office lease cancelled

Column (5) Represents net cash for Option I

Column (6) Represents average annual savings from Other Clinics Refinancing approved 4/1/93

Column (7) Represents net cash for Option II

TANYA COLLIER
Multnomah County Commissioner
District 3



1120 SW Fifth St., Suite 1500
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GENERAL FINANCE QUESTIONS

What is the present annual payment on the Gill building package COP's? \$1,644,500

What would the annual payment be if the refinance were for the Gill building package and purchase of Walnut Park only? \$1,552,000

How much General Fund savings are realized for the refinance? \$92,000
(the \$80,000 interest is on the required reserves over the life of the COPs + \$80,000 interest =
but available each year to the G.F.) \$172,000

What would the additional annual payment if we added the Gill building remodel? \$160,000

The Gill building remodel and the purchase of Walnut Park can be accomplished with the saving from the refinance of the Gill building package with about \$12,000 cushion left over.

What are the annual operations and maintenance costs for Walnut Park? Approx. \$ 270,000
(the O & M costs begin approx. 7-1-93)

How much is in the 93-94 budget for operations and maintenance at Walnut Park? \$256,000

COLUMBIA VILLA

What would the annual payment be if we added Columbia Villa? \$125,000

How much is the annual lease at Columbia Villa now? \$ 10,000 plus \$15,000 O&M

How much is in the 93-94 budget for Columbia Villa? \$ 10,000 plus \$15,000 O&M

How much would the approx. annual operations and maintenance for Columbia Villa be when it's occupied? \$ 65,000

When would the debt service payments for Columbia Villa begin? July 1, 1993

If Columbia Villa were refinanced at a later date, when the budget shortfall is addressed and the County knew exactly what budget cuts were coming from Salem; the annually cost would be:

	<u>Annual cost</u>	<u>Total cost</u>
5 years	\$342,000	\$1,710,000
10 years	\$192,000	\$1,920,000
15 years	\$145,000	\$2,175,000
20 years	\$125,000	\$2,500,000

PITTOCK BUILDING

This 36,000 sq. ft. is for Mental Health and costs an average of \$380,000 per year for 10 years.

The 23,600 sq. ft. Mental Health now occupies at the Gill building will be taken over by the Health Dept. that is a net gain of 36,000 sq. ft. of **ADDITIONAL** office space, with no increase in clients or resources and State and County budgets are being slashed.

Mental Health's space budget will increase from \$211,000 to \$380,000 that's \$169,000 taken from programs.

Why does Mental Health need half again more space when programs and staff are being cut, and state dollars are in real jeopardy?

Why does the Health Dept. need 23,600 additional sq. ft. in the Gill building, plus 8,000 sq. ft. in the Gill 1st floor remodel in addition to the existing 36,000 sq. ft. with no new programs and significant cuts in staff?

OPTIONS

1. Invest in buildings we own.
2. Remodel 16,000 sq. Ft. at Walnut Park.
3. Have Health and Mental Health determine who moves where.
4. Move people who work in the field to Walnut Park.

BOARDER SPACE ISSUE CONCERNS

- Walnut Park purchase, with all possible off sets, is an additional \$112,000 in 93-94 (this assumes all tenants stay).
- All refinance savings have been reinvested in Health Dept. space needs.
- Columbia Villa would be an annual average additional \$115,000 beginning in 93-94.
- Columbia Villa's O&M would be an additional \$50,000 annually beginning 94-95.
- The O&M costs for the additional 8,000 sq. ft. in the Gill building remodel is \$12,500 beginning in 94-95
- Pittock building is \$169,000 more than Mental Health is now paying.
- Health Dept. taking over the 23,600 sq. ft. left by Mental Health is \$216,000 more than they pay now.

This represents \$674,500 in NEW annual obligations that are coming out of existing program dollars. The fact that these some of these items are budgeted doesn't change the fact that in these times, with no new dollars, each dollar spent on space comes directly out of program service dollars.

