

ANNOTATED MINUTES

Tuesday, December 21, 1993 - 9:00 AM - 5:00 PM
Multnomah County Courthouse, Room 602

WORK SESSIONS

WS-1 *Program Measurements and Program Narrative for the Health Department.*

**BILLI ODEGAARD, JOANNE DeHOFF, JEANNE GOULD,
JAN SINCLAIR AND KAREN LAMB PRESENTATION AND
RESPONSE TO BOARD QUESTIONS. SESSION TO BE
CONTINUED NEXT WEEK.**

WS-2 *Program Measurements and Program Narrative for the Department of Environmental Services.*

**BETSY WILLIAMS, DAVE FLAGLER, JANICE DRUIAN,
MIKE ZOLLITICH, VICKI ERVIN AND LARRY NICHOLAS
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

WS-3 *Program Measurements and Program Narrative for the Department of Environmental Services.*

**BETSY WILLIAMS, MIKE ZOLLITICH, TOM GUINEY, JIM
MUNZ, SCOTT PEMBLE AND WAYNE GEORGE
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

WS-4 *Program Measurements and Program Narrative for the Auditor's Office.*

**GARY BLACKMER PRESENTATION AND RESPONSE TO
BOARD QUESTIONS.**

WS-5 *Program Measurements and Program Narrative for Management Support Services.*

SESSION TO BE CONDUCTED NEXT WEEK.

Wednesday, December 22, 1993 - 8:30 AM - 5:00 PM
Multnomah County Courthouse, Room 602

WORK SESSIONS

WS-6 *Program Measurements and Program Narrative for Juvenile Justice Division.*

**HAROLD OGBURN AND MEGANNE STEELE
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

WS-7 *Program Measurements and Program Narrative for Aging Services Division.*

**JIM McCONNELL, KATHY GILLETTE, JUNE SCHUMANN,
HOLLY BURMAN AND STEVE BALOG PRESENTATION AND
RESPONSE TO BOARD QUESTIONS.**

WS-8 *Program Measurements and Program Narrative for Children and Families Services.*

**MURIEL GOLDMAN, DOUGLAS MONTGOMERY, RAY
ESPANA, CECILE PITTS, MARY LI, SUSAN CLARK AND
HOWARD KLINK PRESENTATION AND RESPONSE TO
BOARD QUESTIONS. SESSION TO BE CONTINUED NEXT
WEEK.**

WS-9 *Program Measurements and Program Narrative for the Multnomah County Sheriff's
Office.*

**JOHN SCHWEITZER, LARRY AAB AND DAVE WARREN
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

WS-10 *Program Measurements and Program Narrative for the Department of Community
Corrections.*

**TAMARA HOLDEN, WILLIAM DRAPEE, SUSAN KAESER,
DAVE WARREN, WAYNE SALVO AND MEGANNE STEELE
PRESENTATION AND RESPONSE TO BOARD QUESTIONS.**

WS-11 *Overflow Program Measurements and Program Narrative for Various Departments
as Needed.*

*Thursday, December 23, 1993 - 9:30 AM
Multnomah County Courthouse, Room 602*

REGULAR MEETING

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

CONSENT CALENDAR

**UPON MOTION OF COMMISSIONER HANSEN, SECONDED
BY COMMISSIONER KELLEY, THE CONSENT CALENDAR
(ITEMS C-1 THROUGH C-11) WAS UNANIMOUSLY
APPROVED.**

SHERIFF'S OFFICE

C-1 *Package Store Liquor License Renewal Application Submitted by Sheriff's Office with
Recommendation for Approval, for the POWELL SUNSHINE MARKET, 13580 SE
POWELL, PORTLAND.*

- C-2 *Restaurant Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the CHINA GATEWAY CO. INC., 11642 NE HALSEY, PORTLAND.*
- C-3 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BOTTOMS UP!, 16900 NW ST. HELENS ROAD, PORTLAND.*
- C-4 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DOTTY'S #004, 16353 SE DIVISION #116, PORTLAND.*
- C-5 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for SPRINGDALE TAVERN, 32302 EAST CROWN POINT HIGHWAY, CORBETT.*

CHILDREN AND FAMILIES SERVICES DIVISION

- C-6 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 103354 Between the City of Portland and Multnomah County, Adding \$72,000 Emergency Shelter Grant Funds from the City in Order to Provide Emergency Shelter and Housing Services for Homeless People and Families, for the Period Upon Execution through June 30, 1994*
- C-7 *Ratification of Intergovernmental Agreement Contract 104334 Between Multnomah County and the City of Cascade Locks, Providing a Payment Mechanism to Reimburse the City for Home Energy Supplied to Households Eligible for Low Income Home Energy Assistance Program (LIEAP) Benefits, for the Period Upon Execution through June 30, 1995*
- C-8 *Ratification of Intergovernmental Agreement Contract 104344 Between Multnomah County and the Department of Veterans Affairs, Authorizing Home Energy Suppliers to Receive Low Income Home Energy Assistance Program (LIEAP) Payments for Energy Assistance Provided to Low Income Customers, for the Period Upon Execution through June 30, 1995*

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 *ORDER in the Matter of the Execution of Deed D940973 Upon Complete Performance of a Contract to William J. Lambert and Jenny M. Lambert*

ORDER 93-391.

DEPARTMENT OF HEALTH

- C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 201403 Between Multnomah County and the City of Portland, Extending the Bloodborne Pathogen Program Services Contract Termination Date from December 31, 1993 to March 31, 1994*

- C-11 *Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 201523 Between the Oregon Office of Medical Assistance Programs (OMAP) and Multnomah County, Extending the Contract from February 1, 1994 Until Implementation of the Oregon Basic Health Services Act (Senate Bill 27)*

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Offering to Surrender Jurisdiction to the City of Portland All County Roads within the Areas Annexed to the City of Portland Effective June 30, 1993*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-1. HEARING HELD, NO ONE WISHED TO TESTIFY. ORDER 93-392 UNANIMOUSLY APPROVED.

- R-2 *ORDER in the Matter of Cancellation of Property Taxes on Certain Properties in Multnomah County [Upon Petition of Portland Community Reinvestment Initiatives, Inc.]*

COMMISSIONER HANSEN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-2. COMMISSIONER HANSEN EXPLANATION. ORDER 93-393 UNANIMOUSLY APPROVED.

- R-3 *RESOLUTION in the Matter of the Approval of the Second Amendment to County Land Sale Contract 15522*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 93-394 WAS UNANIMOUSLY APPROVED.

- R-4 *Budget Modification DES #8 Requesting Authorization to Reclassify One Custodian Position to a Facilities Maintenance Worker Position within the Facilities and Property Management Division*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-4. BOB KIETA EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF HEALTH

- R-5 *Ratification of Intergovernmental Agreement Contract 201224 Between Multnomah County and Oregon Health Sciences University, to Provide Mainframe Computer Hardware Support for Department and to Maintain Operating and Additional Support Systems, for the Period Upon Execution through December 15, 1998*

UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER KELLEY, R-5 WAS UNANIMOUSLY APPROVED.

SHERIFF'S OFFICE

- R-6 *Ratification of Intergovernmental Agreement Contract 800544 Between the City of Portland and Multnomah County, Providing Sheriff's Office Access to the 800 MHZ, Simulcast and Trunking Radio System (Continued from December 16, 1993)*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, R-6 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-7 *Budget Modification DCC #4 Requesting Authorization to Reduce Pass Through and Increase Personnel, Materials and Services, and Capital Equipment within the Mid-County District Budget*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-7. JOANNE FULLER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

- R-8 *RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Coordinating Committee (Continued from December 9 & 16, 1993)*

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. CHAIR STEIN DISCUSSED PROPOSED RESOLUTION AS AMENDED BY HER OFFICE. KAY DURTSCHI TESTIMONY IN SUPPORT OF AMENDED RESOLUTION. ANGEL OLSEN TESTIMONY IN OPPOSITION TO RESOLUTION. CHAIR STEIN RESPONSE TO MS. OLSEN, ADVISING CIC CHAIR DERRY JACKSON SUPPORTS AMENDED RESOLUTION. ROBERT SMITH AND PAUL THALHOFER TESTIMONY IN OPPOSITION TO RESOLUTION. CHAIR STEIN EXPLANATION AND COMMENTS IN SUPPORT OF HER AMENDED RESOLUTION. BOARD COMMENTS. COMMISSIONER KELLEY DISCUSSED HER PROPOSED AMENDMENTS TO RESOLUTION. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF AMENDMENT NO. 1. BOARD COMMENTS. AMENDMENT NO. 1 APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE AND COMMISSIONERS SALTZMAN AND

STEIN VOTING NO. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF AMENDMENT NO. 2. BOARD COMMENTS. AMENDMENT NO. 2 APPROVED WITH COMMISSIONERS KELLEY, HANSEN AND COLLIER VOTING AYE AND COMMISSIONERS SALTZMAN AND STEIN VOTING NO. COMMISSIONER KELLEY MOVED AND COMMISSIONER COLLIER SECONDED, APPROVAL OF AMENDMENT NO. 3. BOARD COMMENTS. AMENDMENT NO. 3 UNANIMOUSLY APPROVED. UPON MOTION OF COMMISSIONER COLLIER, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 93-395, AS AMENDED, WAS UNANIMOUSLY APPROVED.

R-9 *RESOLUTION in the Matter of Establishing a Task Force on Delinquency Prevention*

COMMISSIONER HANSEN MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-9. BOARD COMMENTS. RESOLUTION 93-396 UNANIMOUSLY APPROVED.

PUBLIC CONTRACT REVIEW BOARD

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

R-10 *ORDER in the Matter of an Exemption to Contract with Mighty Clean to Provide Custodial Services for the Justice Center*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-10. MR. KIETA EXPLANATION AND RESPONSE TO BOARD QUESTIONS. ORDER 93-397 UNANIMOUSLY APPROVED.

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

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, CONSIDERATION OF THE FOLLOWING UNANIMOUS CONSENT ITEM WAS UNANIMOUSLY APPROVED.

JUVENILE JUSTICE DIVISION

UC-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 102304 Between Multnomah County and the State of Oregon, Children's Services Division, Providing Funding for the Second Half of FY 93-94 for Services in the Assessment Intervention Transition Program, the Gang Resource and Intervention Team, and Community Based Programs for Gang Impacted Youth, for the Period Upon Execution through June 30, 1994*

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF UC-1. MARIE EIGHMEY EXPLANATION AND RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

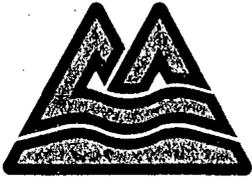
PUBLIC COMMENT

R-11 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

There being no further business, the meeting was adjourned at 10:30 a.m.

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

DEBORAH L. BOGSTAD
Deborah L. Bogstad



MULTNOMAH COUNTY OREGON

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

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

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

DECEMBER 20, 1993 - DECEMBER 24, 1993

- Tuesday, December 21, 1993 - 9:00 AM - 12:00 PM Work Sessions:Page 2*
- Tuesday, December 21, 1993 - 2:00 PM - 5:00 PM Work SessionsPage 2*
- Wednesday, December 22, 1993 - 8:30 AM - 12:00 PM Work Sessions.Page 2*
- Wednesday, December 22, 1993 - 1:15 PM - 3:30 PM Work SessionsPage 2*
- Wednesday, December 22, 1993 - 3:30 PM - 5:00 PM Work Session If Needed.Page 2*
- Thursday, December 23, 1993 - 9:30 AM - Regular MeetingPage 3*
- Friday, December 24, 1993 - HOLIDAY - OFFICES CLOSED.*

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 Noon, Channel 21 for East Portland and East County subscribers*

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

Tuesday, December 21, 1993 - 9:00 AM - 5:00 PM

Multnomah County Courthouse, Room 602

WORK SESSIONS

- WS-1 Program Measurements and Program Narrative for the Health Department. 9:00 AM TIME CERTAIN, 1 1/2 HOURS REQUESTED.
- WS-2 Program Measurements and Program Narrative for the Department of Environmental Services. 10:30 AM TIME CERTAIN, 1 1/2 HOURS REQUESTED.
- WS-3 Program Measurements and Program Narrative for the Department of Environmental Services. 2:00 PM TIME CERTAIN, 1 1/2 HOURS REQUESTED.
- WS-4 Program Measurements and Program Narrative for the Auditor's Office. 3:30 PM TIME CERTAIN, 20 MINUTES REQUESTED.
- WS-5 Program Measurements and Program Narrative for Management Support Services. 3:50 PM TIME CERTAIN, 1 HOUR, 10 MINUTES REQUESTED.
-

Wednesday, December 22, 1993 - 8:30 AM - 5:00 PM

Multnomah County Courthouse, Room 602

WORK SESSIONS

- WS-6 Program Measurements and Program Narrative for Juvenile Justice Division. 8:30 AM TIME CERTAIN, 1 HOUR REQUESTED.
- WS-7 Program Measurements and Program Narrative for Aging Services Division. 9:30 AM TIME CERTAIN, 1 HOUR REQUESTED.
- WS-8 Program Measurements and Program Narrative for Children and Families Services. 10:30 AM TIME CERTAIN, 1 1/2 HOURS REQUESTED.
- WS-9 Program Measurements and Program Narrative for the Multnomah County Sheriff's Office. (Continued from December 15, 1993) 1:15 PM TIME CERTAIN, 45 MINUTES REQUESTED.
- WS-10 Program Measurements and Program Narrative for the Department of Community Corrections. 2:00 PM TIME CERTAIN, 1 1/2 HOURS REQUESTED.
- WS-11 Overflow Program Measurements and Program Narrative for Various Departments as Needed. 3:30 PM TIME CERTAIN, 1 1/2 HOURS IF REQUESTED.
-

Thursday, December 23, 1993 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

SHERIFF'S OFFICE

- C-1 *Package Store Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the POWELL SUNSHINE MARKET, 13580 SE POWELL, PORTLAND.*
- C-2 *Restaurant Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for the CHINA GATEWAY CO. INC., 11642 NE HALSEY, PORTLAND.*
- C-3 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for BOTTOMS UP!, 16900 NW ST. HELENS ROAD, PORTLAND.*
- C-4 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for DOTTY'S #004, 16353 SE DIVISION #116, PORTLAND.*
- C-5 *Retail Malt Beverage Liquor License Renewal Application Submitted by Sheriff's Office with Recommendation for Approval, for SPRINGDALE TAVERN, 32302 EAST CROWN POINT HIGHWAY, CORBETT.*

CHILDREN AND FAMILIES SERVICES DIVISION

- C-6 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 103354 Between the City of Portland and Multnomah County, Adding \$72,000 Emergency Shelter Grant Funds from the City in Order to Provide Emergency Shelter and Housing Services for Homeless People and Families, for the Period Upon Execution through June 30, 1994*
- C-7 *Ratification of Intergovernmental Agreement Contract 104334 Between Multnomah County and the City of Cascade Locks, Providing a Payment Mechanism to Reimburse the City for Home Energy Supplied to Households Eligible for Low Income Home Energy Assistance Program (LIEAP) Benefits, for the Period Upon Execution through June 30, 1995*
- C-8 *Ratification of Intergovernmental Agreement Contract 104344 Between Multnomah County and the Department of Veterans Affairs, Authorizing Home Energy Suppliers to Receive Low Income Home Energy Assistance Program (LIEAP) Payments for*

Energy Assistance Provided to Low Income Customers, for the Period Upon Execution through June 30, 1995

DEPARTMENT OF ENVIRONMENTAL SERVICES

- C-9 *ORDER in the Matter of the Execution of Deed D940973 Upon Complete Performance of a Contract to William J. Lambert and Jenny M. Lambert*

DEPARTMENT OF HEALTH

- C-10 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 201403 Between Multnomah County and the City of Portland, Extending the Bloodborne Pathogen Program Services Contract Termination Date from December 31, 1993 to March 31, 1994*
- C-11 *Ratification of Amendment No. 2 to Intergovernmental Agreement Contract 201523 Between the Oregon Office of Medical Assistance Programs (OMAP) and Multnomah County, Extending the Contract from February 1, 1994 Until Implementation of the Oregon Basic Health Services Act (Senate Bill 27)*

REGULAR AGENDA

DEPARTMENT OF ENVIRONMENTAL SERVICES

- R-1 *PUBLIC HEARING and Consideration of an ORDER in the Matter of Offering to Surrender Jurisdiction to the City of Portland All County Roads within the Areas Annexed to the City of Portland Effective June 30, 1993. 9:30 AM TIME CERTAIN REQUESTED.*
- R-2 *ORDER in the Matter of Cancellation of Property Taxes on Certain Properties in Multnomah County [Upon Petition of Portland Community Reinvestment Initiatives, Inc.]*
- R-3 *RESOLUTION in the Matter of the Approval of the Second Amendment to County Land Sale Contract 15522*
- R-4 *Budget Modification DES #8 Requesting Authorization to Reclassify One Custodian Position to a Facilities Maintenance Worker Position within the Facilities and Property Management Division*

DEPARTMENT OF HEALTH

- R-5 *Ratification of Intergovernmental Agreement Contract 201224 Between Multnomah County and Oregon Health Sciences University, to Provide Mainframe Computer Hardware Support for Department and to Maintain Operating and Additional Support Systems, for the Period Upon Execution through December 15, 1998*

SHERIFF'S OFFICE

- R-6 *Ratification of Intergovernmental Agreement Contract 800544 Between the City of Portland and Multnomah County, Providing Sheriff's Office Access to the 800 MHZ, Simulcast and Trunking Radio System (Continued from December 16, 1993)*

DEPARTMENT OF COMMUNITY CORRECTIONS

- R-7 *Budget Modification DCC #4 Requesting Authorization to Reduce Pass Through and Increase Personnel, Materials and Services, and Capital Equipment within the Mid-County District Budget*

NON-DEPARTMENTAL

- R-8 *RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Coordinating Committee (Continued from December 9 & 16, 1993)*
- R-9 *RESOLUTION in the Matter of Establishing a Task Force on Delinquency Prevention*

PUBLIC CONTRACT REVIEW BOARD

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

- R-10 *ORDER in the Matter of an Exemption to Contract with Mighty Clean to Provide Custodial Services for the Justice Center*

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

PUBLIC COMMENT

- R-11 *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

UNANIMOUS CONSENT ITEM
JUVENILE JUSTICE DIVISION

UC-1 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 102304 Between Multnomah County and the State of Oregon, Children's Services Division, Providing Funding for the Second Half of FY 93-94 for Services in the Assessment Intervention Transition Program, the Gang Resource and Intervention Team, and Community Based Programs for Gang Impacted Youth, for the Period Upon Execution through June 30, 1994*

MEETING DATE DEC 23 1993

AGENDA NO. C-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC License Renewal Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION APPROVAL () OTHER

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

Attached is a Package Store/License Renewal Application for the Powell Sunshine Market located at 13580 SE Powell, Portland, Oregon 97236. 12/27/93 original to Sgt Ferrell

The owners, Johnnie and Vin Kinnaman have no criminal history and tax requirements have been met.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. Kathy Ferrell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

1993 DEC 13 PM 4:17
MULTNOMAH COUNTY
OREGON
CLERK OF COUNTY

cc: [unclear]

LICENSE RENEWAL APPLICATION

DUPLICATE

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522

SYMBOL	CLASSIFICATION	LICENSE FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
PS	PACKAGE STORE	\$50.00	1	2617		R19425A

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES

KINNAMAN JIN O
KINNAMAN JOHNNIE D
POWELL SUNSHINE MARKET
13580 SE POWELL
PORTLAND ORR 97236

1. Please list a daytime phone number in case we need more information: 761-4141 7-AM to 12 P.M.

2. Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT

3. Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____

4. Package Store Licenses with Gas Pumps: Report actual grocery inventory at cost (DO NOT INCLUDE BEER OR WINE), please report figures to the nearest dollar amount.
\$ 45,000.00

RENEWAL FEE

DO NOT MAIL CASH. ENCLOSE A CHECK OR MONEY ORDER FOR MADE PAYABLE TO "OLCC".
LATE RENEWAL ADDITIONAL FEE
If the OLCC has your complete renewal application by 12/13/93 indicated by a legible postmark, there is no late charge. From 12/14 to 12/31 you will have to pay a late fee of \$12.50
After 12/31 the late fee is \$20.00.

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED

DATE OF ENDORSEMENT: DECEMBER 23, 1993

SIGNED: Beverly Stein TITLE OF SIGNER: MULTNOMAH COUNTY CHAIR
BEVERLY STEIN

SIGNATURES

EACH LICENSEE or authorized corporate officer must sign this application. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>Johnnie D. Kinnaman</u> PRINT YOUR NAME	<u>Jin O. Kinnaman</u> PRINT YOUR NAME
<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE
<u>12-6-93</u> DATE	<u>12-6-93</u> DATE
<u>544-70-8101</u> SOCIAL SECURITY NUMBER	<u>541-21-1939</u> SOCIAL SECURITY NUMBER
<u>1-25-52</u> D.O.B.	<u>8-23-60</u> D.O.B.

MEETING DATE DEC 23 1993

AGENDA NO. C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC License Renewal Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL () OTHER

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

Attached is a restaurant/license renewal application for the China Gateway Co., located at 11642 NE Halsey, Portland, Oregon 97220. The owner, Kitty Mak, has no criminal history and tax requirements have been met.

12/27/93 original to Sgt. Ferrell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. K. Ferrell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 13 PM 4:18

421-205
copy of
application

LICENSE RENEWAL APPLICATION



OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1994

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
R	RESTAURANT SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R14092A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1993.

CHINA GATEWAY CO INC
CHINA GATEWAY CO
11642 NE HALSEY
PORTLAND OR 97220

CHINA GATEWAY CO INC
MAK KITTY *T*

CHINA GATEWAY CO
11642 NE HALSEY
PORTLAND OR 97220

Is Server Education designee(s), indicated by *T* above, correct? Yes No
 ** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: (503) 255-5357
 - Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
 If yes, please give name(s) and explain: _____
 Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
 YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO OLCC
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-13-93, indicated by a legible postmark, there is no late charge. From 12-13-93 to 12-31-93, you will have to pay a late fee of \$50.00. After 12-31-93, the late fee is \$80.00

ENDORSEMENT

The (CITY OR COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
 DATE OF ENDORSEMENT: 12/23/93
 SIGNED: Beverly Stein TITLE OF SIGNER: MULTNOMAH COUNTY CHAIR
BEVERLY STEIN

SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

Kitty MAK
 PRINT YOUR NAME _____ PRINT YOUR NAME _____ PRINT YOUR NAME _____
Kitty Mak 12-6-93
 SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____
575-02-3488 11-11-51
 SOCIAL SECURITY NUMBER _____ D.O.B. _____ SOCIAL SECURITY NUMBER _____ D.O.B. _____ SOCIAL SECURITY NUMBER _____ D.O.B. _____

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

MEETING DATE DEC 23 1993

AGENDA NO. C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC License Renewal Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL () OTHER

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

Attached is a retail malt beverage/license renewal application for the Bottoms Up, located at 16900 NW St. Helens Road, Portland, Oregon 97231.

The owners, Chong and Glen Anderson, have no criminal history, and tax requirements have been met.

12/27/93 original to Sgt. FERRELL

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Sgt. K. Ferrell

OR

DEPARTMENT MANAGER: _____

1993 DEC 13 PM 4:18
CLERK OF COUNTY
CLERK OF COUNTY
CLERK OF COUNTY

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

425/31
cc for
Lak ok

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1994

SYMBOL	CLASSIFICATION	FEE	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	1993 NOV - \$200.00 21 2.60	1	2617 2600	R02213A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1993.

CGR INC
BOTTOMS UP!
16900 NW ST HELENS RD
PORTLAND OR 97231

CGR INC
KILE RAY *T*
ANDERSON CHONG *T*
ANDERSON GLEN *T*

BOTTOMS UP!
16900 NW ST HELENS RD
PORTLAND OR 97231

* Is Server Education designee(s), indicated by *T* above, correct? Yes X No
** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 621-9115 621-9844
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
YES _____ NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____
OFFENSE _____ DATE _____ CITY/STATE _____ RESULT _____
- Will anyone share in the profits who is not a licensee? YES _____ NO X
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
YES X NO _____ IF YES, EXPLAIN: NEW CARPET / WALL

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO "OLCC"
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-13-93, indicated by a legible postmark, there is no late charge. From 12-13-93 to 12-31-93, you will have to pay a late fee of \$50.00. After 12-31-93, the late fee is \$80.00

ENDORSEMENT

The (CITY OR COUNTY OF) MULTNOMAH recommends that this license be GRANTED X REFUSED _____
DATE OF ENDORSEMENT: 12/23/93
SIGNED: Beverly Stein TITLE OF SIGNER: MULTNOMAH COUNTY CHAIR
BEVERLY STEIN

SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>CHONG ANDERSON</u> PRINT YOUR NAME	<u>GLEN ANDERSON</u> PRINT YOUR NAME	<u>N/A</u> PRINT YOUR NAME
<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE	<u>[Signature]</u> SIGNATURE
<u>2-28-43</u> DATE	<u>10-25-93</u> DATE	<u> </u> DATE
<u>541-64-4738</u> SOCIAL SECURITY NUMBER	<u>538-643180</u> SOCIAL SECURITY NUMBER	<u> </u> SOCIAL SECURITY NUMBER
<u> </u> D.O.B.	<u> </u> D.O.B.	<u> </u> D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

Linda,
this was a miss code

11-29-93

MEETING DATE DEC 23 1993

AGENDA NO. C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC License Renewal Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL () OTHER

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

Attached is a retail malt beverage/license renewal application for the Dotty's #004, located at 16353 SE Division, #116, Portland, Oregon 97236. *12/27/93 ORIGINAL to Sgt. Ferrell*

The owner, Kathie Estey, has no criminal history, and tax requirements have been met.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. K. Ferrell

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 DEC 13 PM 4:18
MULTIPLA COUNTY
OREGON

421-20
cc H. J. of
J. J. of

LICENSE RENEWAL APPLICATION

OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1994

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R20935A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1993.

ESTEY CORPORATION
OREGON RESTAURANT SERVICES
5001 N LAGOON
PORTLAND OR 97217

ESTEY CORPORATION
OREGON RESTAURANT SERVICES
ESTEY KATHIE **

DOTTY'S #004
16353 SE DIVISION #116
PORTLAND OR 97236

* Is Server Education designee(s), indicated by *T* above, correct? Yes No
 ** If no, who is your new designee? _____ SS# _____

- Please list a daytime phone number in case we need more information: 228-5058
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES NO IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES NO
If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
 YES NO IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO OLCC
LATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-13-93, indicated by a legible postmark, there is no late charge. From 12-13-93 to 12-31-93, you will have to pay a late fee of \$50.00. After 12-31-93, the late fee is \$80.00.

ENDORSEMENT

The (CITY OR COUNTY OF) MULTNOMAH recommends that this license be GRANTED REFUSED
 DATE OF ENDORSEMENT: 12/23/93
 SIGNED: Beverly Stein TITLE OF SIGNER: MULTNOMAH COUNTY CHAIR
BEVERLY STEIN

SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

<u>KATHIE ESTEY</u> PRINT YOUR NAME	_____ PRINT YOUR NAME	_____ PRINT YOUR NAME
<u>Kathie Estey 10-19-93</u> SIGNATURE DATE	_____ SIGNATURE DATE	_____ SIGNATURE DATE
<u>540-78-4207 11-9-54</u> SOCIAL SECURITY NUMBER D.O.B.	_____ SOCIAL SECURITY NUMBER D.O.B.	_____ SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

DEC 23 1993

MEETING DATE

AGENDA NO. C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Subject: OLCC License Renewal Application

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT Sheriff's Office DIVISION _____

CONTACT Sergeant Kathy Ferrell TELEPHONE 251-2431

BLDG/ROOM # 313/115

PERSON(S) MAKING PRESENTATION: Sergeant Ferrell

ACTION REQUESTED:

() INFORMATIONAL ONLY () POLICY DIRECTION (X) APPROVAL () OTHER

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

Attached is a Retail Malt Beverage/License Renewal Application for the Springdale Tavern located at 32302 E. Crown Point Highway, Corbett, Oregon 97019. The owner, Wayne H. Lewis, has no criminal history and tax requirements have been met.

12/27/93 original to Sato Ferrell

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Sgt. Kathy Ferrell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any questions call the Office of the Board Clerk, 248-3277/248-5222

KF/jlz/4366

MULTI-COUNTY BOARD OF CLERKS
OREGON
1993 DEC 13 AM 4:17
COUNTY CLERK

LICENSE RENEWAL APPLICATION



OREGON LIQUOR CONTROL COMMISSION P.O. BOX 22297 PORTLAND, OREGON 97222 PHONE 1-800-452-6522 1994

SYMBOL	CLASSIFICATION	FEES	DISTRICT	CITY/COUNTY	DPLRN	CODE
RMB	RETAIL MALT BEVERAGE SERVER EDUCATION STUDENT FEE	\$200.00 2.60	1	2600	R00283A	C

IF YOU DO NOT COMPLETE THIS APPLICATION FULLY, WE WILL RETURN IT TO YOU FOR COMPLETION. WE CANNOT CONSIDER AN INCOMPLETE APPLICATION. YOUR LICENSE EXPIRES DECEMBER 31, 1993.

LEWIS WAYNE H
 SPRINGDALE TAVERN
 32302 EAST CROWN PT HWY
 CORBETT OR 97019

LEWIS WAYNE H
 SPRINGDALE TAVERN
 32302 EAST CROWN PT HWY
 CORBETT OR 97019

- Please list a daytime phone number in case we need more information. (503) 695-9906 or 695-2636
- Were you or anyone else who holds a financial interest in these premises arrested or convicted of any crime, violation or infraction of any law during the past year? (DO NOT INCLUDE MINOR TRAFFIC VIOLATIONS FOR WHICH A FINE OR BAIL FORFEITURE OF \$50.00 OR LESS WAS IMPOSED).
 YES _____ NO X IF YES, PLEASE GIVE NAME OF INDIVIDUAL(S): _____

OFFENSE	DATE	CITY/STATE	RESULT
- Will anyone share in the profits who is not a licensee? YES _____ NO X
 If yes, please give name(s) and explain: _____
- Did you make any significant changes in operation during the past year that you have not reported to the OLCC, such as changes in menu, hours of operation, or remodeling?
 YES _____ NO X IF YES, EXPLAIN: _____

RENEWAL FEE / SERVER EDUCATION STUDENT FEE

DO NOT MAIL CASH ENCLOSE A CHECK OR MONEY ORDER FOR \$202.60 MADE PAYABLE TO OLCC

DATE RENEWAL ADDITIONAL FEE

If the OLCC has your complete renewal application by 12-13-93, indicated by a legible postmark, there is no late charge. From 12-13-93 to 12-31-93, you will have to pay a late fee of \$50.00. After 12-31-93, the late fee is \$80.00

ENDORSEMENT

The (CITY OR/COUNTY OF) MULTNOMAH recommends that this license be GRANTED X REFUSED _____
 DATE OF ENDORSEMENT: 12/23/93
 SIGNED: Beverly Stein TITLE OF SIGNER: MULTNOMAH COUNTY CHAIR
BEVERLY STEIN

SIGNATURES

EACH LICENSEE OR AUTHORIZED CORPORATE OFFICER MUST SIGN THIS APPLICATION. If a licensee is not available, another person may sign ONLY if the signer includes legal authorization for the signature.

WAYNE H LEWIS
PRINT YOUR NAME

W.H. Lewis
SIGNATURE

SIGNATURE DATE

540-36-1647 9/15/36

SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE DATE

SOCIAL SECURITY NUMBER D.O.B.

PRINT YOUR NAME

SIGNATURE DATE

SOCIAL SECURITY NUMBER D.O.B.

NOTICE All employees who serve or sell alcoholic beverages MUST have a valid Service Permit.

MEETING DATE: DEC 23 1993

AGENDA NO: 66

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Revenue agreement amendment #1 between the City of Portland, Bureau of Community Development and Housing and Community Shelter Services Division for Emergency Shelter Services.

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

REGULAR BRIEFING Date Requested: _____
Amount of Time Needed: 5 Minutes/Consent

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

CONTACT: Rey España **TELEPHONE:** 248-5464
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division has received an additional \$72,000 in revenue from the City of Portland which provides additional emergency shelter services to homeless people, including families.

Funds from this revenue agreement are being appropriated via a bud mod. ~~The revenue agreement and bud mod need to be scheduled simultaneously before the BCC.~~

Contract #103354 *N/A per Cilla Thursday*
12/28/93 originals to Cilla Thursday

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

pdxesg1.bcc

BOARD OF
COUNTY COMMISSIONERS
1993 DEC 15 AM 10:45
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
BEVERLY STEIN • CHAIR OF THE BOARD
DAN SALTZMAN • DISTRICT 1 COMMISSIONER
GARY HANSEN • DISTRICT 2 COMMISSIONER
TANYA COLLIER • DISTRICT 3 COMMISSIONER
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

MEMORANDUM

TO: Board of County Commissioners

FROM: Rey España, Interim Director
Housing and Community Services Division 

DATE: December 2, 1993

SUBJECT: Approval of an Intergovernmental Revenue Amendment with the City of Portland and DSS Budget Modification #

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends Board of County Commissioner approval of the attached contract amendment from the City of Portland, Bureau of Housing and Community Development, for the period upon execution through June 30, 1994.

The Division also recommends approval of DSS Budget Modification # .

II. Background/Analysis: The Housing and Community Services Division has received an additional \$72,000 in Emergency Shelter Grant funds from the City of Portland in order to provide emergency shelter and housing services for homeless people, including families. Under prior agreement, the City transfers these types of funds to the County for contracting with service providers.

DSS Budget Modification # adds the \$72,000 to the Housing and Community Services Division pass-through budget. These funds are all subcontracted out to providers of homeless services.

III. Financial Impact: Funds from this contract are being appropriated via DSS Budget Modification # .

The revenue agreement amendment and bud mod should be scheduled simultaneously before the Board of County Commissioners.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The County, as the designated community action agency, is responsible for administering housing and service programs for homeless people.

VII. Citizen Participation: none

VIII. Other Government Participation: The City of Portland, Bureau of Housing and Community Development works closely with the Multnomah County, Housing and Community Services Division, Community Action Program Office to coordinate planning, funding, and contracting for homeless services. The City has agreed to transfer its housing/services dollars for homeless people to the County for contracting with community service providers.

pdxesg1.srs



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103354

Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-6 DATE 12/23/93 DEB BOGSTAD BOARD CLERK
--	--	--

Department Social Services Division Housing Date 12/7/93

Contract Originator Cilla Murray Phone 5464 Bldg/Room 161/2

Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2

Description of Contract Adds \$72,000 to the existing agreement with the City in order to provide additional funds for homeless shelter and services.

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

ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name City of Portland, BCD
 Mailing Address 808 SW Third Room 600
Portland OR 97204
 Phone 823-2381
 Employer ID# or SS# _____
 Effective Date Upon Execution
 Termination Date June 30, 1994
 Original Contract Amount \$ 67,000
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ 72,000
 Total Amount of Agreement \$ 139,000

Attn: Howard Cutler
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ Invoice Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

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

Encumber: Yes No
 Date 12/9/93
 Date _____
 Date 12/10/93
 Date December 23, 1993
 Date _____

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	010	1730			2097			City ESG	72,000	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

AMENDMENT # 1

Agreement #28901 between the City of Portland and Multnomah County is amended as follows:

I. Scope of Services

Section E is added to read: "Utilize \$72,000 in Emergency Shelter Grant funds to provide emergency shelter for homeless persons, including emergency housing vouchers for motels by February 14, 1994."

II. Compensation and Method of Payment

- A. Paragraph one shall read "Multnomah County will be compensated for the above described services by the City of Portland through the FY 92-93 (\$82,000) and 93-94 (\$57,000) General Fund/Emergency Shelter Grant Funds".
- B. The last sentence of the second paragraph shall be amended to read: "The total compensation available under this contract is ONE-HUNDRED THIRTY-NINE THOUSAND DOLLARS (\$139,000)".