\$112,000 - additional annual costs for Walnut Park beginning 93-94

\$115,000 - additional annual cost for Columbia Villa beginning 93-94

\$ 50,000- additional annual O & M cost for Columbia Villa beginning 94-95

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\$30,000 can be saved by moving 17 field nurses to Walnut Park.

MARLENE BUILDING

\$50, 000 can be saved by moving the HIV staff out of that building, but only if County can get out of lease that goes to 1997. And if County can get out of lease, what will it cost? There are 34 field workers at this site and moving to Walnut Park would work well for them as they now have 5500 sq. ft. and need parking as the workers are in and out all day and see few clients in the office.

RECOMMENDATIONS

SHORT TERM

- Delay Columbia Villa until a future date.
- Use Walnut Park vacant space (remodeled) combined with space in the Gill building for Health and Mental Health in lieu of 10 year lease on Pittock building.
- Move HIV and North Portland field nurses into Walnut Park.
- Divert space dollars back into programs wherever possible.

LONG TERM

- Develop an integrated facilities plan.
- Complete a cost accounting system that reflects space cost within each program.

**Approximately \$4 to \$5 per sq. ft. is the dollar amount used for operations and maintenance (O&M). Walnut Park 70,000 sq. ft. and Columbia Villa 15,000 sq. ft.

TANYA COLLIER
Multnomah County Commissioner
District 3



4/8/93 R-22
CO COLLIER
Submittal

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Columbia Villa Questions

1. Why can't Columbia Villa wait for the County Budget out come and the State allocation out come?
2. How is the County going to begin to cope with the projected cutbacks at the state level (See attached)?
3. Are not additional dollars allocated to space when programs are being cut the same as new programs?
4. Isn't it true that even if the additional dollars for additional space are in the 93-94 budget that since there is no new money these dollars had to come out of 92-93 programs?
5. Were the cuts made to include the additional \$216,000 for space at Gill?
6. The Health Department is short \$46,000 from what is in the budget to pay for its projected space needs at Walnut Park and Columbia Villa as it is operated now? What is going to be cut to pay for that?
7. What are you going to cut to pay for Columbia Villa ?
8. How many staff people will it take to staff Columbia Villa when it is up and running? From what Clinics will they be taken from (N.E. and S.E. are each losing a primary Health Care team)?
9. Is it true that Columbia Villa will cost \$126,300 more than is in the 93-94 budget?
10. Is it true that to get to the \$64,300 figure an assumption is made to divert all of the \$62,000 refinance savings to offset this project?
11. Is it true that if we do Columbia Villa in addition to the \$7.5 million shortfall we won't have \$62,000 to help offset it and we will have to identify \$64,3000 in additional cuts?

I understand that these are issues of need in North Portland, but I believe that a case of need can be made for every program and the Gate-Keeper stories were as poignant as any. Cases for need in buildings don't make sense when direct services are being cut. My guess is if you asked a resident of North Portland, Columbia Villa, S.E. or Mid-County Health Clinics if they had to choose between a building or having their child see a Medical Practitioner, their choice would come down on the side of direct services, not bricks and mortar.

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District 3



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- 5 -

What types of Direct Service Programs can \$674,500 Buy

• Youth Services Contracts	\$148,000
• Juvenile Justice Dependency Unit	\$305,000
• N.E. and S.E. Primary Health Care Team (8.8 FTE)	\$507,000
• School Based Clinic	\$180,000
• Sobbering Services	\$344,000
• Entire D.A.R.E. Program	\$205,000
• David Douglas Safety Action Team	\$271,000
• Brentwood Darlington Safety Action Team	\$88,000
• MDT Child Abuse Team (3 FTE)	\$200,000
• Restoration of Library Book Budget	\$160,000
• Restoration of drugs and Medical Supplier (for Health)	\$402,000
• DD Services for Teen Parents /Children and Child Abuse Victims	\$76,000