IV. General Contract Provisions

Certifications. The following section is inserted into the contract as Section IV: "Multnomah County certifies that:

- A. Emergency Shelter Grant Funds are to be used only for shelter operating costs and housing vouchers.
- B. The use of selected motels has been determined to be the most cost effective means of providing shelter for homeless individuals and households. The cost of these motels has been researched and found to be cost effective in comparison to other motel facilities.
- C. The number, size and amenities of motel rooms and shelters will be available for use as shelter space for at least until the ESG funds are expended.
- D. Homeless clients will be given assistance in obtaining appropriate supportive services, including permanent housing, medical health treatment, counseling, supervision, and other services essential for achieving independent living, as well as other Federal, State, local, and private assistance available for such individuals.

- E. It will ensure that social service providers utilizing ESG funds will administer a policy designed to ensure that their facilities are free from the illegal use, possession, or distribution of drugs or alcohol by its clients.
- F. It has developed a procedure to ensure the confidentiality of victims of domestic and sexual violence.

V Period of Agreement

The last sentence of this section is amended to read:
"For FY 93-94 funds, the agreement shall terminate as of June 30, 1994; For FY 92-93 funds, the agreement shall terminate as of February 14, 1994."

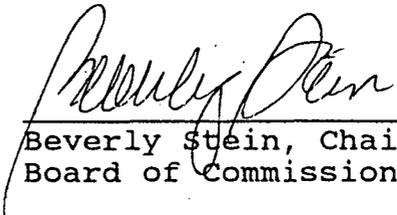
All other terms and conditions of Agreement #28901 between the City of Portland and Multnomah County shall remain the same.

Dated this _____ day of _____ 1993.

CITY OF PORTLAND

MULTNOMAH COUNTY

Commissioner Gretchen Kafoury



Beverly Stein, Chair
Board of Commissioners

APPROVED AS TO FORM:

REVIEWED:

Jeffrey L. Rogers
City Attorney



Lawrence Kressel
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: DEC 23 1993
AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement Between the City of Cascade Locks and the Housing and Community Services Division, Community Action Program

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR BRIEFING Date Requested: _____

Amount of Time Needed: 5 minutes/consent

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

CONTACT: Rey España **TELEPHONE:** 248-5464

BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

The Housing and Community Services Division, Community Action Program is contracting with the City of Cascade Locks to provide fuel assistance to eligible low income households under the Low Income Energy Assistance Program (LIEAP).

This contract authorizes the Division to pay the City of Cascade Locks for home fuel on behalf of eligible households who have chosen to buy their fuel from the City. Under the LIEAP program, households are authorized to receive a cash payment for home energy. The payment is made directly to the energy supplier, in this case, the City of Cascade Locks.

This contract does not commit a specific amount of funding to the City; rather, it sets up the contracting mechanism by which the County can reimburse the City for energy supplied.

12/28/93 originals to Nancy Culver

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

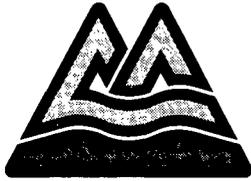
OR

DEPARTMENT MANAGER: *Raymond A. [Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
cc1.bcc

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 13 PM 4:16



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

TO: Board of County Commissioners
FROM: Rey España, Interim Director
Housing and Community Services Division
DATE: December 1, 1993
SUBJECT: Energy Supplier Contract with City of Cascade Locks

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends Board of County Commissioner approval of the attached contract with City of Cascade Locks, for the period upon execution through June 30, 1995.

II. Background/Analysis: The Housing and Community Services Division is contracting with the City of Cascade Locks in order to provide a payment mechanism to reimburse the City for home energy supplied to low income households authorized for a benefit under the Low Income Energy Assistance Program (LIEAP).

The LIEAP program is administered by the Division, with client eligibility and payment levels determined by contracted community service centers. Households choose a supplier; the centers authorize payment, and the Division/County pays the energy suppliers.

In the past, the State managed the supplier payment process. This fiscal year, that function was turned over to local community action agencies. This contract, which does not commit a specific level of funding, allows the County to pay the City for energy supplied in accordance to authorizations.

III. Financial Impact: none

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The County is the designated Community Action Agency for Multnomah County; the LIEAP program is one of the federally-funded anti-poverty programs managed by the Community Action Agency.

VII. Citizen Participation: Oversight of the LIEAP program is through the Community Action Commission.

VIII. Other Government Participation: The contract involves the City of Cascade Locks.

cclbcc.srs



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104334
Amendment # —

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-7</u> DATE <u>12/23/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	---

Department Social Services Division Hsg & Community Svcs Date 12/6/93
 Contract Originator Nancy Culver Phone 248-5464 Bldg/Room B161/2nd
 Administrative Contact Cilla Murray Phone 248-5464 Bldg/Room B161/2nd
 Description of Contract Sets up payment mechanism with energy supplier for energy provided to eligible households under LIEAP program.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date _____
 ORS/AR # _____ Contractor is MBE WBE ORF

Contractor Name City of Cascade Locks
 Mailing Address PO Box 308
Cascade Locks, OR 97014
 Phone (503) 374-8484
 Employer ID# or SS# 93-6002134
 Effective Date Upon Execution
 Termination Date June 30, 1995
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ Requirements

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ Per Invoice Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ 20,000

REQUIRED SIGNATURES:
 Department Manager *Ronald A. [Signature]*
 Purchasing Director (Class II Contracts Only) _____
 County Counsel *[Signature]*
 County Chair / Sheriff *[Signature]*
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 12/10/93
 Date _____
 Date 12/7/93
 Date December 23, 1993
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1733			6060		1739	LIEAP Client Pay Requirements		
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

DEC 01 1993

MULTI COUNTY
HOUSING & COMMUNITY SERV

LOW INCOME ENERGY ASSISTANCE CONTRACT

BETWEEN: Multnomah County Housing and Community Services Division, Community Action Program (hereinafter called COUNTY)

AND: City of Cascade Locks (hereinafter called SUPPLIER)
PO Box 308
Cascade Locks, OR 97014
Federal Id #:

1. Recitals

WHEREAS, the parties want to provide a mechanism by which they can carry out the provisions of the Low Income Home Energy Assistance Program (hereinafter called LIEAP), and

WHEREAS, the parties want to assure that the funds available under this program are used in accordance with the requirements of Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35) and Title VI of the Human Services Reauthorization Act of 1984 (P.L. 98-558) and Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501) and

WHEREAS, no SUPPLIER shall be paid without signing an agreement for payment.

THEREFORE, in exchange for the mutual promises contained herein, the parties agree to the terms and conditions set forth below.

2. Definitions

a. An "Eligible Household" is one that has applied for and been approved for energy assistance by the COUNTY or designated LIEAP AGENCY by means of an Energy Assistance Authorization.

b. "Account Payments" are payments made by the COUNTY to the SUPPLIER on behalf of an Eligible Household and may include pre-payment for fuel prior to its delivery, payment for bills incurred by the Eligible Household prior to the date of the application for LIEAP assistance, and a line of credit for future usage.

c. "Energy Assistance Authorization" will contain the Eligible Household's utility account number(s), the name of the household applying for energy assistance, the name appearing on the SUPPLIER account for the Eligible Household, the address of the Eligible Household, the amount of the energy assistance for which the household is eligible.

d. "LIEAP AGENCY" refers to the community service center designated by COUNTY to conduct customer intakes, determine eligibility, complete Energy Assistance Authorizations, and serve as a contact for the SUPPLIER and the Eligible Household.

3. LIEAP AGENCY Responsibilities

a. The LIEAP AGENCY will notify the SUPPLIER and COUNTY of payments to be made on behalf of an Eligible Household with an Energy Assistance Authorization. This notification may be oral, but will always be verified with a written authorization. Notification to the COUNTY must be made within fifteen (15) days of eligibility determination.

b. The LIEAP AGENCY will notify all Eligible Households of the amount of Account Payments made on their behalf to a SUPPLIER.

c. The LIEAP AGENCY will respond to concerns raised by Eligible Households and/or SUPPLIER, as needed.

4. COUNTY Responsibilities

a. As long as there are sufficient funds available, the COUNTY shall pay all valid Energy Assistance Authorizations promptly, within 30 days of notice from the LIEAP AGENCY that a household is eligible and authorized to receive a payment.

b. The COUNTY shall keep the SUPPLIER informed in a timely manner of any relevant changes in LIEAP operation caused by changes in federal or state law.

5. SUPPLIER Responsibilities

a. The SUPPLIER may refer its customers to the designated LIEAP AGENCY for assistance.

b. The SUPPLIER may only charge an Eligible Household, in the normal billing process, the difference, if any, between the actual cost of the home energy used by that Eligible Household and the Account Payment.

c. The SUPPLIER shall not discriminate, either in the cost of goods supplied or the services provided (including service charges, reconnection charges, and payment plan arrangements) against the Eligible Household.

d. No Eligible Household receiving assistance under LIEAP will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

e. If the SUPPLIER is a PUC regulated utility, it shall comply with all Public Utility Commission laws and rules regarding deposits, payment procedures, termination and restoration of home energy service.

f. A credit notation will be promptly applied by the SUPPLIER to the Eligible Household's account as soon as the SUPPLIER receives an Energy Assistance Authorization. If possible, a line identifying the payment as LIEAP funds will appear on the billing statement after the Account Payment has been received by the SUPPLIER and as long as any portion of the Account Payment is being carried as a credit. Account Payments will be credited to the Eligible Household's account promptly after being received by the SUPPLIER and in no event later than the next billing cycle. If the Eligible Household's Account billing includes items other than energy charges, Account Payments may only be applied as a credit toward energy charges. If the Account Payment or credit cannot be applied to energy charges, the balance remaining shall be returned to the Eligible Household within 30 days after the SUPPLIER receives the Account Payment.

g. If the SUPPLIER has received notification of an Account Payment and does not receive it within 45 days, the SUPPLIER shall contact the COUNTY.

h. A reconnection charge or security deposit will not be charged to any Eligible Household except where such charges were SUPPLIER policy prior to October 1, 1993. LIEAP payments can be applied to those charges, if necessary. All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement.

- i. Delivery of bulk fuel shall be made after the SUPPLIER receives an oral or written Energy Assistance Authorization. Verification of delivery to an Eligible Household may be required by the COUNTY before an Account Payment is made. If the Eligible Household has an existing account with the SUPPLIER and a balance is still owed after the Account Payment is applied, the SUPPLIER should develop a payment plan with the Eligible Household.
- j. Bulk fuel deliveries will be made in accordance with the normal business practices of the SUPPLIER. No deliveries, except those agreed to by the SUPPLIER and the LIEAP AGENCY, will be made on Saturdays, Sundays or Holidays.
- k. The SUPPLIER shall only charge the Eligible Households up to its posted cash price as of the date of delivery. No interest shall be charged to the Eligible Household between the date of notification of the household's eligibility and the date the SUPPLIER receives the Account Payment.
- l. In the event that bulk fuel cannot be delivered in whole or in part by the SUPPLIER, the LIEAP AGENCY will be notified immediately. If an Account Payment has been made, the full or partial amount of the Account Payment shall be returned within 20 days of the receipt of the funds to the Eligible Household or forwarded to the new SUPPLIER at the Eligible Household's request.
- m. In the event that services cannot be delivered by the SUPPLIER because the Eligible Household has been disconnected for non-payment of service and cannot be reconnected because the Eligible Household will not enter into a payment agreement under terms acceptable to the SUPPLIER, the SUPPLIER will send to the Eligible Household any Account Payment received by the SUPPLIER on behalf of the Eligible Household within 10 days after the date on which a payment agreement could not be reached. If the SUPPLIER has not yet received the Account Payment, the SUPPLIER will notify the COUNTY to send the payment directly to the Eligible Household.
- n. In the event the Eligible Household voluntarily discontinues service after notification of eligibility by the LIEAP AGENCY, the SUPPLIER shall return to the Eligible Household any unused portion of any Account Payment received by SUPPLIER on behalf of the Eligible Household or forward the balance to the new SUPPLIER at the Eligible Household's request. This shall be done prior to the next billing cycle.
- o. In the event that the Eligible Household cannot be located after service has been discontinued, the unused portion of the Account Payment shall be returned to the COUNTY as soon as possible and in no event later than 45 days after the discontinuance of service. All payments returned to the COUNTY shall be accompanied by a notification showing the SUPPLIER name, the Eligible Household's name, the amount returned on behalf of the Eligible Household, the date of and reason for return.
- p. In the event of the death of the customer after notification of eligibility, the Account Payments belong to the estate of the deceased. If there is no estate, the Account Payment shall be returned to the COUNTY with the notification set out in Section o. above.
- q. The SUPPLIER shall maintain an adequate accounting system to allow verification of the amount of home energy delivered to Eligible Households with Account Payments. Auditors and/or investigators of the COUNTY, Oregon Housing and Community Services Department, the Secretary of State's Office of the State of Oregon, or the federal government, shall be allowed access to LIEAP records the SUPPLIER may have which the auditors or investigators determine are directly pertinent to this contract and reasonably needed to monitor and review the SUPPLIER's compliance with the provisions of this agreement. The SUPPLIER shall cooperate in the conduct of such reviews.
- r. If requested by the Eligible Household, the COUNTY or LIEAP AGENCY will request SUPPLIER to provide, at no cost to the COUNTY, LIEAP AGENCY, or the Eligible Household, an annual consumption record of the Eligible Household.

- s. The SUPPLIER shall send copies of this contract to all its branch offices.
- t. The SUPPLIER shall assist the LIEAP AGENCY in resolving energy crises of Eligible Households within 18 hours after notification by the Eligible Household to the LIEAP AGENCY if the Eligible Household is in a life-threatening situation and within 48 hours after notification by the Eligible Household to the LIEAP AGENCY if the Eligible Household is in a crisis situation. If the SUPPLIER is unable to assist the Eligible Household within these time limits, a written explanation of the reason(s) for non-compliance will be prepared by the SUPPLIER and submitted to the LIEAP AGENCY for placement in the Eligible Household's file.

6. Termination

- a. This contract shall terminate upon the earliest to occur of the following events:
 - 1) A change in the requirements of Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501),
 - 2) A change in the federal or state regulations promulgated under the act,
 - 3) A change in the state plan for administering LIEAP,
 - 4) Thirty days' written notice of termination by either party,
 - 5) Mutual consent of both parties,
 - 6) Any license or certificate required by law or regulation to be held by the SUPPLIER to provide the services required by this contract is for any reason denied, revoked, or not renewed.
- b. Termination by either party shall not discharge any obligation owed by either party to the other or to an Eligible Household or any liability which has accrued prior to termination.
- c. The COUNTY, by written notice of default (including breach of contract) to the SUPPLIER may terminate the whole or any part of this contract if the SUPPLIER fails to perform any of the provisions of this contract in accordance with its terms, and after receipt of written notice from the COUNTY fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.
- d. The rights and remedies of the COUNTY provided in the above clause related to defaults (including breach of contract) by the SUPPLIER shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7. Subcontracts

The SUPPLIER shall not enter into any subcontracts for any of the services provided under this contract without obtaining prior written approval from the COUNTY.

8. Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever except by written instrument signed by the parties.

9. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

10. Severability

If any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. Assignment

The SUPPLIER shall not assign or transfer its interest in this contract without the express written consent of the COUNTY.

12. Waiver

The failure of the COUNTY to enforce any provision of this contract shall not constitute a waiver by the COUNTY of that or any other provision.

13. State Tort Claims Act

The SUPPLIER is not an officer, employee, or agent of the COUNTY or state as those terms are used in ORS 30.265.

14. Indemnity

The SUPPLIER shall save and hold harmless the COUNTY, its officers, agents, employees and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the SUPPLIER or its subcontractors, agents, or employees under this contract.

15. Successors In Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Attorney's Fees

The prevailing party in any lawsuit on this contract shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Force Majeure

The SUPPLIER shall not be held responsible for delay or default caused by fire, riots, acts of nature and war which were beyond the reasonable control of the SUPPLIER.

18. Choice Of Law

This contract shall be construed in accordance with the laws of the State of Oregon.

19. Effective Date

This contract is effective upon execution by both parties and continues until June 30, 1995 unless terminated earlier by either party.

20. Merger

This contract constitutes the entire contract between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The supplier, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

21. Funding

The COUNTY has a maximum of around \$2.4 million available to finance this program. SUPPLIER fully understands that the COUNTY will enter into like agreements with other suppliers under this program to more completely provide energy assistance in the community.

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

MULTNOMAH COUNTY

BY *Raynell A. Eric* 11/10/93
Division Director, Interim Date

CITY OF CASCADE LOCKS

BY *George R. Lewis* 11-30-93
Signature Date

George R. Lewis

Printed Name

City Administrator

Title

BY *Beverly Stein* 12/23/93
Beverly Stein Date
Multnomah County Chair

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

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

BY *Matthew O. Ryan* 12/7/93
Matthew O. Ryan Date

MEETING DATE: DEC 23 1993
AGENDA NO: C-8

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement with the State of Oregon, Department of Veterans Affairs

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

REGULAR BRIEFING Date Requested: _____
Amount of Time Needed: 5 Minutes

DEPARTMENT: Social Services DIVISION: Housing & Community Svcs

CONTACT: Rey España TELEPHONE: 248-5464
BLDG/ROOM: B161/2nd

PERSON(S) MAKING PRESENTATION: Rey España/Bill Thomas

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This contract is part of approximately 52 Low Income Energy Assistance Program (LIEAP) contracts that Multnomah County has inherited from the State of Oregon. These contracts allow the current-standing LIEAP suppliers to continue to receive payments for eligible households. This particular agreement allows the Department of Veterans Affairs to ensure that low income households receive home fuel.

12/28/93 originals to Nancy Culver

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Reynolds A. Z...*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 DEC 15 AM 10:45
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS



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

MEMORANDUM

TO: Board of County Commissioners

FROM: Rey España, Interim Director
Housing and Community Services Division 

DATE: December 7, 1993

SUBJECT: Approval of an Intergovernmental Agreement with the State of Oregon
Department of Veterans Affairs

I. Recommendation/Action Requested: The Housing and Community Services Division, Community Action Program recommends County Chair approval of the attached contract with the State of Oregon, Department of Veterans Affairs, for the period upon execution through June 30, 1995.

II. Background/Analysis: The attached contract with the Department of Veterans Affairs allows Housing to pay home energy suppliers on behalf of low income households approved for Low Income Energy Assistance (LIEAP) payments. Eligibility determinations and authorization of payments are conducted by designated "LIEAP Agencies", or the Community Action Community Service Centers. The Division receives the authorizations from the centers and pays the home energy supplier. The eligible household determines from which company it will purchase fuel. Housing and Community Services shall pay the vendors directly for energy assistance provided.

Prior to this fiscal year, the State maintained these contracts. With this fiscal year, the contracting with vendors was turned over to the local Community Action Agencies. These contracts allow the current-standing LIEAP suppliers to continue to receive payments for eligible households.

The supplier contracts are issued on a requirements basis, since it is at the client's discretion which supplier to use. The maximum per contract is \$2 million, the projected federal allocation for LIEAP assistance.

III. Financial Impact: Funds for this contract are included in the Housing and Community Services Division budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: The LIEAP contracts are pending an RFP exemption (see attached letter).

VII. Citizen Participation: none

VIII. Other Government Participation: none

lvvet.srs



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104344
Amendment #

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p style="text-align: center;">CLASS II</p> <input checked="" type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-8</u> DATE <u>12/23/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	---	--

Department Social Services Division Housing Date 12/ 7/93
 Contract Originator Nancy Culver Phone 5464 Bldg/Room 161/2
 Administrative Contact Sheila Conroy Phone 5464 Bldg/Room 161/2
 Description of Contract Authorizes home energy suppliers to receive LIEAP payments for energy assistance provided to low-income customers.

RFP/BID # _____ Date of RFP/BID _____ Exemption Exp. Date Pending
 ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Department of Veterans Affairs
 Mailing Address 700 Summer Street NE Suite 150
Salem OR 97310
 Phone 93-6001957 (TAX ID #)
 Employer ID# or SS# (See above)
 Effective Date Upon Execution
 Termination Date June 30, 1995
 Original Contract Amount \$ _____
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____ Requirements

Attn: Kathy Andreas
 Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ 45 Days Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ 20,000

REQUIRED SIGNATURES:
 Department Manager *Reginald A. ...*
 Purchasing Director (Class II Contracts Only) _____
 County Counsel *William ...*
 County Chair / Sheriff *Wendy ...*
 Contract Administration (Class I, Class II Contracts Only) _____

Encumber: Yes No
 Date 12/9/93
 Date _____
 Date 12/10/93
 Date December 23, 1993
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	1733			6060		1739	LIEAP Cl Pays	Req.	
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

104-311

LOW INCOME ENERGY ASSISTANCE CONTRACT

BETWEEN: Multnomah County Housing and Communiity Services Division, Community Action Program (hereinafter called COUNTY)

AND: Department of Veterans Affairs (hereinafter called SUPPLIER)
700 Summer St., NE, Suite 150
Salem, Oregon 97310

Federal ID: 93-6001957

RECEIVED

DEC 06 1993

MULTNOMAH COUNTY
HOUSING & COMMUNITY SERV.

1. Recitals

WHEREAS, the parties want to provide a mechanism by which they can carry out the provisions of the Low Income Home Energy Assistance Program (hereinafter called LIEAP), and

WHEREAS, the parties want to assure that the funds available under this program are used in accordance with the requirements of Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (P.L. 97-35) and Title VI of the Human Services Reauthorization Act of 1984 (P.L. 98-558) and Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501) and

WHEREAS, no SUPPLIER shall be paid without signing an agreement for payment.

THEREFORE, in exchange for the mutual promises contained herein, the parties agree to the terms and conditions set forth below.

2. Definitions

a. An "Eligible Household" is one that has applied for and been approved for energy assistance by the COUNTY or designated LIEAP AGENCY by means of an Energy Assistance Authorization.

b. "Account Payments" are payments made by the COUNTY to the SUPPLIER on behalf of an Eligible Household and may include pre-payment for fuel prior to its delivery, payment for bills incurred by the Eligible Household prior to the date of the application for LIEAP assistance, and a line of credit for future usage.

c. "Energy Assistance Authorization" will contain the Eligible Household's utility account number(s), the name of the household applying for energy assistance, the name appearing on the SUPPLIER account for the Eligible Household, the address of the Eligible Household, the amount of the energy assistance for which the household is eligible.

d. "LIEAP AGENCY" refers to the community service center designated by COUNTY to conduct customer intakes, determine eligibility, complete Energy Assistance Authorizations, and serve as a contact for the SUPPLIER and the Eligible Household.

3. LIEAP AGENCY Responsibilities

a. The LIEAP AGENCY will notify the SUPPLIER and COUNTY of payments to be made on behalf of an Eligible Household with an Energy Assistance Authorization. This notification may be oral, but will always be verified with a written authorization. Notification to the COUNTY must be made within fifteen (15) days of eligibility determination.

b. The LIEAP AGENCY will notify all Eligible Households of the amount of Account Payments made on their behalf to a SUPPLIER.

c. The LIEAP AGENCY will respond to concerns raised by Eligible Households and/or SUPPLIER, as needed.

4. COUNTY Responsibilities

a. As long as there are sufficient funds available, the COUNTY shall pay all valid Energy Assistance Authorizations promptly, within 30 days of notice from the LIEAP AGENCY that a household is eligible and authorized to receive a payment.

b. The COUNTY shall keep the SUPPLIER informed in a timely manner of any relevant changes in LIEAP operation caused by changes in federal or state law.

5. SUPPLIER Responsibilities

a. The SUPPLIER may refer its customers to the designated LIEAP AGENCY for assistance.

b. The SUPPLIER may only charge an Eligible Household, in the normal billing process, the difference, if any, between the actual cost of the home energy used by that Eligible Household and the Account Payment.

c. The SUPPLIER shall not discriminate, either in the cost of goods supplied or the services provided (including service charges, reconnection charges, and payment plan arrangements) against the Eligible Household.

d. No Eligible Household receiving assistance under LIEAP will be treated adversely because of such assistance under applicable provisions of state law or public regulatory requirements.

e. If the SUPPLIER is a PUC regulated utility, it shall comply with all Public Utility Commission laws and rules regarding deposits, payment procedures, termination and restoration of home energy service.

f. A credit notation will be promptly applied by the SUPPLIER to the Eligible Household's account as soon as the SUPPLIER receives an Energy Assistance Authorization. If possible, a line identifying the payment as LIEAP funds will appear on the billing statement after the Account Payment has been received by the SUPPLIER and as long as any portion of the Account Payment is being carried as a credit. Account Payments will be credited to the Eligible Household's account promptly after being received by the SUPPLIER and in no event later than the next billing cycle. If the Eligible Household's Account billing includes items other than energy charges, Account Payments may only be applied as a credit toward energy charges. If the Account Payment or credit cannot be applied to energy charges, the balance remaining shall be returned to the Eligible Household within 30 days after the SUPPLIER receives the Account Payment.

g. If the SUPPLIER has received notification of an Account Payment and does not receive it within 45 days, the SUPPLIER shall contact the COUNTY.

h. A reconnection charge or security deposit will not be charged to any Eligible Household except where such charges were SUPPLIER policy prior to October 1, 1993. LIEAP payments can be applied to those

charges, if necessary. All deposits and accrued interest become the property of the Eligible Household and shall be returned to the Eligible Household at the time specified in the deposit agreement.

i. Delivery of bulk fuel shall be made after the SUPPLIER receives an oral or written Energy Assistance Authorization. Verification of delivery to an Eligible Household may be required by the COUNTY before an Account Payment is made. If the Eligible Household has an existing account with the SUPPLIER and a balance is still owed after the Account Payment is applied, the SUPPLIER should develop a payment plan with the Eligible Household.

- j. Bulk fuel deliveries will be made in accordance with the normal business practices of the SUPPLIER. No deliveries, except those agreed to by the SUPPLIER and the LIEAP AGENCY, will be made on Saturdays, Sundays or Holidays.
- k. The SUPPLIER shall only charge the Eligible Households up to its posted cash price as of the date of delivery. No interest shall be charged to the Eligible Household between the date of notification of the household's eligibility and the date the SUPPLIER receives the Account Payment.
- l. In the event that bulk fuel cannot be delivered in whole or in part by the SUPPLIER, the LIEAP AGENCY will be notified immediately. If an Account Payment has been made, the full or partial amount of the Account Payment shall be returned within 20 days of the receipt of the funds to the Eligible Household or forwarded to the new SUPPLIER at the Eligible Household's request.
- m. In the event that services cannot be delivered by the SUPPLIER because the Eligible Household has been disconnected for non-payment of service and cannot be reconnected because the Eligible Household will not enter into a payment agreement under terms acceptable to the SUPPLIER, the SUPPLIER will send to the Eligible Household any Account Payment received by the SUPPLIER on behalf of the Eligible Household within 10 days after the date on which a payment agreement could not be reached. If the SUPPLIER has not yet received the Account Payment, the SUPPLIER will notify the COUNTY to send the payment directly to the Eligible Household.
- n. In the event the Eligible Household voluntarily discontinues service after notification of eligibility by the LIEAP AGENCY, the SUPPLIER shall return to the Eligible Household any unused portion of any Account Payment received by SUPPLIER on behalf of the Eligible Household or forward the balance to the new SUPPLIER at the Eligible Household's request. This shall be done prior to the next billing cycle.
- o. In the event that the Eligible Household cannot be located after service has been discontinued, the unused portion of the Account Payment shall be returned to the COUNTY as soon as possible and in no event later than 45 days after the discontinuance of service. All payments returned to the COUNTY shall be accompanied by a notification showing the SUPPLIER name, the Eligible Household's name, the amount returned on behalf of the Eligible Household, the date of and reason for return.
- p. In the event of the death of the customer after notification of eligibility, the Account Payments belong to the estate of the deceased. If there is no estate, the Account Payment shall be returned to the COUNTY with the notification set out in Section o. above.
- q. The SUPPLIER shall maintain an adequate accounting system to allow verification of the amount of home energy delivered to Eligible Households with Account Payments. Auditors and/or investigators of the COUNTY, Oregon Housing and Community Services Department, the Secretary of State's Office of the State of Oregon, or the federal government, shall be allowed access to LIEAP records the SUPPLIER may have which the auditors or investigators determine are directly pertinent to this contract and reasonably needed to monitor and review the SUPPLIER's compliance with the provisions of this agreement. The SUPPLIER shall cooperate in the conduct of such reviews.
- r. If requested by the Eligible Household, the COUNTY or LIEAP AGENCY will request SUPPLIER to provide, at no cost to the COUNTY, LIEAP AGENCY, or the Eligible Household, an annual consumption record of the Eligible Household.
- s. The SUPPLIER shall send copies of this contract to all its branch offices.
- t. The SUPPLIER shall assist the LIEAP AGENCY in resolving energy crises of Eligible Households within 18 hours after notification by the Eligible Household to the LIEAP AGENCY if the Eligible Household is in a life-threatening situation and within 48 hours after notification by the Eligible Household to the LIEAP AGENCY if the Eligible Household is in a crisis situation. If the SUPPLIER is unable to assist the Eligible Household within these time limits, a written explanation of the reason(s) for non-compliance will be prepared by the SUPPLIER and submitted to the LIEAP AGENCY for placement in the Eligible Household's file.

6. Termination

a. This contract shall terminate upon the earliest to occur of the following events:

- 1) A change in the requirements of Title VII of the Augustus F. Hawkins Human Services Reauthorization Act of 1990 (P.L. 101-501),
- 2) A change in the federal or state regulations promulgated under the act,
- 3) A change in the state plan for administering LIEAP,
- 4) Thirty days' written notice of termination by either party,
- 5) Mutual consent of both parties,
- 6) Any license or certificate required by law or regulation to be held by the SUPPLIER to provide the services required by this contract is for any reason denied, revoked, or not renewed.

b. Termination by either party shall not discharge any obligation owed by either party to the other or to an Eligible Household or any liability which has accrued prior to termination.

c. The COUNTY, by written notice of default (including breach of contract) to the SUPPLIER may terminate the whole or any part of this contract if the SUPPLIER fails to perform any of the provisions of this contract in accordance with its terms, and after receipt of written notice from the COUNTY fails to correct such failures within 10 days or such longer period as the COUNTY may authorize.

d. The rights and remedies of the COUNTY provided in the above clause related to defaults (including breach of contract) by the SUPPLIER shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

7. Subcontracts

The SUPPLIER shall not enter into any subcontracts for any of the services provided under this contract without obtaining prior written approval from the COUNTY.

8. Amendments

The terms of this contract shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever except by written instrument signed by the parties.

9. Execution and Counterparts

This contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

10. Severability

If any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. Assignment

The SUPPLIER shall not assign or transfer its interest in this contract without the express written consent of the COUNTY.

12. Waiver

The failure of the COUNTY to enforce any provision of this contract shall not constitute a waiver by the COUNTY of that or any other provision.

13. State Tort Claims Act

The SUPPLIER is not an officer, employee, or agent of the COUNTY or state as those terms are used in ORS 30.265.

14. Indemnity

The SUPPLIER shall save and hold harmless the COUNTY, its officers, agents, employees and members from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the SUPPLIER or its subcontractors, agents, or employees under this contract.

15. Successors In Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

16. Attorney's Fees

The prevailing party in any lawsuit on this contract shall be entitled to such additional sums as the court may adjudge for reasonable attorney's fees at trial and upon appeal and to all costs and disbursements incurred therein.

17. Force Majeure

The SUPPLIER shall not be held responsible for delay or default caused by fire, riots, acts of nature and war which were beyond the reasonable control of the SUPPLIER.

18. Choice Of Law

This contract shall be construed in accordance with the laws of the State of Oregon.

19. Effective Date

This contract is effective upon execution by both parties and continues until June 30, 1995 unless terminated earlier by either party.

20. Merger

This contract constitutes the entire contract between the parties. No waiver, consent, modification or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The supplier, by the signature below of its authorized representative, hereby acknowledges that it has read this contract, understands it, and agrees to be bound by its terms and conditions.

21. Funding

The COUNTY has a maximum of around \$2.4 million available to finance this program. SUPPLIER fully understands that the COUNTY will enter into like agreements with other suppliers under this program to more completely provide energy assistance in the community.

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

MULTNOMAH COUNTY

HOME ENERGY SUPPLIER

BY Raymond A. Egan 12/19/93
Division Director, Interim Date

BY Kathy Andreas 12-3-93
Signature Date

Kathy Andreas
Printed Name

BY Beverly Stein 12/23/93
Beverly Stein Date
Multnomah County Chair

Conservatorship Manager
Title

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

BY Matthew O. Ryan 12/10/93
Matthew O. Ryan Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

MEETING DATE: DEC 23 1993

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Rich Payne TELEPHONE #: 248-3632

BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Rich Payne

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15374.

Deed D940973 and Board Orders attached.

12/27/93 originals to Bev Scott

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Betsy H. Willie*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 15 AM 10:45

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of)
Deed D940973 Upon Complete Performance of) ORDER
a Contract to) 93-391
WILLIAM J. LAMBERT)
JENNY M. LAMBERT)

It appearing that heretofore, on June 30, 1986, Multnomah County entered into a contract with WILLIAM J. LAMBERT and JENNY M. LAMBERT for the sale of the real property hereinafter described; and

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

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

WOODLAWN
LOT 6, BLOCK 29

Dated at Portland, Oregon this 23rd day of December, 1993.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein
Beverly Stein, Chair

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

By *John L. DuBay*
John L. DuBay

DEED D940973

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to WILLIAM J. LAMBERT and JENNY M. LAMBERT, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

WOODLAWN
LOT 6, BLOCK 29

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,851.20.

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:

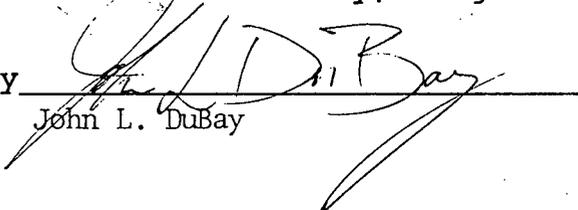
1152 NE LENORE ST
PORTLAND OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 23rd day of December, 1993, by authority of an Order of the Board of County Commissioners heretofore entered of record.

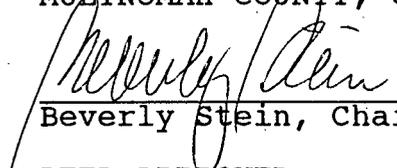


REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BY


John L. DuBay

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Beverly Stein, Chair

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

BY

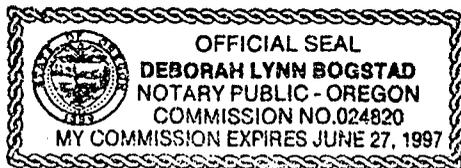


After recording, return to Multnomah County Tax Title (166/200)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 23rd day of December, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

MEETING DATE: DEC 23 1993

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of amendment to agreement with City of Portland

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes or less

DEPARTMENT: HEALTH DIVISION: _____

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

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of this amendment to contract # 201403 will extend the termination date of the contract from December 31, 1993 to March 31, 1994. The original agreement arranges for the county to provide the City with Bloodborne Pathogen Program services as required by Oregon OSHA.