Y
-5-

APPENDIX A

SUMMARY OF STATE-SUPPLIED REVENUE SHORTFALLS

The State of Oregon is reviewing 20% cuts in spending to find revenue lost to Measure 5 for school support. Assuming the legislature and the voters cannot agree to a method of raising replacement revenue, a 20% reduction in direct State aid could amount to about \$11.1 million. Major areas where a 20% reduction may occur are:

	<u>20% reduct.</u>	<u>100% reduct.</u>
General Fund	\$0.83 million	\$4.15 M Lottery, liquor, cigarette revenues
Health	1.20 million	6.0 M Grants
Social(Mental Health)	5.06 million	25.3 M Grants
Aging	0.75 million	3.75 M Grant
Housing & Community Develop.	0.36 million	1.8 M Grants
Juvenile Services	0.45 million	2.25 M Grant & State program
Community Corrections	2.18 million	10.9 M State program
District Attorney	0.22 million	1.1 M Grants
9-1-1, Fair, Parks	0.05 million	0.25 M Miscellaneous
Subtotal:	11.10 million	65.5 M

Another \$2.40 million in Federal funds are in jeopardy if the State cuts by 20%.

Health	\$1.20 million	Medicaid
Mental Health	0.70 million	Mental Health Grant
Aging	0.50 million	Medicaid
Subtotal:	2.40 million	10.2M
Subtotal from above:	11.10 million	

TOTAL STATE SHORTFALL: \$ 13.5 million

4/8/93 R-22
Hank Higgins
Submitter

NOTES: R-22, R-23
April 8, 1993

R-22 and R-23 deal with the matter of authorizing and approving the issuance and negotiated sale of certificates of participation as additional certificates in the amount \$1,480,000 and the authorizing and approving a supplement to the County Health Systems Facilities Master Lease Purchase Agreement.

Specifically: approval of these two agenda items will result in the development of the North Portland Health Clinic.

Over the period of time this issue has been discussed, we have not adequately addressed some significant questions:

- 1) Why do we need the North Portland Health Clinic?
 - * The Clinic known as Columbia/Tamarack has been operated at the 8918 N. Woolsey Avenue location for 25 years.
 - * That Clinic offers service to 9% of the County's population.
 - * 21% of the households in North Portland have an annual income of less than \$10,000/
 - * The usage of the North Portland Health Clinic by Columbia Villa/Tamarack residents has increased from 8% in 1989 to 15% in 1992.
 - * 60% of all service provided at the North Portland Health Clinic is provided to children and adolescents under the age of 21.
 - * The Board of County Commissioners has determined the North Portland Clinic is inadequate.
 - * The current facility does not meet OSHA standards.
 - * The facility does not have a nursing station.

2) What is the cost of adding Columbia Villa to the financing package?

- * In fiscal year 1993-94, there will be a net increased cost of \$54,300. This is assuming that the \$62,000 in savings from the already approved package is used to complete this transaction.

- * The full year net cost starting in fiscal year 1994-95 will be \$75,493, again assuming that the \$62,000 in savings from the already approved package is used to complete this transaction.

3) What is unbudgeted for fiscal year 1993-94?

- * There is a net of \$64,300 which is not included in the 1993-94 Executive Budget, again assuming that the \$62,000 in savings from the already approved package is applied to this transaction.

Finally, there is the question of:

4) What is the cost of doing nothing?

- * In terms of dollars, I do not know that I can answer the question, however, I will state that a service deficit exists in that area now. That deficit can only grow if no proactive action is taken.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

In the matter of authorizing and approving)
of the issuance and negotiated sale of)
Certificates of Participation, Series 1993C,)
as Additional Certificates in an amount)
not to exceed \$1,480,000; approving and)
authorizing a Supplement to the County)
Health Systems Facilities Master)
Lease-Purchase Agreement; approving of a)
Certificate Purchase Agreement and a Final)
and Preliminary Official Statement;)
and Designating an Authorized Representative,)
Appointing Underwriter, Trustee, Bond Counsel)
and Financial Advisor.)