12/28/93 originals to Herman Brane

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Adgaard

MULTIPLIPLY COUNTY
OREGON
1993 DEC 15 AM 10:44
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION - FISCAL SERVICES
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3625
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill *Bill* Odegaard
REQUESTED PLACEMENT DATE: December 23, 1993
DATE: December 3, 1993
SUBJECT: Amendment of contract with City of Portland

- I. Recommendation/Action Requested: The Board is requested to approve this amendment extending the termination date of the contract from December 31, 1993 to March 31, 1994.
- II. Background/Analysis: The original contract arranges for the county to provide the city with bloodborne pathogen program services. Oregon OSHA requires all employers with employees performing job duties with potential exposure to blood, body fluids, and potentially infectious materials have a bloodborne pathogen program in place.
- III. Financial Impact: The city will continue to pay the county \$227/person and \$35 per consult/record review.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to work cooperatively with other governmental entities.
- VII. Citizens Participation: None
- VIII. Other Government Participation: None



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201403
Amendment # 1

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-10</u> DATE <u>12/23/93</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p> <p>REVENUE</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator BRAME Phone x2670 Bldg/Room 160/2

Administrative Contact FRONK Phone x4274 Bldg/Room 160/7

Description of Contract Extend termination date to March 31, 1994.
No change in compensation.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
Mailing Address 1120 S.W. Fifth Ave, Rm. Portland, Oregon 97204-1965
Phone (503) 823-5389
Employer ID# or SS# _____
Effective Date Upon Execution
Termination Date March 31, 1994
Original Contract Amount \$ REQUIREMENTS
Total Amount of Previous Amendments \$ _____
Amount of Amendment \$ _____
Total Amount of Agreement \$ _____

#1012
Remittance Address _____
(If Different) _____
Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ Quarterly 227/person Other _____
 Requirements contract - Requisition required.
Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
Department Manager Belli Odgaard
Purchasing Director _____
(Class II Contracts Only)
County Counsel [Signature]
County Chair / Sheriff [Signature]
Contract Administration _____
(Class I, Class II Contracts Only)

Encumber: Yes No
Date 10/6/93
Date _____
Date 12-9-93
Date December 23, 1993
Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	015	0446			2773		0393	Requirements		
02.											
03.											

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

AMENDMENT NO 1 TO
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the ___ day
of _____, 1993, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"),
and the City of Portland (hereinafter "CITY").

W I T N E S S E T H:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain Agreement
dated January 14, 1993, entitled Intergovernmental Agreement Between City of
Portland and Multnomah County (hereinafter "Agreement"); and

WHEREAS, the parties mutually desire to amend said Agreement in the manner
hereinafter set forth;

NOW, THEREFORE, the parties agree as follows:

Amend section I. Term to read:

The term of this Agreement shall be from the date it is signed through
March 31, 1994.

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

CITY OF PORTLAND, OREGON

By: _____
Very M. Katz, Mayor

Date: _____

By: _____
Barbara Clark, City Auditor

Date: _____

By: _____
William W. Manlove, III
City Attorney, Deputy

Date: _____

MULTNOMAH COUNTY, OREGON

By: _____
Beverly Stein, County Chair

Date: December 23, 1993

HEALTH DEPARTMENT

By: _____
Billi Odegaard, Director

Date: 12/6/93

By: _____
Program Manager

Date: 12-3-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: _____
H. H. Lazenby, Jr.

Date: 12-5-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF PORTLAND
AND
MULTNOMAH COUNTY

This agreement, entered into as of the date it is signed by and between Multnomah County, by and through the Multnomah County Health Department, herein after referred to as the "County" and the City of Portland, hereinafter referred to as the "City."

RECITALS

1. Oregon OSHA requires all employers with employees performing job duties with potential exposure to blood, body fluids, and potentially infectious materials have a Bloodborne Pathogen program in place by November 1, 1992.
2. A Bloodborne Pathogen program shall provide education, training and offer HBV vaccinations to identified employees.
3. The basic responsibility of the City and County is to coordinate efforts to develop and deliver a quality program thereby demonstrating sincere concern for the health and safety of the City employees under the jurisdiction of this program.

NOW, THEREFORE, the parties agree as follows:

- I. Term
The term of this Agreement shall be from the date it is signed through December 31, 1993.

- II. Scope of Agreement

Description of Responsibilities

The County services under this Agreement will consist of the following:

- (1) Assistance and guidance in the completion of the Exposure Control Plan for all units as need is determined. Specifically to include exposure group identification. This Plan is the written program required by Oregon OSHA.
- (2) Initial Bloodborne Pathogen training for all current employees in classifications where exposure to blood or body fluids is a possibility (exposure group as defined in 29 CFR 1910.1030). The training curriculum is attached in Exhibit A.
- (3) Hepatitis B vaccination to employees identified in (2) above. (Employees may opt to sign a refusal form if they wish to decline the vaccination series.)
- (4) The County shall provide materials and services necessary for the implementation and delivery of training and vaccinations for this program.
- (5) Consultation and guidance regarding Occupational Safety & Health Administration (OSHA) Bloodborne Pathogen compliance (i.e., amendments to OSHA regulations).
- (6) Recordkeeping of training, vaccinations, vaccination refusal, and post-exposure evaluations and follow-up will be maintained by the County in a confidential manner as defined in 29 CFR 1910.20, copies of these records will be made available to the City as appropriate (i.e., workers' compensation claim).
- (7) The County shall be responsible for all personnel services costs (including all salary, benefits, workers' compensation insurance) of the County staff.

(8) Post exposure follow-up and investigation to track source individual.

To assist the County in carrying out its obligation hereunder, the City shall perform the services set out below:

(9) Assist in gathering information specific to the Exposure Control Plan.

(10) Assist in coordinating and delivering training. Specifically, the City will deliver the segment regarding site specific information (i.e., availability and location of personal protective equipment, first aid kits, etc.)

(11) Define the time frames for program implementation in coordination with the County.

(12) The City agrees to pay the County a maximum of \$227/person based on usage of the following terms:

- | | |
|---|-------|
| (a) Training | \$127 |
| (b) Vaccination | \$100 |
| (c) Consult/record review (Police Bureau) | \$35 |

(13) The County will bill the City quarterly for services rendered in the previous quarter based on the fee schedule provided in II.(12), above.

(14) The City shall be responsible for all personnel services costs (including all salary, benefits, and workers' compensation insurance) of the City staff.

III. Early Termination of Agreement

(1) All or part of this contract may be terminated by mutual consent by both parties.

(2) Upon termination of this Agreement all County's work product completed under this contract will become and remain property of the City.

(3) Either City or County may terminate agreement on 90 days written notice to the other.

IV. Payment on Early Termination

In the event of termination under Section III., the County shall reimburse the City for actual materials and services incurred prior to termination pursuant to the County's obligation in II.A.4., above.

In the event of termination under Section III, the City and County shall reimburse one another for any personnel services costs adjustments agreed upon pursuant to II.A.7., above.

V. Amendment to Agreement

The City and County may amend this Agreement from time to time by mutual written agreement. Any amendment that increases compensation to the County must be approved by ordinance of City Council. The City Project Manager is authorized to approve all other amendments.

VI. City Project Manager

A. The City Project Manager shall be Barbara Aguon, Loss Control Specialist, or such other person as shall be designated in writing by the head of Risk Management.

B. The Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

VII. Compliance With Laws

A. In connection with its activities under this Agreement, County shall comply with all applicable federal, state, and local laws and regulations.

B. In the event County provides goods or services to the City in the aggregate in excess of \$2,500.00 per fiscal year, County agrees it has certified with the City's Equal Employment Opportunity certification process.

VIII. Subcontracting

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

IX. Workers' Compensation Insurance

A. The County, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation insurance overage for all subject workers. The City acknowledges the County is self-insured for Workers' Compensation insurance.

X. Indemnification

A. County shall defend, hold and save harmless the City, its officers, agents, and employees from damages arising out of the tortious acts of County, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

B. The City shall defend, hold and save harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of City, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

XI. Independent Contractor Status

County is an independent contractor and is solely responsible for the conduct of its programs. The County, its subcontractors, employees and agents shall not be deemed employees or agents of the City.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written.

CITY OF PORTLAND, OREGON

MULTNOMAH COUNTY

Vera M. Katz
Vera M. Katz
Mayor

Gladys McCoy
Gladys McCoy
Multnomah County Chair

Barbara Clark
Barbara Clark
City Auditor

APPROVED AS TO FORM:

William W. Manlove III
William W. Manlove III
City Attorney, Deputy

H. H. Lazenby, Jr.
H. H. Lazenby, Jr.
County Counsel

1-14-93
Date

1-14-93
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-4 DATE 1/28/93
DEB BOGSTAD
BOARD CLERK

Multnomah County Health Department
Staff Training Outline
Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
Why we're here	5 mins	<p><i>Introductions, Review Goals,</i> Goals:</p> <ol style="list-style-type: none"> 1. Know what OSHA requires 2. Know risk of occupational (personal?) exposure 3. Know how to prevent exposure and infection 4. Know skills & equipment necessary for prevention 5. Know site-specific Exposure Control Plan 6. Have opportunity to receive HBV immunization 7. Know exposure procedures 	<p>Overheads: 1.Intro 2.Goals</p> <p>Handouts: OSHA regs HBV info sheet</p>
Basis Presentation	25 mins		
Define BBP		<p><i>What are Bloodborne Pathogens (BBPs)?</i> Pathogenic microorganisms that are present in human blood and can cause disease or death in humans Ex: HBV, Hep C, HIV, Syphilis, Brucellosis, HTLV I & II, Malaria, CMV</p>	<p>Overheads: 3.What are BBPs</p>
		<p><i>Exposure vs. infection:</i> Exposure occurs when eye, mouth, mucus membrane, non-intact skin, or parenteral contact with blood or other potentially infectious material occurs. Infection occurs when a microorganism becomes established in the body with the potential for causing disease.</p>	<p>Overheads: 4.What is exposure 5.What is infection</p>
HIV/HBV		<p><i>Compare HIV and HBV:</i> Compare mode of transmission, risk of infection, target in the body, number of viruses in blood, vaccine availability</p>	<p>Overhead: 6.Compare HIV/HBV</p>

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
HIV Disease		<p><i>Define HIV and AIDS:</i> Affects immune system, CNS, and other systems of the body (digestive, etc)</p> <p>4 stages of disease: acute, asymptomatic, symptomatic, and AIDS</p> <p>Acute: Mononucleosis-like symptoms in some, lasts 6 months, testing window period</p> <p>Asymptomatic stage typically 5 - 10 years</p> <p>Symptomatic include: enlarged lymph nodes, night sweats, fatigue, opportunistic infections, cancer, weight loss</p> <p>Transmission in USA most common by: unprotected sexual contact, sharing of IV drug needles, infected mother to fetus or newborn child</p> <p>Transmission rarely caused by: - transfusion of blood products, occupational exposure</p> <p><i>Risk to HCWs:</i> -As of 6/30/90, 5,425 cases of AIDS in HCWs. Only 3 well-documented occupational exposures. 539 with incomplete info regarding potential occupational exposure. 66 of 539 reported non-occupational risk factors. Others still being investigated. Risk of infection through single needlestick is less than 1% (less than 1/200)</p> <p>* No vaccine or cure available, only treatment</p>	<p>Overheads: 7.What is HIV 8.HIV Symptoms</p>
HBV Disease		<p><i>HBV Symptoms and Progression:</i> Virus affects liver, can cause cirrhosis or liver cancer.</p>	<p>Overhead: 9.HBV Symptoms</p>

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
<p>Universal Precautions</p>		<p>Incubation period is usually 45 - 160 days, average of 60 - 90 days. Symptoms include anorexia, vague abdominal discomfort, nausea and vomiting, sometimes arthralgias and rash, often progressing to jaundice.</p> <p>CDC estimated 12,000 new HBV infections/year in HCWs who are occupationally exposed. 500 - 600 are hospitalized; 200 - 300 die/year due to chronic or acute HBV infection.</p> <p>Others become chronic carriers and can transmit HBV for indefinite period</p> <p><i>Define Universal Precaution and potentially infectious body fluids</i> : Semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood, and all body fluids in situations where it is difficult to impossible to differentiate between body fluids;</p> <p>2) Any unfixed tissue or organ (other than intact skin) from a human (living or dead); and</p> <p>3) HIV-containing cell or tissue cultures, organ cultures, and HIV-or HBV-containing culture medium or other solutions; and blood, organs, or other tissues from experimental animals infected with HIV or HBV.</p>	<p>Overhead: 10. Universal Precautions</p>

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
Exposure Control Plan		<p><i>Employer and Employee Responsibilities</i></p> <p><i>Overview of Exposure Control Plan:</i> Site-specific plan which identifies in writing tasks, procedures, job classifications where occupational exposure may occur. Sets forth schedule of implementation of standard, specifies procedures for evaluating circumstances regarding exposure incidents</p> <p>Must be accessible to employees and OSHA. To be reviewed and updated annually</p>	<p>Overheads: 11. Employer Resp. 12. Employee Resp.</p> <p>Overheads: 13. Overview 14. Site-specific</p>
Review Site Specific Plan		<p><i>Based on Universal Precautions - mandated</i> Assumes that all human blood and certain human body fluids are potentially infectious for HIV, HBV, and other BBPs</p> <p><i>Identifying Job Classifications</i> Look for employees who may have contact with blood or other infectious materials materials</p> <p>Review site specific classifications.</p>	

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
		<p><i>Identifying tasks/activities that may involve exposure</i></p> <p><i>Engineering and work practice controls</i> Handwashing available with antiseptic cleanser and clean towels or towelettes. * Emphasize the importance of regular thorough handwashing</p> <p>Sharps handling and disposal</p> <p>Prohibition of eating, drinking, smoking, applying cosmetics and contact lenses in potential exposure areas</p> <p>Specimen handling, transport and disposal</p> <p>Mouth pipetting not allowed</p> <p>Decontamination of potentially contaminated equipment</p> <p><i>Waste Management</i> * Used gloves * Soiled laundry * Bandages</p>	<p>Overheads: 15. Handling & disposal 16. Location of container Demo as needed</p> <p>Overhead: 17. Prohibited</p> <p>Overhead: 18. How to Handle</p> <p>Overheads: 19. Cleaning blood skin 20. Cleaning clothing 21. Cleaning spills 22. Infectious Waste Disposal</p>

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
		<p><i>Personal Protective Equipment</i></p> <ul style="list-style-type: none"> * Disposable gloves available <ul style="list-style-type: none"> - size - hypoallergenic or glove liners * Proper use of gloves * Utility gloves vs. other gloves * Face protection * Body clothing * Respiratory equipment <p><i>Housekeeping</i></p> <ul style="list-style-type: none"> * Written schedule for cleaning and decontaminating work sites <ul style="list-style-type: none"> - how to decontaminate * Equipment decontamination * Protective covers used appropriately * Waste receptacles inspected and decontaminated regularly * Disposal of broken glassware * Storage and processing of reusable sharps * Disposal and transport of contaminated sharps and sharps containers * Disposal of all regulated waste * Contaminated laundry and clothing * Blood spills 	<p>Overheads:</p> <p>23. How can you protect self HIV/HBV</p> <p>24. Universal Precautions PPE</p> <p>Overhead:</p> <p>25. Housekeeping Controls</p>

Multnomah County Health Department
Staff Training Outline
Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
HBV Vaccine		<p><i>Evaluation of Exposure Incidents</i></p> <ul style="list-style-type: none"> * Where to find policy * Contact person * General procedure <p><i>Post Exposure Evaluation and Follow-up</i></p> <ul style="list-style-type: none"> * General procedures <p><i>Hazards Communication - signs, labels</i></p> <ul style="list-style-type: none"> * Use of color-coded bio-hazard signs/labels to mark all hazardous materials and storage areas <p><i>Record Keeping</i></p> <ul style="list-style-type: none"> * Records kept on each employee with occupational exposure for 30 years after leave employer * Confidentiality kept - information only released with written consent of employee * Training records also kept by employer <ul style="list-style-type: none"> * Efficacy * Safety, benefits, and risks * Method of administration * No cost * Consent - if not consenting, must sign form. If employee decides later that they want the vaccine can receive it at no cost - consent is completely voluntary 	<p>Overhead: 26.Exposure Procedure</p> <p>Examples</p> <p>Overhead: 27.Record Keeping 28.What Records?</p> <p>Overhead: 29.HBV Vaccine Side Effects</p>

Multnomah County Health Department
 Staff Training Outline
 Bloodborne Pathogens

TOPIC	TIME	CONTENT	MATERIALS
Question & answer time	5 min	Open forum for questions	
Hazardous Communications	10 mins	Intro Plans for implementation Development of site work groups Plans for labeling materials Overview of requirements	
Wrap Up	2 mins	Who to call if have more questions Occupational Health Unit Oregon AIDS Hotline: 223-AIDS 1-800-777-AIDS	

ORDINANCE NO. 166298

*Intergovernmental Agreement with Multnomah County Health Department to provide bloodborne pathogen program services. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Oregon OSHA requires that by November-1, 1992 all employers with employees performing job duties with potential exposure to blood, body fluids and potentially infectious materials have a bloodborne pathogen program in place or face financial penalties for violation.
2. A Bloodborne Pathogens program shall provide education, training and offer HBV vaccinations to identified employees.
3. The Loss Control section of Risk Management, in conjunction with a subcommittee of the Loss Control Advisory Committee, has prepared a program overview and cost projections associated with implementation of a bloodborne pathogens program for City employees.
4. Risk Management has contacted several agencies in the Portland area to compare costs for a bloodborne pathogen program and has found that Multnomah County offers the lowest cost of those surveyed.
5. Section 5.68 of the City Code should be waived since Oregon Statutes provide for governmental agencies to contract among each other for services without benefit of public bidding.
6. Affected bureaus and their estimated share of the program costs are shown below:

Bureau of Police	\$118,665
Bureau of Parks	125,400
Environmental Services	31,350
Water	10,450
Transportation	
Traffic Management	7,106
Maintenance	31,350
General Services	
Fleet	15,675
Facilities Services	1,045
Electronic Services	<u>2,299</u>
Total	\$343,340

ORDINANCE No.

7. The Park Bureau has indicated concern about their ability to cover costs of the Bloodborne Pathogen Program within existing resources. They will be working with the Multnomah County Health Department to review their program to limit participation to only those employees whose jobs pose realistic, potential exposure. This review is expected to reduce the scope of the current Park program and result in expenditures below the high end estimate shown above. If they are unable to meet the costs of the program within existing resources following review of their program by the consultant, they indicate they may return to Council with a request for additional resources.

NOW, THEREFORE, the Council directs:

- a. The Mayor and Auditor are hereby authorized to execute an Intergovernmental Agreement, attached hereto as Exhibit A, with the Multnomah County Health Department to provide a bloodborne pathogen program for City employees.
- b. The Mayor and Auditor are hereby authorized to draw and deliver warrants in an amount not to exceed \$343,340.
- c. Section 5.68 of the City Code is hereby waived.
- d. The Bureau of Financial Planning is hereby directed to review with the Parks and Police Bureaus actual costs of the program and budget status in conjunction with the third quarter budget report. If the bureaus can demonstrate that they are unable to absorb the actual costs, a request for a General Fund Contingency transfer will be included as part of the third quarter report for Council consideration.

Section 2. The Council declares that an emergency exists in order that the Bloodborne Pathogen Program may be implemented at the earliest possible date in order to avoid penalties which may be assessed for non-compliance; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 10 1993**
Mayor Vera Katz
SCB:BA:JB
March 3, 1993

BARBARA CLARK
Auditor of the City of Portland
By  Deputy

MEETING DATE: DEC 23 1993

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Ratification of intergovernmental agreement with State Office of Medical Assistance Programs

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 9, 1993

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health **DIVISION:** _____

CONTACT: Fronk **TELEPHONE #:** x4274

BLDG/ROOM #: 160/7

PERSON(S) MAKING PRESENTATION: Fronk

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Ratification of second amendment to agreement with Oregon Medical Assistance Programs. The amendment will extend the agreement until the Oregon Basic Health Services Act (Senate Bill 27) is implemented. The county is reimbursed by the state for providing basic health services to the state's medical clients.

12/28/93 originals to Herman Brane

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: *Belli Degeard*

1993 DEC 13 PM 4:19
MULTIPLA COUNTY
OREGON
CLERK OF COUNTY BOARD

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION - FISCAL SERVICES
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3625
FAX (503) 248-3407

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

MEMORANDUM

TO: Board of County Commissioners
FROM: Bill Odegaard
REQUESTED PLACEMENT DATE: December 9, 1993
DATE: November 22, 1993
SUBJECT: Amendment to agreement with Office of Medical Assistance Programs

- I. Recommendation/Action Requested: The Board is requested to approve this second amendment to an agreement with Oregon Medical Assistance Programs for the period February 1, 1994 until the date the Oregon Basic Health Service Act is implemented.
- II. Background/Analysis: The original agreement (OMAP Contract #30197) was executed April 1, 1993 and amended October 1, 1993. The county Health Department is reimbursed by the state as a Physician Care Organization (PCO) providing basic health services to the state's medical clients. This amendment will extend the agreement until the Oregon Basic Health Services Act (Senate Bill 27) is implemented.
- III. Financial Impact: The county will continue to be reimbursed at state medicaid rates.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to cooperate with other governmental entities to provide health care.
- VII. Citizens Participation: None
- VIII. Other Government Participation: Oregon Department of Human Resources



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 201523

Amendment # 2

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p>CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-11</u> DATE <u>12/23/93</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
--	--	---

Department HEALTH Division _____ Date _____

Contract Originator Brame Phone x2670 Bldg/Room 160/2

Administrative Contact Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Extend term of current agreement beginning February 1, 1994 and shall terminate as of the implementation date of the Oregon Basic Health Services Act (Senate Bill 27)

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Office of Medical Assistance Programs

Mailing Address 500 Summer Street NE
Salem, Oregon (97310-1014)

Phone (503) 378-2263

Employer ID# or SS# N/A

Effective Date February 1, 1994

Termination Date Until implementation of the Oregon Basic Health Service Act Requirements

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____ (If Different)

Payment Schedule	Terms
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on receipt
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30
<input type="checkbox"/> Other \$ _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Requirements contract - Requisition required.	
Purchase Order No. _____	
<input type="checkbox"/> Requirements Not to Exceed \$ _____	

REQUIRED SIGNATURES:

Department Manager [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 12/1/93

Date _____

Date 12.8.93

Date December 23, 1993

Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0710		Var.	2600		0314	Capitation	Requirements	
02.	156	015	"		Var.	2601		"	Incentive	Requirements	
03.											

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

OMAP Contract #30197

PHYSICIAN CARE ORGANIZATION AGREEMENT

AMENDMENT

This is an amendment to the Agreement between MULTICARE, hereinafter known as Contractor, and the Office of Medical Assistance Programs, hereinafter called OMAP.

The parties amend the agreement as follows:

1. This is an amendment to original agreement No.91-H-57.
2. The term of this agreement is extended beginning February 1, 1994 and shall terminate as of the implementation date of the Oregon Basic Health Services Act (Senate Bill 27).
3. All other provisions of the original Agreement remain unchanged.

The effective date(s) of this agreement shall be the date the agreement is executed by all parties.



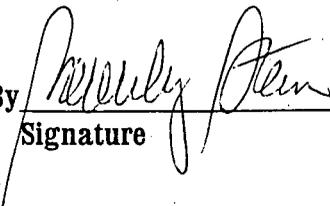
Barbara Roberts
Governor

500 Summer Street NE
Salem OR 97310-1014
Salem - (503) 378-2263
FAX - (503) 373-7689
TDD - (503) 378-6791

AGREED. Signatures:

CONTRACTOR, by and through
authorized official:

STATE OF OREGON
OFFICE OF MEDICAL ASSISTANCE
PROGRAMS, by and through
authorized official:

By 
Signature

By _____
Jean Thorne, Director, OMAP

Name: Beverly Stein Date: _____
(Please print)

Title: Multnomah County Chair
(Please print)

Date: December 23, 1993
APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-11 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

Reviewed by OMAP Asst. Director: _____ DATE _____

Reviewed by OMAP Contract Manager: _____ DATE _____

Approved for Legal Sufficiency:  DATE 1/9/93

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

By: 
Date: 12.8.93

CMC\OMAP\30197\OCT93

MEETING DATE: DEC 23 1993

AGENDA NO: R-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Public Hearing and Order Offering to Surrender Jurisdiction of County Roads to the city of Portland

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 23, 1993, at 9:30 a.m.

Amount of Time Needed: 5-10 minutes

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Bob Pearson TELEPHONE #: 3838

BLDG/ROOM #: Bldg. 425

PERSON(S) MAKING PRESENTATION: Bob Pearson

ACTION REQUESTED:

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

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

Public hearing to determine whether it is in the best interests of the County to surrender jurisdiction of county roads and recommendation of Director of Environmental Services for the surrendering of jurisdiction to the city of Portland of county roads within areas annexed to the city effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission.

Order offering to surrender jurisdiction to the city of Portland.

12/23/93 certified true copy to Kathryn Hall, City Right-of-Way Section;
12/27/93 copy to Bob Pearson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [Signature]

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

1993 DEC 13 PM 4:17
MULTIPLAAN COMMUNITY DEVELOPMENT
OREGON
HEAD OF COUNTY DEPARTMENT



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Board of County Commissioners

FROM: Betsy Williams, Director *Betsy Williams*
Department of Environmental Services

DATE: December 7, 1993

SUBJECT: Surrendering jurisdiction to the city of Portland certain county roads lying within the corporate limits of the City of Portland

In accordance with the Intergovernmental Agreement approved March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the city of Portland, Section III B, and in accordance with O.R.S. 373.270, initiating the proceeding for the transfer of jurisdiction of certain county roads lying within the boundaries of the city of Portland, a public hearing is scheduled for December 23, 1993, at 9:30 a.m.

The public hearing is scheduled to provide the public the opportunity to voice support, concerns, or general testimony, and to determine whether it is in the best interest of the county to surrender jurisdiction of those county roads within the city of Portland to the city of Portland. The list of roads has been advertised in *The Oregonian* on five successive Mondays, beginning November 22, 1993.

It is the recommendation of this Department that the Board of County Commissioners authorize the order offering to surrender jurisdiction to the city of Portland of those county roads.

The executed Order should be forwarded to Kathryn Hall, Right-of-Way Section, Room 814, Portland Building.

Attachments

RPCK0586.DOC



MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Bob Pearson, DES Transportation Division

TODAY'S DATE: December 7, 1993

REQUESTED PLACEMENT DATE: December 23, 1993

RE: Recommendation for surrendering jurisdiction to the city of Portland all county roads annexed to the city of Portland effective June 30, 1993, and setting a Public Hearing for December 23, 1993

I. Recommendation/Action Requested:

It is requested that the Board of County Commissioners approve the Department of Environmental Services' recommendation for the approval of the order offering to surrender jurisdiction to the city of Portland all county roads annexed to the city effective June 30, 1993, following the scheduled public hearing.

II. Background/Analysis:

The transfer of this segment of roads is in accordance with the Intergovernmental Agreement between Multnomah County and the city of Portland approved March 8, 1984, regarding the transition of urban services from the jurisdiction of the county to the city, Section III B, and in accordance with O.R.S. 373.270, which initiated the transfer of jurisdiction of certain roads lying within the boundaries of the city of Portland.

III. Financial Impact:

Additional roads funds will be transferred to the city of Portland in accordance with the formula in the current Intergovernmental Agreement.

IV. Legal Issues:

The surrender of jurisdiction is in accordance with the executed Intergovernmental Agreement and O.R.S. 373.270.

V. CONTROVERSIAL ISSUES:

N/A

VI. Link to Current County Policies:

Refer to Background/Analysis and Legal Issues.

VII. Citizen Participation:

In accordance with requirements of the Oregon Revised Statutes, a Public Hearing is set in this matter for December 23, 1993, at 9:30 a.m.

VIII. Other Government Participation:

N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Offering to Surrender)
Jurisdiction to the City of Portland)
all County Roads within the areas)
annexed to the City of Portland)
effective June 30, 1993)
_____)

O R D E R

93-392

This Matter is before the Board to offer to Surrender Jurisdiction to the City of Portland all County Roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission shall be surrendered to the City of Portland; and

It appearing to the Board that this Matter has been initiated in accordance with Section III B of the Intergovernmental Agreement approved by Portland City Council March 1, 1984, and Multnomah County Board of County Commissioners March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland; and

It further appearing that this Matter before the Board is in accordance with O.R..S 373.270 initiating the proceeding for the transfer of jurisdiction of County Roads within the limits of the City of Portland to the City of Portland, by public hearing; and

It further appearing that the public was notified by advertisement in the Oregonian, a newspaper of general circulation, on five successive Mondays beginning November 22, 1993, and ending December 20, 1993, of the time, location, and list of County Roads offered for surrender of jurisdiction by Multnomah County to the City of Portland;

It further appearing that by advertisement, the public was invited to attend a public hearing on this matter on December 23, 1993, to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to offer to surrender jurisdiction of all County roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission.

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby FINDS, that it is necessary and expedient and for the best interest of the County of Multnomah, to offer to surrender jurisdiction of all County Roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission shall be surrendered to the City of Portland, to wit:

List of County Roads to be transferred to the City of Portland within the areas annexed to the City of Portland between July 1, 1992 and June 30, 1993.

Southeast Area

S.E. 123rd Avenue, No. 1962
(From a point 215 feet, more or less, North of S.E. Salmon Street to a point 355 feet, more or less, North of S.E. Salmon Street)

S.E. 130th Avenue, Nos. 2827, 1314
(From a point 95 feet, more or less, North of S.E. Salmon Street to a point 210 feet, more or less, South of S.E. Stark Street)

S.E. 131st Place, No. 2597
(From S.E. Morrison Street to a point 140 feet, more or less, North of S.E. Morrison Street)

S.E. 131st Place, No. 2773
(From S.E. Washington Street to a point 125 feet, more or less, South of S.E. Alder Street)

S.E. 134th Avenue, No. 3197
(From S.E. Alder Street to S.E. Washington Street)

S.E. 135th Avenue, No. 976
(From S.E. Stark Street to a point 130 feet, more or less, North of S.E. Market Street)

S.E. 136th Avenue, No. 2039
(From S.E. Stark Street to a point 709 feet, more or less, South of S.E. Stark Street)

S.E. 136th Avenue, Nos. 4136, 4085
(From a point 789 feet, more or less, South of S.E. Stark Street to S.E. Taylor Street)

ORDER

Offering to Surrender Jurisdiction

Page 3

S.E. 137th Avenue, Nos. 2040, 4087
(From S.E. Stark Street to a point 872 feet, more or less, South of S.E. Stark Street)

S.E. 139th Avenue, No. 1102
(From a point 370 feet, more or less, South of S.E. Stark Street to a point 2,685 feet, more or less, South of S.E. Stark Street)

S.E. 140th Avenue, No. 3004
(From S.E. Taylor Street to S.E. Main Street)

S.E. 140th Avenue, Nos. 2878, 3635
(From a point 264 feet, more or less, South of S.E. Main Street to S.E. Mill Street)

S.E. 141st Avenue, Nos. 2028, 2786, 2649, 3513
(From S.E. Stark Street to S.E. Market Street)

S.E. 141st Avenue, No. 2524
(From a point 1,588 feet, more or less, North of S.E. Division Street to S.E. Harrison Street)

S.E. 142nd Avenue, Nos. 2443, 3572, 3958, 4241
(From S.E. Taylor Court to a point 727 feet, more or less, South of S.E. Stark Street)

S.E. 142nd Avenue, No. 2435
(From a point 230 feet, more or less, South of S.E. Stark Street to a point 370 feet, more or less, South of S.E. Stark Street)

S.E. 142nd Avenue, Nos. 2526, 2557, 3108
(From S.E. Mill Street to a point 129 feet South of S.E. Harrison Street)

S.E. 142nd Place, No. 3214
(From S.E. Mill Court to S.E. 143rd Avenue)

S.E. 143rd Avenue, Nos. 2510, 3573
(From S.E. Alder Street to S.E. Main Street)

S.E. 143rd Avenue, Nos. 2653, 3212, 1851
(From S.E. Madison Street to a point 139.28 feet South of S.E. Harrison Street)

S.E. 143rd Place, No. 3692
(From S.E. Market Court to a point 369.21 feet, North of S.E. Market Court)

S.E. 144th Avenue, No. 4610
(S.E. Yamhill Street to a point 124.70 feet, South of S.E. Yamhill Street)

ORDER

Offering to Surrender Jurisdiction

Page 4

S.E. 145th Avenue, Nos. 3230, 2409
(From S.E. Mill Street to S.E. Madison Street)

S.E. 146th Avenue, Nos. 2656, 2708
(From S.E. Main Street to a point 354 feet, more or less, South of S.E. Stark Street)

S.E. 146th Place, No. 3451
(S.E. Market Court to a point 29 feet, more or less, North of S.E. Madison Street)

S.E. 146th Avenue, No. 3370
(From S.E. Harrison Street to a point 133 feet, more or less, North of S.E. Lincoln Street)

S.E. 146th Place, No. 3845
(From S.E. Mill Street to a point 267 feet, more or less, North of S.E. Mill Court)

S.E. 147th Avenue, No. 2735
(From S.E. Salmon Street to a point 395.36 feet, North of S.E. Salmon Street)

S.E. 148th Avenue, Nos. 4204, 1287
(From a point 90 feet, more or less, North of S.E. Main Street to a point 125.07 feet North of S.E. Lincoln Street)

S.E. 149th Avenue, No. 3814
(From S.E. Mill Street to a point 531 feet, more or less, South of S.E. Mill Street)

S.E. 150th Avenue, Nos. 2622, 2381, 2960, 3815, 4328
(From S.E. Main Street to a point 645.55 feet South of S.E. Mill Street)

S.E. 151st Avenue, No. 2968
(From S.E. Main Street to S.E. Millmain Drive)

S.E. 151st Avenue, No. 3222
(From S.E. Millmain Drive to a point 94 feet, more or less, South of S.E. Harrison Street)

S.E. 152nd Avenue, No. 3220
(From S.E. Hawthorne Street to S.E. Market Court)

S.E. 152nd Place, No. 3218
(From S.E. Main Street to a point 247 feet, more or less, Southwesterly of S.E. Main Street)

ORDER
Offering to Surrender Jurisdiction
Page 5

S.E. 152nd Avenue, No. 3224
(From S.E. Harrison Street to a point 139 feet, more or less, South of S.E. Harrison Street)

S.E. 154th Avenue, No. 3228
(From S.E. Millmain Drive to a point 132 feet, more or less, South of S.E. Harrison Street)

S.E. 155th Place, No. 3496
(From S.E. Harrison Street to a point 270 feet, more or less, Northerly and Easterly of S.E. Harrison Street)

S.E. 156th Avenue, No. 3226
(From S.E. Madison Court to S.E. 157th Drive)

S.E. 156th Avenue, No. 3603
(From S.E. Stephens Court to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 157th Avenue, No. 3351
(From S.E. Hawthorne Court to S.E. Mill Street)

S.E. 157th Drive, No. 3493
(From S.E. Millmain Drive to S.E. Harrison Street)

S.E. 157th Avenue, No. 3494
(From S.E. Harrison Street to a point 135 feet, more or less, South of S.E. Harrison Court)

S.E. 158th Avenue, No. 3348
(From S.E. Main Street to S.E. Mill Street)

S.E. 158th Avenue, No. 3352
(From S.E. Mill Street to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 159th Avenue, No. 4463
(From S.E. Harrison Street to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 159th Avenue, No. 3487
(From S.E. Main Street to S.E. Mill Street)

S.E. 160th Avenue, No. 3489
(From S.E. Clay Street to a point 220 feet, more or less, South of S.E. Clay Street)

ORDER
Offering to Surrender Jurisdiction
Page 6

S.E. 160th Place, No. 3813
(From S.E. Main Street to S.E. Hawthorne Street)

S.E. 160th Avenue, Nos. 4378, 4501
(From S.E. Mill Street to S.E. Harrison Street)

S.E. 161st Avenue, Nos. 4462, 4503
(From S.E. Stephens Street South to a point 102 feet, more or less, North of S.E. Lincoln Street)

S.E. 162nd Avenue, Nos. 526, 584, 3492
(From a point 25 feet, more or less, North of S.E. Lincoln Street Northerly to a point 228 feet, more or less, South of S.E. Stark Street)