**RESOLUTION
#93-**

WHEREAS, the present North Portland Health Clinic, located at 8918 N. Woolsey Avenue in Portland, Oregon, located in the neighborhood known as Columbia Villa/Tamarack, has been a county health facility for twenty-five (25) years; and

WHEREAS, usage of the North Portland Health Clinic by Columbia Villa/Tamarack residents has increased from 8% in 1989 to 15% in 1992; and

WHEREAS, the North Portland Health Clinic provides Primary Health Services and Dental Services to residents of the Columbia Villa/Tamarack neighborhood and 60% of all services are administered to children and adolescents under the age of 21; and

WHEREAS, the Board of County Commissioners has determined the North Portland Health Clinic to be inadequate; and

WHEREAS, pursuant to Oregon Revised Statutes Section 279.101, the Board of County Commissioners of Multnomah County, Oregon (the "Board") desires to issue tax-exempt Certificates of Participation, Series 1993C (the "Certificates") to provide financing to expand, remodel and equip the present North Portland Health Clinic to meet current and future need; and

WHEREAS, the Board has reviewed a proposed plan to provide funds for the payment of the costs of such expansion, remodeling and equipping of the North Portland Health Clinic (the "Project") through the issuance of Tax-Exempt Certificates of Participation, Series 1993C (the "Certificates") pursuant to the authority to supplement the County Health Systems Facilities Master Lease-Purchase Agreement entered into between Multnomah County (the "County") and the Trustee (the "Trustee") dated May 1, 1993 and the Board determines that the proposed issuance of the Additional Certificates pursuant to the Master Agreement is in the best interest of the County;

WHEREAS, the Board is advised that it is the reasonable expectation that the cost of the expansion, remodeling and equipment of the North Portland Health Clinic and the funding of a Debt Service Reserve Account and the payment of the costs of issuance of the Certificates will not exceed \$1,480,000.

THEREFORE BE IT RESOLVED THAT:

Section 1. Issuance of Series 1993C Certificates of Participation. The Board does authorize the issuance and private negotiated sale of tax-exempt Certificates of Participation, Series 1993C, in an amount not to exceed \$1,480,000 (the "Certificates") to finance the Project and to fund, in part, a debt service reserve fund to secure the payment of the Certificates and to provide for the payment of the costs of issuance of the Certificates. The Board authorizes the Director, Finance Division or the Treasury Manager (the "Authorized Representative") to determine and designate the dated date, the maturity dates, but not to exceed twenty (20) years from the date of issue, the principal serial maturities, the optional redemption dates and premiums, if any, the term bond maturity or maturities, with or without premium, and to determine the interest payment dates and interest rates not to exceed a net effective rate of seven percent (7%), underwriter's discount and original issue discount, and to determine such other provisions as are deemed necessary and desirable for the sale and issuance of the Certificates.

Section 2. Title and Execution of Certificates. The Certificates shall be entitled "Multnomah County, Oregon Certificates of Participation, Series 1993C" and shall bear the manual authentication signature of the Trustee. The Certificates shall be initially issued in book-entry form as a single typewritten certificate for each single maturity and issued in the registered name of the nominee of The Depository Trust Company, New York, New York in book-entry-only form. The Certificates will be issued without certificates being made available to the certificate holders.

Section 3. Book-Entry-Only System. Ownership of the Certificates shall be recorded through entries on the books of banks and broker-dealer participants and correspondents that are related to entries on The Depository Trust Company book-entry-only system. The Certificates shall be initially issued in the form of a separate, single, fully registered type-

written certificate for each maturity of the Certificates (the "Global Certificates"). Each Global Certificate shall be registered in the name of Cede & Co. as nominee (the "Nominee") of The Depository Trust Company (the "Depository") as the "Registered Owner", and such Global Certificates shall be lodged with the Depository until redemption or maturity of the Certificates of Participation, Series 1993C, issue. The Paying Agent shall remit payment for the maturing principal and interest on the Certificates to the Registered Owner for distribution by the Nominee for the benefit of the certificate holder (the "Beneficial Owner" or "Record Owner") by recorded entry on the books of the Depository participants and correspondents. While the Certificates are in book-entry-only form, the Certificates will be available in denominations of \$5,000 or any integral multiple thereof.