S.E. 163rd Avenue, No. 2838
(From S.E. Main Street to a point 260 feet, more or less, South of S.E. Main Street)

S.E. 163rd Place, No. 4648
(From S.E. Main Street to a point 273 feet, more or less, North and West of S.E. Main Street)

S.E. 164th Avenue, Nos. 2245, 2357, 2952
(From S.E. Salmon Street to a point 180 feet, more or less, South of S.E. Stark Street)

S.E. 164th Avenue, No. 4218
(From S.E. Stephens Street to S.E. Stephens Court)

S.E. 165th Avenue, No. 4646
(From SE Main Street to a point 296 feet, more or less, North and East of S.E. Main Street)

S.E. 165th Avenue, No. 2499
(From SE Morrison Street to S.E. Taylor Street)

S.E. 165th Place, No. 4507
(From S.E. Stephens Street to a point 234 feet, more or less, North of S.E. Stephens Street)

S.E. 166th Place, No. 2495
(From S.E. Taylor Street to a point South 130 feet, more or less, South of S.E. Stark Street)

ORDER
Offering to Surrender Jurisdiction
Page 7

S.E. 167th Avenue, Nos. 2534, 2544
(From S.E. Taylor Street to a point 167 feet, more or less, South of S.E. Market Street including cul-de-sac on East side of S.E. 167th Avenue between S.E. Main Street and S.E. Market Street)

S.E. 168th Avenue, No. 2918
(From S.E. Taylor Street to a point 130 feet, more or less, South of S.E. Stark Street)

S.E. 168th Avenue, No. 2422
(From S.E. Taylor Street to S.E. Main Street)

S.E. 168th Place, No. 2536
(From S.E. Market Street to a point 269 feet, more or less, North of S.E. Market Street)

S.E. 168th Avenue, Nos. 2901, 3250
(From S.E. Division Street to a point 186 feet, more or less, South of S.E. Woodward Street)

S.E. 169th Drive, No. 2923
(From S.E. Alder Street to S.E. Morrison Court)

S.E. 169th Avenue, No. 2994
(From S.E. Taylor Street to S.E. Main Street)

S.E. 169th Place, No. 2201
(From S.E. Main Street to a point 160 feet, more or less, South of S.E. Market Street)

S.E. 170th Drive, No. 2924
(From S.E. Alder Street to S.E. Morrison Court)

S.E. 170th Avenue, No. 3310
(From S.E. Harrison Street to S.E. Division Street)

S.E. 170th Avenue, No. 4905
(From S.E. Division Street to S.E. 171st Drive)

S.E. 172nd Avenue, No. 2992
(From S.E. Main Street to a point 670 feet, more or less, North of S.E. Main Street)

S.E. 172nd Avenue, No. 3068
(From S.E. Main Street to a point 665 feet, more or less, South of S.E. Main Street)

ORDER

Offering to Surrender Jurisdiction

Page 8

S.E. 174th Avenue, Nos. 1081, 1434

(From a point 1,380 feet, more or less, South of S.E. Division Street to a point 166 feet, more or less, South of S.E. Stark Street)

S.E. 174th Place, No. 3174

(From S.E. Main Street to a point 660 feet, more or less, South of S.E. Main Street)

S.E. 175th Place, No. 2794

(From S.E. Tibbetts Street to a point 570 feet, more or less, South of S.E. Tibbetts Street)

S.E. Alder Street, No 2921, 3795

(From S.E. 168th Avenue to S.E. 174th Avenue)

S.E. Alder Court, No. 4432

(From S.E. 146th Avenue to a point 550.13 feet West of S.E. 146th Avenue)

S.E. Alder Street, No. 2509

(From S.E. 142nd Avenue Easterly to a point 229.19 feet, East of S.E. 143rd Avenue)

S.E. Alder Street, No. 3127

(From S.E. 162nd Avenue to a point 25 feet, more or less, West of S.E. 160th Avenue)

S.E. Alder Street, Nos. 2772, 3196

(From S.E. 130th Avenue to S.E. 134th Avenue)

S.E. Alder Street, No. 2246

(From S.E. 164th Avenue to a point 205 feet, more or less, West of S.E. 164th Avenue)

S.E. Alder Court, Nos. 2497, 4406

(From S.E. 166th Place to a point West 268 feet, more or less, West of S.E. 166th Place)

S.E. Alder Court, No. 2919

(From S.E. 168th Avenue to a point 155 feet, more or less, Northwesterly of S.E. 168th Avenue)

S.E. Brooklyn Street, No. 4520

(From S.E. 174th Avenue to a point 257 feet, more or less, East of S.E. 174th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 9

S.E. Clay Court, No. 3227
(From S.E. 152nd Avenue to S.E. Millmain Drive)

S.E. Clay Street, No. 3488
(From S.E. 159th Avenue to S.E. 162nd Avenue)

S.E. Clay Street, No. 2453
(From S.E. 135th Avenue to a point 314 feet, more or less, West and South of
S.E. 135th Avenue)

S.E. Clay Street, No. 2402
(From S.E. 135th Avenue to S.E. 138th Avenue)

S.E. Clinton Street, No. 3309
(From S.E. 167th Avenue to S.E. 168th Avenue)

S.E. Division Street, Nos. 51, 2931
(From a point 90 feet, more or less, West of S.E. 167th Avenue to a point 225
feet, more or less, West of S.E. 176th Avenue)

S.E. Harrison Street, No. 4484
(From S.E. 170th Avenue to S.E. 171st Avenue)

S.E. Harrison Street, No. 3223
(S.E. 151st Avenue to S.E. 154th Avenue)

S.E. Harrison Street, Nos. 3495, 4461
(From S.E. 154th Avenue to S.E. 160th Avenue)

S.E. Harrison Street, Nos. 3371, 2525, 3109, 1853
(From S.E. 140th Avenue to a point 118 feet, more or less, East of S.E. 146th
Avenue)

S.E. Hawthorne Court, No. 3452
(From S.E. 146th Place to a point 250 feet, more or less, East of S.E. 146th
Place)

S.E. Hawthorne Court, No. 3219
(From S.E. 151st Avenue to S.E. Main Street)

S.E. Hawthorne Court, No. 3349
(From S.E. 157th Avenue to S.E. 158th Avenue)

S.E. Hawthorne Court, No. 3350
(From S.E. 158th Avenue to S.E. 159th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 10

- S.E. Hawthorne Street, No. 3812
(From S.E. 160th Place to a point West and North 267 feet, more or less)
- S.E. Hawthorne Court, No. 2650
(From S.E. 141st Avenue to a point 402 feet, more or less, East of S.E. 141st Avenue)
- S.E. Madison Court, No. 3225
(From S.E. Millmain Drive to S.E. 158th Avenue)
- S.E. Madison Street, No. 3231
(From S.E. 145th Avenue to S.E. 146th Place)
- S.E. Madison Street, No. 3069
(From S.E. 172nd Avenue to a point 412 feet, more or less, Westerly of S.E. 172nd Avenue)
- S.E. Madison Street, No. 2651
(From S.E. 140th Avenue to S.E. 141th Avenue)
- S.E. Madison Street, No. 2652
(From S.E. 141st Avenue to S.E. 143rd Avenue)
- S.E. Main Street, Nos. 1514, 3217, 4923
(From a point 318.48 feet West of S.E. 139th Avenue to S.E. Millmain Drive)
- S.E. Main Street, Nos. 1231, 1514, 3710
(From S.E. Millmain Drive to a point 330 feet, more or less, East of S.E. 174th Avenue)
- S.E. Market Court, No. 3221
(From S.E. 152nd Avenue to S.E. Millmain Drive)
- S.E. Market Court, Nos. 3691, 4435
(From S.E. 143rd Avenue to a point 200 feet, more or less, East of S.E. 146th Place)
- S.E. Market Street, Nos. 3215, 3512
(From S.E. 140th Avenue to S.E. 143rd Avenue)
- S.E. Market Street, Nos. 2535, 2168, 3070, 3183
(From S.E. 162nd Avenue to S.E. 172nd Avenue)
- S.E. Mill Court, No. 3213
(From S.E. 143rd Avenue to a point 189 feet, more or less, Northeasterly and Northwesterly of S.E. 143rd Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 11

S.E. Mill Court, No. 3846
(From S.E. 146th Place to a point 257 feet, more or less, Northeasterly and
Northwesterly of S.E. 146th Place)

S.E. Mill Street, No. 1521
(From S.E. 140th Avenue to S.E. Millmain Drive)

S.E. Mill Street, Nos. 1521, 2208, 2751, 3491
(From S.E. 156th Avenue to S.E. 172nd Avenue)

S.E. Mill Court, Nos. 3636, 3971
(From S.E. 140th Avenue to S.E. 142nd Place)

S.E. Millmain Drive, No. 3216
(From S.E. Mill Street to S.E. Main Street)

S.E. Morrison Street, No. 2511
(From S.E. 143rd Avenue to S.E. 146th Avenue)

S.E. Morrison Street, Nos. 2498, 2358, 2920
(From a point 450 feet, more or less, West of S.E. 164th Avenue to S.E. 168th
Avenue)

S.E. Morrison Street, Nos. 3056, 2596
(From a point 25 feet, more or less, East of S.E. 128th Avenue to S.E. 131st
Place)

S.E. Morrison Street, No. 2922
(From S.E. 168th Avenue to a point 125 feet, more or less, East of S.E. 170th
Avenue)

S.E. Salmon Street, Nos. 2658, 2734
(From S.E. 146th Avenue to S.E. 147th Avenue)

S.E. Salmon Street, No. 2953
(From S.E. 162nd Avenue to S.E. 167th Avenue)

S.E. Salmon Street, No. 2029
(From S.E. 135th Avenue to S.E. 138th Avenue)

S.E. Salmon Street, No. 2787
(From S.E. 141st Avenue to S.E. 143rd Avenue)

S.E. Salmon Street, Nos. 2993, 2995, 4729
(From S.E. 169th Avenue to S.E. 172nd Avenue)

ORDER

Offering to Surrender Jurisdiction

Page 12

S.E. Salmon Street, Nos. 1862, 1912
(From a point 480 feet, more or less, East of S.E. 122nd Avenue to S.E. 127th Avenue)

S.E. Salmon Court, Nos. 1911, 2266
(From S.E. Salmon Street to a point 60 feet, more or less, East of S.E. 128th Avenue)

S.E. Stephens Street, No. 3859
(From S.E. 162nd Avenue to a point 2,698 feet, more or less, East of S.E. 162nd Avenue)

S.E. Stephens Street, No. 2527
(From S.E. 140th Avenue to S.E. 142nd Avenue)

S.E. Stephens Street, Nos. 1852, 2553, 3318
(From S.E. 142nd Avenue to a point 1,295 feet, more or less, East of S.E. 142nd Avenue)

S.E. Stephens Court, Nos. 4217, 4449, 4859
(From S.E. 164th Avenue to a point 406 feet, more or less, East of S.E. 164th Avenue)

S.E. Stephens Court, No. 3229
(S.E. 154th Avenue to a point 248 feet, more or less, Southwesterly and Northwesterly of S.E. 154th Avenue)

S.E. Stephens Court, No. 3604
(From S.E. 154th Avenue to S.E. 157th Drive)

S.E. Stephens Court, No. 3353
(From S.E. 158th Avenue to a point 292 feet, more or less, Easterly of S.E. 158th Avenue)

S.E. Stephens Street, No. 4502
(From S.E. 160th Avenue to S.E. 161st Avenue)

S.E. Taggart Street, No. 2908
(From S.E. 167th Avenue to a point 613 feet, more or less, East of S.E. 167th Avenue)

S.E. Taylor Court, No. 2443
(From S.E. 142nd Avenue to S.E. 143rd Avenue)

S.E. Taylor Court, No. 2657
(From S.E. 146th Avenue to a point 140 feet, more or less, East of S.E. 146th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 13

S.E. Taylor Street, No. 2278
(From S.E. 162nd Avenue to a point 671 feet, more or less, West of S.E. 162nd Avenue)

S.E. Taylor Street, No. 2360
(From S.E. 162nd Avenue to S.E. 164th Avenue)

S.E. Taylor Street, No. 2500
(From S.E. 165th Avenue to S.E. 167th Avenue)

S.E. Taylor Street, No. 3002
(From S.E. 167th Avenue to S.E. 168th Avenue)

S.E. Taylor Street, No. 2996
(From S.E. 169th Avenue to S.E. 172nd Avenue)

S.E. Taylor Court, No. 4084
(From S.E. 136th Avenue to a point 188 feet, more or less, Southwesterly and Southeasterly from S.E. 136th Avenue)

S.E. Taylor Street, Nos. 2443, 4088
(From S.E. 136th Avenue to S.E. 142nd Avenue)

S.E. Taylor Court, No. 2900
(From S.E. 130th Avenue to a point 213 feet, more or less, West and North of S.E. 130th Avenue)

S.E. Tibbetts Street, No. 2792
(From a point 101 feet, more or less, West of S.E. 176th Place to a point 105 feet, more or less, West of S.E. 175th Place)

S.E. Washington Street, Nos. 2771, 4345
(From S.E. 130th Avenue to S.E. 134th Avenue)

S.E. Washington Court, No. 4249
(From a point 117 feet, more or less, West of S.E. 175th Place, Westerly 113 feet, more or less)

S.E. Washington Street, No. 2496
(From S.E. 166th Place to a point 147 feet, more or less, East of S.E. 166th Place)

S.E. Woodward Street, No. 2907
(From S.E. 167th Avenue to a point 235 feet, more or less, East of S.E. 168th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 14

S.E. Yamhill Street, Nos. 2512, 4609
(From S.E. 143rd Avenue to a point 40 feet, more or less, East of S.E. 144th Avenue)

S.E. Yamhill Street, No. 2359
(From S.E. 164th Avenue to a point 450 feet, more or less, West of S.E. 164th Avenue)

S.E. Yamhill Street, No. 4086
(From S.E. 135th Avenue to S.E. 136th Avenue)

be offered for transfer of jurisdiction from the County of Multnomah to the City of Portland, Oregon; and it is

FURTHER ORDERED, that the City of Portland shall specifically accept jurisdiction of said County Roads by appropriate ordinance.

DATED this 23rd day of December, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By *John L. DuBay*

Assistant County Counsel
John L. DuBay

ORDINANCE NO. 167246

BOARD OF
COUNTY COMMISSIONERS

1994 JAN 12 PM 1:14

MULTNOMAH COUNTY

- * Accept jurisdiction from Multnomah County of certain County ~~Roads~~ Roads, lying within the corporate limits of the City of Portland, pursuant to the Intergovernmental Agreement authorized by Ordinance No. 155651, passed by Council March 1, 1984. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. Ordinance No. 155651, passed by Council on March 1, 1984, authorized execution of an Intergovernmental Agreement with the County of Multnomah, providing for the efficient and equitable distribution of transportation resources and responsibilities.
2. In accordance with the Intergovernmental Agreement and ORS 373.270, on July 1, 1984, the City agreed to accept jurisdiction from Multnomah County of certain Multnomah County Roads within the corporate boundaries of the City of Portland, as those boundaries existed February 9, 1984.
3. The Intergovernmental Agreement also provides for the semi-annual transfer to the City of jurisdiction of County Roads within future City boundaries, as areas are annexed to the City.
4. The Multnomah County Commission took action December 23, 1993, to transfer jurisdiction to the City of certain County Roads which are specifically described in Exhibit A, attached hereto.
5. The City should now accept jurisdiction of those certain County Roads, as described in the attached Exhibit A, within newly annexed areas of the corporate limits of the City of Portland, as those limits existed June 30, 1993.

NOW, THEREFORE, the Council directs:

- a. The City of Portland hereby accepts jurisdiction, effective January 1, 1994, of certain County Roads within the corporate limits of the City of Portland, as those limits existed June 30, 1993, said Multnomah County Roads being described in attached Exhibit A, and by this reference, made a part hereof.
- b. That the Multnomah County Roads described in Exhibit A are hereby taken over, laid out and established as City streets, and that the City of Portland, from this date forward, shall have exclusive jurisdiction and control over the above described County Roads.
- c. That the City Auditor shall forward copies of this Ordinance to the County Commissioners of Multnomah County, the Multnomah County Director of Engineering Services, and the County Assessor.

ORDINANCE No.

- d. The City Auditor shall record a certified copy of this Ordinance in the Multnomah County Deed Records, and return one copy of the recorded Ordinance to the Right-of-Way Acquisition Section, Bureau of Transportation Engineering.

Section 2. The Council declares that an emergency exists because a delay in acceptance of jurisdiction of the County Roads might adversely affect the City-County Financial arrangements; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JAN 0 5 1994

Commissioner Earl Blumenauer
Phyllis L. Redman:mmv
December 15, 1993
[5053]Ord-Mult-Co

BY

BARBARA CLARK
AUDITOR OF THE CITY OF PORTLAND
Britta Olson DEPUTY

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Offering to Surrender)
Jurisdiction to the City of Portland)
all County Roads within the areas)
annexed to the City of Portland)
effective June 30, 1993)

ORDER

93-392

This Matter is before the Board to offer to Surrender Jurisdiction to the City of Portland all County Roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission shall be surrendered to the City of Portland; and

It appearing to the Board that this Matter has been initiated in accordance with Section III B of the Intergovernmental Agreement approved by Portland City Council March 1, 1984, and Multnomah County Board of County Commissioners March 8, 1984, regarding the transition of urban services from the jurisdiction of Multnomah County to the City of Portland; and

It further appearing that this Matter before the Board is in accordance with O.R.S 373.270 initiating the proceeding for the transfer of jurisdiction of County Roads within the limits of the City of Portland to the City of Portland, by public hearing; and

It further appearing that the public was notified by advertisement in the Oregonian, a newspaper of general circulation, on five successive Mondays beginning November 22, 1993, and ending December 20, 1993, of the time, location, and list of County Roads offered for surrender of jurisdiction by Multnomah County to the City of Portland;

It further appearing that by advertisement, the public was invited to attend a public hearing on this matter on December 23, 1993, to offer testimony and voice their concerns or support for this matter, to enable the Board of County Commissioners to determine whether it's in the best interest of the County to offer to surrender jurisdiction of all County roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission.