The Authorized Representative shall file with the Depository a Letter of Representations to induce the Depository to accept the Certificates as eligible for deposit at the Depository. The Underwriters for the Certificate issue are authorized to provide the Depository with the Preliminary Official Statement, together with the completed Depository's underwriting questionnaire.

The execution and delivery of the Letter of Representations and the providing to the Depository of the Preliminary Official Statement and the underwriting questionnaire shall not in any way impose upon the County any obligation whatsoever with respect to persons having interests in the Certificates other than the Registered Owners of the Certificates as shown on the registration books maintained by the Paying Agent and Registrar. The Paying Agent and Registrar, in writing, shall accept the book-entry-only system and shall agree to take all action necessary to at all times comply with the Depository's operational arrangements for the book-entry-only system. The Authorized Representative may take all other action to qualify the Certificates for the Depository's book-entry-only system.

In the event:

(a) the Depository determines not to continue to act as securities depository for the Certificates, or

(b) the County determines that the Depository shall no longer so act, then the County will discontinue the book-entry-only system with the Depository. If the County fails to identify another qualified securities depository to replace the Depository, the Certificates shall no longer be a book-entry-only issue but shall be registered in the registration books maintained by the Paying Agent and Registrar in the name of the Registered Owner as appearing on the registration books of the Paying Agent and Registrar and thereafter in the name or names of the owners of the Certificates transferring or exchanging Certificates in accordance with the provisions of Section 12 herein.

With respect to Certificates registered in the registration books maintained by the Paying Agent and Registrar in the name of the Nominee of the Depository, the County, and the Paying Agent and Registrar shall have no responsibility or obligation to any participant or correspondent of the Depository or to any Beneficial Owner on behalf of which such participants or correspondents act as agent for the Registered Owner with respect to:

(i) the accuracy of the records of the Depository, the Nominee or any participant or correspondent with respect to any ownership interest in the Certificates,

(ii) the delivery to any participant or correspondent or any other person, other than a Registered Owner as shown in the registration books maintained by the Paying Agent and Registrar, of any notice with respect to the Certificates, including any notice of redemption,

(iii) the selection by the Depository of the beneficial interest in Certificates to be redeemed in the event the County redeems the Certificates in part, or

(iv) the payment to any participant, correspondent or any other person other than the Registered Owner of the Certificates as shown in the registration books maintained by the Paying Agent and Registrar, of any amount with respect to principal or interest on the Certificates. Notwithstanding the book-entry-only system, the County may treat and consider the Registered Owner in whose name each Certificate is registered in the registration books maintained by the Paying Agent and Registrar as the Registered Owner and absolute owner of such Certificate for the purpose of payment of principal and interest with respect to such Certificate, or for the purpose of giving notices of redemption and other matters with respect to such Certificate, or for the purpose of registering transfers with respect to such Certificate, or for all other purposes whatsoever. The County shall pay or cause to be paid all principal of and interest on the Certificates only to or upon the order of the Registered Owner, as shown in the registration books maintained by the Paying Agent and Registrar, or their representative attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligation with respect to payment thereof to the extent of the sum or sums so paid.

Upon delivery by the Depository to the County and to the Registered Owner of a Certificate of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee then the word "Nominee" in this Resolution shall refer to such new nominee of the Depository, and upon receipt of such notice, the County shall promptly deliver a copy thereof to the Paying Agent and Registrar.

Section 4. Negotiated Sale of Certificates. The Authorized Representative is authorized to negotiate and execute, on behalf of the County, a Certificate Purchase Agreement with the Underwriter for the purchase of the Series 1993C Certificates.

Regional Financial Advisors is appointed Expert Advisor to the County for the negotiated sale of the Series 1993C Certificates.

Section 5. Execution of Master Agreement. The Board does approve of the First Supplemental Agreement to the Master Agreement and does authorize the Authorized Representative to execute the First Supplemental Agreement on behalf of the County. The First Supplemental Agreement shall provide for the issuance of the Series 1993C Certificates as "Additional Certificates" secured on a parity with the Outstanding Certificates as set forth in the Master Agreement.

Section 6. Budget Appropriations. The County may budget and appropriate expenditures sufficient to pay the Lease Payments for each fiscal year in the amount of the annual principal component maturities and the accruing interest components on the outstanding Certificates, but the County is not obligated to budget and appropriate such expenditures unless the Board of County Commissioners shall include such payments in the County budget for each fiscal year. In the event of appropriation of funds for Lease Payments, the County covenants to maintain such appropriation in full force and effect during that fiscal year and shall expend such appropriated funds only for Lease Payments. In the event the County determines not to appropriate funds sufficient for Lease Payments in any fiscal year, such failure shall constitute a termination of the Agreement and the Escrow Agent may exercise such remedies as are provided in the Agreement.

Section 7. Establishment of Trust Accounts. The Board does authorize the establishment of certain trust accounts as provided in the Master Agreement including the "Multnomah County, Oregon Series 1993C Certificates of Participation Reserve Account". There shall be deposited at the close of the sale of the Certificates to the Reserve Account of the Series 1993C Certificates sufficient moneys to be held in trust to fully fund the debt service Reserve Account for the payment of Lease Payments pursuant to the Master Agreement. In the event of the failure to appropriate funds, or if other appropriated funds for payment of the Certificates are not available in any fiscal year for the payment of the Lease Payments, the Escrow Agent is authorized to transfer from the Reserve Account moneys, until the Reserve Account is exhausted, sufficient amounts to provide for any deficiency in the amount of the Lease Payments due during that ensuing fiscal year. Funds in the Reserve Account shall be applied only upon the Lease Payments.

Section 8. Security for the Certificates. The Certificates shall be secured on a parity with the Certificates of Participation, Series 1993A and the Certificates of Participation, Series 1993B by a pledge and covenant of the County to apply "appropriated funds" from the general funds or from other available appropriated funds of the County upon the payment of the Lease Payments and to secure the Lease Payments by funds in the Reserve Account and by a pledge of the County's interest in the Facilities as set forth in the Master Agreement.

Section 9. Designation of Trustee, Paying Agent and Registrar, Bond Counsel, and Financial Advisor. The County does designate and appoint Bank of America Oregon as the Trustee and Paying Agent and Registrar for the Certificates and does request the Paying Agent and Registrar to authenticate the Certificates as of the date of delivery to the purchasers thereof. The County does appoint the law firm of Rankin Mersereau and Shannon of Portland, Oregon as Bond Counsel for the issuance of the Series 1993C Certificates. Regional Financial Advisors is appointed Financial Advisor to the County for the issuance of the Series 1993C Certificates.

Section 10. Payment of Certificates. If the book-entry-only system has been discontinued, then the principal of the Certificates shall be payable upon presentation of the Certificates at maturity at the principal corporate trust office of the Paying Agent in Portland, Oregon. Payment of each installment of interest due shall be made by check or draft of the Paying Agent mailed on each interest payment date to the registered owner thereof whose name and address appears on the registration books of the County maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding any interest payment date.

Section 11. Form of Certificates. The Certificates shall be issued substantially in the form as approved by the County, Financial Advisor to the County and Bond Counsel.

Section 12. Transfer of Certificates. If the book-entry-only system is discontinued the Certificates will be issued in printed certificate form. Then the Certificates are transferable, or subject to exchange, for fully registered Certificates in the denomination of \$5,000 each or integral multiples thereof by the registered owner thereof in person, or by the owner's attorney, duly authorized in writing, at the office of the Registrar. The Registrar shall maintain a record of the names and addresses of the registered owners of the Certificates. The records of the registered bond ownership are not public records within the meaning of Oregon Revised Statutes 192.410(4).

All certificates issued upon transfer of or in exchange for Certificates shall be valid obligations of the County evidencing the same debt and shall be entitled to the same benefits as the Certificates surrendered for such exchange or transfer. All fees, expenses and charges of the Paying Agent and Registrar shall be payable by the County. The Registrar shall not be required to transfer or exchange any Certificates after the close of business on the 15th day of the month next preceding any interest payment date or transfer or exchange any Certificate called or being called for redemption.

Section 13. Covenant as to Arbitrage. The proceeds of the Certificates shall be used and invested in such manner that the Certificates shall not become "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations. The County covenants that, within its lawful powers, it will not do, and will refrain from doing, anything in the issuance of the Certificates and in the investment and expenditure of the proceeds thereof which would result in the interest on the Certificates becoming taxable for federal income tax purposes.

Section 14. Appointment of Underwriters. The County does designate and appoint Lehman Brothers Division of Shearson Lehman Brothers Inc. as Underwriters of the private negotiated sale of the Series 1993C Certificates of Participation.

Section 15. Preliminary and Final Official Statement. The County does approve of the preparation and distribution of the Preliminary Official Statement, does approve of the distribution thereof to prospective purchasers of the Certificates and does authorize the preparation and distribution of the Official Statement. The Authorized Representative may "deem final" the Preliminary Official Statement for purposes of SEC Rule 15c2-12 when the Authorized Representative is satisfied that the tax requirements for such designation have been satisfied. When the Authorized Representative has been advised that the final Official Statement does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements contained in the Official Statement not misleading in the light of the circumstances under which they are made, then the Authorized Representative may certify the accuracy of the Official Statement on behalf of the County.

Section 16. Execution of Documents. The County does authorize the Authorized Representative of the County to execute such other and necessary documents as are proper to consummate the issuance of the Certificates.

ADOPTED this ____ day of _____, 1993.

**BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

By _____
Henry C. Miggins, Acting Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By _____

County Counsel

(scg)clients\multco\cop1993C.res

R-30

Meeting Date: APR 18 1993
Agenda No.: R-30

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)SUBJECT: Resolution Declaring Official Intent to Reimburse Capital ExpendituresBCC Informal 4/6/93 BCC Formal 4/8/93
(date) (date)DEPARTMENT Mgmt Support Services DIVISION Finance/TreasuryCONTACT Patricia Shaw TELEPHONE x 3290PERSON(S) MAKING PRESENTATION Patricia ShawACTION REQUESTED: INFORMATIONAL ONLY POLICY DIRECTION X APPROVALESTIMATED TIME NEEDED ON BOARD AGENDA: 5 minutesCHECK IF YOU REQUIRE OFFICIAL WRITTEN NOTICE OF ACTION TAKEN: X BRIEF SUMMARY (include statement of rationale for action requested, as well as personnel and fiscal/budgetary impacts, if applicable):

In the matter of the Declaration of Official Intent to Reimburse Capital Expenditures with proceeds of the Certificates of Participation, Series 1993C, issued to finance the expansion, remodeling and equipping the North Portland Health Clinic.

(If space is inadequate, please use other side)
SIGNATURES:ELECTED OFFICIAL _____
OR
DEPARTMENT MANAGER David A. Boyer
(All accompanying documents must have required signature)BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 APR - 1 AM 11:43

* NOTE: Will need 1/2 hour at the Agenda Review on 4/6/93.



MULTNOMAH COUNTY OREGON

GLADYS MCCOY
COUNTY CHAIR

EMPLOYEE SERVICES
FINANCE
LABOR RELATIONS
PLANNING & BUDGET
RISK MANAGEMENT

(503) 248-5015
(503) 248-3312
(503) 248-5135
(503) 248-3883
(503) 248-3797

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PORTLAND BUILDING
1120 S.W. FIFTH, 14TH FLOOR
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PORTLAND, OREGON 97214

PURCHASING, CONTRACTS
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR
PORTLAND, OREGON 97202

MEMORANDUM

To: Board of County Commissioners

From: David Boyer, Finance Director *DB*

Date: April 1, 1993

Subject: C.O.P. Issue for Facility Construction at Columbia Villa

This is a brief explanation of the attached resolutions.

The first Resolution authorizes the County to do the following:

- Issue exempt C.O.P. Series 1993C for construction of Columbia Villa facility. The total issue costs is not to exceed \$1,480,000.
- Authorize a supplement to the Master-Lease Purchase Agreement between the County and Bank of America, approved April 1, 1993.

The second Resolution, 1993C Reimbursement Resolution authorizes the County to pay itself back for any costs incurred on the Columbia Villa facility before the Certificates are issued.

At the informal agenda review we will provide you with information on lease costs for five years, 10 years, and 20 years. We will also have operation and maintenance costs and a list of available resource policy options. If you have any questions regarding the financing we will be glad to answer them. Program questions regarding Columbia Villa will be answered by Dwayne Prather and Billie Odegaard.

cc: Dwayne Prather
Billie Odegaard

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON**

In the matter of the Declaration of Official)	
Intent to Reimburse Capital Expenditures with	)	RESOLUTION
proceeds of the Certificates of Participation,	)	#93-
Series 1993C, issued to finance the expansion,)	
remodeling and equipping of the North)	
Portland Health Clinic.)	

WHEREAS, the Board of County Commissioners of Multnomah County, Oregon (the "Board") have adopted a Resolution authorizing the issuance and negotiated sale of Series 1993C Tax-Exempt Certificates of Participation (the "Certificates") in an amount not to exceed \$1,480,000 to finance the expansion, remodeling and equipping of the North Portland Health Clinic (the "Facilities"); and

WHEREAS, the Board reasonably expects that no funds from sources other than the Certificates of Participation proceeds are, or are reasonably expected to be, reserved, allocated on a long-term basis or otherwise set aside by the Board pursuant to their budget or financial policies with respect to certain capital expenditures to be advanced by the County for the financing of the North Portland Health Clinic and such expenditures are intended to be reimbursed from a portion of the proceeds of the Certificates;

THEREFORE BE IT RESOLVED;

1. The Board declares its Official Intent, on behalf of Multnomah County, Oregon, that the County reasonably expects to reimburse certain capital expenditures to be incurred in expansion, remodeling and equipping of the of the North Portland Health Clinic with a portion of the proceeds of the Certificates.
2. The reasonable expectation of the Board is that the maximum amount of Certificates to be issued for reimbursement of expenditures is the sum of \$150,000.
3. This Declaration of Official Intent shall be reasonably available for public inspection within thirty (30) days after the date of adoption and approval of this Resolution in the administrative office of the Chair of the Board in the Portland Building 1120 S.W. Fifth, 14th Floor, Portland, Oregon 97214 and shall remain available for public inspection until the date of the issue of the Certificates.

4. This Declaration of Official intent is consistent with the budgetary and financial circumstances of the County. The use of proceeds of the Certificates of Participation for reimbursement shall occur not earlier than the date on which the capital expenditure is paid and not later than one (1) year after the date on which the Facilities are placed in service.

5. This Declaration of Official Intent is pursuant to United States Department of the Treasury Regulations Section 1.103-18.


ADOPTED this ____ day of _____, 1993.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Henry C. Miggins, Acting Chair

Reviewed By:

LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

By  _____
County Counsel

PLEASE PRINT LEGIBLY!

MEETING DATE 4/22/93
NAME Miss Melinda Wilson
ADDRESS 4541 NE 29th
STREET Portland Ore ZIP CODE 97211
CITY

I WISH TO SPEAK ON AGENDA ITEM #
SUPPORT SELF OPPOSE Board of
SUBMIT TO BOARD CLERK Council

PLEASE PRINT LEGIBLY!

MEETING DATE 4/22/93
NAME Miss Melinda Ann Wilson
ADDRESS 710 SE GRAND
STREET Portland ZIP CODE Ore
CITY Council for Prostitution
I WISH TO SPEAK ON AGENDA ITEM # Citizens Rights which
SUPPORT Constitution - OPPOSE in America
SUBMIT TO BOARD CLERK Income Tax -