CERTIFIED TRUE COPY OF THE
ORIGINAL ON FILE HEREIN

By Deborah C. Coyston
CLERK OF THE BOARD
MULTNOMAH COUNTY, OREGON

ORDER
Offering to Surrender Jurisdiction
Page 2

NOW THEREFORE, IT IS HEREBY ORDERED, and the Board hereby FINDS, that it is necessary and expedient and for the best interest of the County of Multnomah, to offer to surrender jurisdiction of all County Roads within the areas annexed to the City of Portland effective June 30, 1993, as described in Boundary Change Final Order Nos. 3124, 3141, 3142, 3143, 3167, 3168, 3169, 3170, 3185, 3196, 3197, and 3203X of the Portland Metropolitan Area Local Government Boundary Commission shall be surrendered to the City of Portland, to wit:

List of County Roads to be transferred to the City of Portland within the areas annexed to the City of Portland between July 1, 1992 and June 30, 1993.

Southeast Area

S.E. 123rd Avenue, No. 1962
(From a point 215 feet, more or less, North of S.E. Salmon Street to a point 355 feet, more or less, North of S.E. Salmon Street)

S.E. 130th Avenue, Nos. 2827, 1314
(From a point 95 feet, more or less, North of S.E. Salmon Street to a point 210 feet, more or less, South of S.E. Stark Street)

S.E. 131st Place, No. 2597
(From S.E. Morrison Street to a point 140 feet, more or less, North of S.E. Morrison Street)

S.E. 131st Place, No. 2773
(From S.E. Washington Street to a point 125 feet, more or less, South of S.E. Alder Street)

S.E. 134th Avenue, No. 3197
(From S.E. Alder Street to S.E. Washington Street)

S.E. 135th Avenue, No. 976
(From S.E. Stark Street to a point 130 feet, more or less, North of S.E. Market Street)

S.E. 136th Avenue, No. 2039
(From S.E. Stark Street to a point 709 feet, more or less, South of S.E. Stark Street)

S.E. 136th Avenue, Nos. 4136, 4085
(From a point 789 feet, more or less, South of S.E. Stark Street to S.E. Taylor Street)

ORDER

Offering to Surrender Jurisdiction

Page 3

S.E. 137th Avenue, Nos. 2040, 4087

(From S.E. Stark Street to a point 872 feet, more or less, South of S.E. Stark Street)

S.E. 139th Avenue, No. 1102

(From a point 370 feet, more or less, South of S.E. Stark Street to a point 2,685 feet, more or less, South of S.E. Stark Street)

S.E. 140th Avenue, No. 3004

(From S.E. Taylor Street to S.E. Main Street)

S.E. 140th Avenue, Nos. 2878, 3635

(From a point 264 feet, more or less, South of S.E. Main Street to S.E. Mill Street)

S.E. 141st Avenue, Nos. 2028, 2786, 2649, 3513

(From S.E. Stark Street to S.E. Market Street)

S.E. 141st Avenue, No. 2524

(From a point 1,588 feet, more or less, North of S.E. Division Street to S.E. Harrison Street)

S.E. 142nd Avenue, Nos. 2443, 3572, 3958, 4241

(From S.E. Taylor Court to a point 727 feet, more or less, South of S.E. Stark Street)

S.E. 142nd Avenue, No. 2435

(From a point 230 feet, more or less, South of S.E. Stark Street to a point 370 feet, more or less, South of S.E. Stark Street)

S.E. 142nd Avenue, Nos. 2526, 2557, 3108

(From S.E. Mill Street to a point 129 feet South of S.E. Harrison Street)

S.E. 142nd Place, No. 3214

(From S.E. Mill Court to S.E. 143rd Avenue)

S.E. 143rd Avenue, Nos. 2510, 3573

(From S.E. Alder Street to S.E. Main Street)

S.E. 143rd Avenue, Nos. 2653, 3212, 1851

(From S.E. Madison Street to a point 139.28 feet South of S.E. Harrison Street)

S.E. 143rd Place, No. 3692

(From S.E. Market Court to a point 369.21 feet, North of S.E. Market Court)

S.E. 144th Avenue, No. 4610

(S.E. Yamhill Street to a point 124.70 feet, South of S.E. Yamhill Street)

ORDER
Offering to Surrender Jurisdiction
Page 4

S.E. 145th Avenue, Nos. 3230, 2409
(From S.E. Mill Street to S.E. Madison Street)

S.E. 146th Avenue, Nos. 2656, 2708
(From S.E. Main Street to a point 354 feet, more or less, South of S.E. Stark Street)

S.E. 146th Place, No. 3451
(S.E. Market Court to a point 29 feet, more or less, North of S.E. Madison Street)

S.E. 146th Avenue, No. 3370
(From S.E. Harrison Street to a point 133 feet, more or less, North of S.E. Lincoln Street)

S.E. 146th Place, No. 3845
(From S.E. Mill Street to a point 267 feet, more or less, North of S.E. Mill Court)

S.E. 147th Avenue, No. 2735
(From S.E. Salmon Street to a point 395.36 feet, North of S.E. Salmon Street)

S.E. 148th Avenue, Nos. 4204, 1287
(From a point 90 feet, more or less, North of S.E. Main Street to a point 125.07 feet North of S.E. Lincoln Street)

S.E. 149th Avenue, No. 3814
(From S.E. Mill Street to a point 531 feet, more or less, South of S.E. Mill Street)

S.E. 150th Avenue, Nos. 2622, 2381, 2960, 3815, 4328
(From S.E. Main Street to a point 645.55 feet South of S.E. Mill Street)

S.E. 151st Avenue, No. 2968
(From S.E. Main Street to S.E. Millmain Drive)

S.E. 151st Avenue, No. 3222
(From S.E. Millmain Drive to a point 94 feet, more or less, South of S.E. Harrison Street)

S.E. 152nd Avenue, No. 3220
(From S.E. Hawthorne Street to S.E. Market Court)

S.E. 152nd Place, No. 3218
(From S.E. Main Street to a point 247 feet, more or less, Southwesterly of S.E. Main Street)

ORDER

Offering to Surrender Jurisdiction

Page 5

S.E. 152nd Avenue, No. 3224

(From S.E. Harrison Street to a point 139 feet, more or less, South of S.E. Harrison Street)

S.E. 154th Avenue, No. 3228

(From S.E. Millmain Drive to a point 132 feet, more or less, South of S.E. Harrison Street)

S.E. 155th Place, No. 3496

(From S.E. Harrison Street to a point 270 feet, more or less, Northerly and Easterly of S.E. Harrison Street)

S.E. 156th Avenue, No. 3226

(From S.E. Madison Court to S.E. 157th Drive)

S.E. 156th Avenue, No. 3603

(From S.E. Stephens Court to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 157th Avenue, No. 3351

(From S.E. Hawthorne Court to S.E. Mill Street)

S.E. 157th Drive, No. 3493

(From S.E. Millmain Drive to S.E. Harrison Street)

S.E. 157th Avenue, No. 3494

(From S.E. Harrison Street to a point 135 feet, more or less, South of S.E. Harrison Court)

S.E. 158th Avenue, No. 3348

(From S.E. Main Street to S.E. Mill Street)

S.E. 158th Avenue, No. 3352

(From S.E. Mill Street to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 159th Avenue, No. 4463

(From S.E. Harrison Street to a point 135 feet, more or less, South of S.E. Harrison Street)

S.E. 159th Avenue, No. 3487

(From S.E. Main Street to S.E. Mill Street)

S.E. 160th Avenue, No. 3489

(From S.E. Clay Street to a point 220 feet, more or less, South of S.E. Clay Street)

ORDER

Offering to Surrender Jurisdiction

Page 6

S.E. 160th Place, No. 3813
(From S.E. Main Street to S.E. Hawthorne Street)

S.E. 160th Avenue, Nos. 4378, 4501
(From S.E. Mill Street to S.E. Harrison Street)

S.E. 161st Avenue, Nos. 4462, 4503
(From S.E. Stephens Street South to a point 102 feet, more or less, North of S.E. Lincoln Street)

S.E. 162nd Avenue, Nos. 526, 584, 3492
(From a point 25 feet, more or less, North of S.E. Lincoln Street Northerly to a point 228 feet, more or less, South of S.E. Stark Street)

S.E. 163rd Avenue, No. 2838
(From S.E. Main Street to a point 260 feet, more or less, South of S.E. Main Street)

S.E. 163rd Place, No. 4648
(From S.E. Main Street to a point 273 feet, more or less, North and West of S.E. Main Street)

S.E. 164th Avenue, Nos. 2245, 2357, 2952
(From S.E. Salmon Street to a point 180 feet, more or less, South of S.E. Stark Street)

S.E. 164th Avenue, No. 4218
(From S.E. Stephens Street to S.E. Stephens Court)

S.E. 165th Avenue, No. 4646
(From SE Main Street to a point 296 feet, more or less, North and East of S.E. Main Street)

S.E. 165th Avenue, No. 2499
(From SE Morrison Street to S.E. Taylor Street)

S.E. 165th Place, No. 4507
(From S.E. Stephens Street to a point 234 feet, more or less, North of S.E. Stephens Street)

S.E. 166th Place, No. 2495
(From S.E. Taylor Street to a point South 130 feet, more or less, South of S.E. Stark Street)

ORDER

Offering to Surrender Jurisdiction

Page 7

S.E. 167th Avenue, Nos. 2534, 2544

(From S.E. Taylor Street to a point 167 feet, more or less, South of S.E. Market Street including cul-de-sac on East side of S.E. 167th Avenue between S.E. Main Street and S.E. Market Street)

S.E. 168th Avenue, No. 2918

(From S.E. Taylor Street to a point 130 feet, more or less, South of S.E. Stark Street)

S.E. 168th Avenue, No. 2422

(From S.E. Taylor Street to S.E. Main Street)

S.E. 168th Place, No. 2536

(From S.E. Market Street to a point 269 feet, more or less, North of S.E. Market Street)

S.E. 168th Avenue, Nos. 2901, 3250

(From S.E. Division Street to a point 186 feet, more or less, South of S.E. Woodward Street)

S.E. 169th Drive, No. 2923

(From S.E. Alder Street to S.E. Morrison Court)

S.E. 169th Avenue, No. 2994

(From S.E. Taylor Street to S.E. Main Street)

S.E. 169th Place, No. 2201

(From S.E. Main Street to a point 160 feet, more or less, South of S.E. Market Street)

S.E. 170th Drive, No. 2924

(From S.E. Alder Street to S.E. Morrison Court)

S.E. 170th Avenue, No. 3310

(From S.E. Harrison Street to S.E. Division Street)

S.E. 170th Avenue, No. 4905

(From S.E. Division Street to S.E. 171st Drive)

S.E. 172nd Avenue, No. 2992

(From S.E. Main Street to a point 670 feet, more or less, North of S.E. Main Street)

S.E. 172nd Avenue, No. 3068

(From S.E. Main Street to a point 665 feet, more or less, South of S.E. Main Street)

ORDER
Offering to Surrender Jurisdiction
Page 8

S.E. 174th Avenue, Nos. 1081, 1434
(From a point 1,380 feet, more or less, South of S.E. Division Street to a point 166 feet, more or less, South of S.E. Stark Street)

S.E. 174th Place, No. 3174
(From S.E. Main Street to a point 660 feet, more or less, South of S.E. Main Street)

S.E. 175th Place, No. 2794
(From S.E. Tibbetts Street to a point 570 feet, more or less, South of S.E. Tibbetts Street)

S.E. Alder Street, No 2921, 3795
(From S.E. 168th Avenue to S.E. 174th Avenue)

S.E. Alder Court, No. 4432
(From S.E. 146th Avenue to a point 550.13 feet West of S.E. 146th Avenue)

S.E. Alder Street, No. 2509
(From S.E. 142nd Avenue Easterly to a point 229.19 feet, East of S.E. 143rd Avenue)

S.E. Alder Street, No. 3127
(From S.E. 162nd Avenue to a point 25 feet, more or less, West of S.E. 160th Avenue)

S.E. Alder Street, Nos. 2772, 3196
(From S.E. 130th Avenue to S.E. 134th Avenue)

S.E. Alder Street, No. 2246
(From S.E. 164th Avenue to a point 205 feet, more or less, West of S.E. 164th Avenue)

S.E. Alder Court, Nos. 2497, 4406
(From S.E. 166th Place to a point West 268 feet, more or less, West of S.E. 166th Place)

S.E. Alder Court, No. 2919
(From S.E. 168th Avenue to a point 155 feet, more or less, Northwesterly of S.E. 168th Avenue)

S.E. Brooklyn Street, No. 4520
(From S.E. 174th Avenue to a point 257 feet, more or less, East of S.E. 174th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 9

S.E. Clay Court, No. 3227
(From S.E. 152nd Avenue to S.E. Millmain Drive)

S.E. Clay Street, No. 3488
(From S.E. 159th Avenue to S.E. 162nd Avenue)

S.E. Clay Street, No. 2453
(From S.E. 135th Avenue to a point 314 feet, more or less, West and South of
S.E. 135th Avenue)

S.E. Clay Street, No. 2402
(From S.E. 135th Avenue to S.E. 138th Avenue)

S.E. Clinton Street, No. 3309
(From S.E. 167th Avenue to S.E. 168th Avenue)

S.E. Division Street, Nos. 51, 2931
(From a point 90 feet, more or less, West of S.E. 167th Avenue to a point 225
feet, more or less, West of S.E. 176th Avenue)

S.E. Harrison Street, No. 4484
(From S.E. 170th Avenue to S.E. 171st Avenue)

S.E. Harrison Street, No. 3223
(S.E. 151st Avenue to S.E. 154th Avenue)

S.E. Harrison Street, Nos. 3495, 4461
(From S.E. 154th Avenue to S.E. 160th Avenue)

S.E. Harrison Street, Nos. 3371, 2525, 3109, 1853
(From S.E. 140th Avenue to a point 118 feet, more or less, East of S.E. 146th
Avenue)

S.E. Hawthorne Court, No. 3452
(From S.E. 146th Place to a point 250 feet, more or less, East of S.E. 146th
Place)

S.E. Hawthorne Court, No. 3219
(From S.E. 151st Avenue to S.E. Main Street)

S.E. Hawthorne Court, No. 3349
(From S.E. 157th Avenue to S.E. 158th Avenue)

S.E. Hawthorne Court, No. 3350
(From S.E. 158th Avenue to S.E. 159th Avenue)

ORDER

Offering to Surrender Jurisdiction

Page 10

S.E. Hawthorne Street, No. 3812

(From S.E. 160th Place to a point West and North 267 feet, more or less)

S.E. Hawthorne Court, No. 2650

(From S.E. 141st Avenue to a point 402 feet, more or less, East of S.E. 141st Avenue)

S.E. Madison Court, No. 3225

(From S.E. Millmain Drive to S.E. 158th Avenue)

S.E. Madison Street, No. 3231

(From S.E. 145th Avenue to S.E. 146th Place)

S.E. Madison Street, No. 3069

(From S.E. 172nd Avenue to a point 412 feet, more or less, Westerly of S.E. 172nd Avenue)

S.E. Madison Street, No. 2651

(From S.E. 140th Avenue to S.E. 141th Avenue)

S.E. Madison Street, No. 2652

(From S.E. 141st Avenue to S.E. 143rd Avenue)

S.E. Main Street, Nos. 1514, 3217, 4923

(From a point 318.48 feet West of S.E. 139th Avenue to S.E. Millmain Drive)

S.E. Main Street, Nos. 1231, 1514, 3710

(From S.E. Millmain Drive to a point 330 feet, more or less, East of S.E. 174th Avenue)

S.E. Market Court, No. 3221

(From S.E. 152nd Avenue to S.E. Millmain Drive)

S.E. Market Court, Nos. 3691, 4435

(From S.E. 143rd Avenue to a point 200 feet, more or less, East of S.E. 146th Place)

S.E. Market Street, Nos. 3215, 3512

(From S.E. 140th Avenue to S.E. 143rd Avenue)

S.E. Market Street, Nos. 2535, 2168, 3070, 3183

(From S.E. 162nd Avenue to S.E. 172nd Avenue)

S.E. Mill Court, No. 3213

(From S.E. 143rd Avenue to a point 189 feet, more or less, Northeasterly and Northwesterly of S.E. 143rd Avenue)

ORDER

Offering to Surrender Jurisdiction

Page 11

S.E. Mill Court, No. 3846

(From S.E. 146th Place to a point 257 feet, more or less, Northeasterly and
Northwesterly of S.E. 146th Place)

S.E. Mill Street, No. 1521

(From S.E. 140th Avenue to S.E. Millmain Drive)

S.E. Mill Street, Nos. 1521, 2208, 2751, 3491

(From S.E. 156th Avenue to S.E. 172nd Avenue)

S.E. Mill Court, Nos. 3636, 3971

(From S.E. 140th Avenue to S.E. 142nd Place)

S.E. Millmain Drive, No. 3216

(From S.E. Mill Street to S.E. Main Street)

S.E. Morrison Street, No. 2511

(From S.E. 143rd Avenue to S.E. 146th Avenue)

S.E. Morrison Street, Nos. 2498, 2358, 2920

(From a point 450 feet, more or less, West of S.E. 164th Avenue to S.E. 168th
Avenue)

S.E. Morrison Street, Nos. 3056, 2596

(From a point 25 feet, more or less, East of S.E. 128th Avenue to S.E. 131st
Place)

S.E. Morrison Street, No. 2922

(From S.E. 168th Avenue to a point 125 feet, more or less, East of S.E. 170th
Avenue)

S.E. Salmon Street, Nos. 2658, 2734

(From S.E. 146th Avenue to S.E. 147th Avenue)

S.E. Salmon Street, No. 2953

(From S.E. 162nd Avenue to S.E. 167th Avenue)

S.E. Salmon Street, No. 2029

(From S.E. 135th Avenue to S.E. 138th Avenue)

S.E. Salmon Street, No. 2787

(From S.E. 141st Avenue to S.E. 143rd Avenue)

S.E. Salmon Street, Nos. 2993, 2995, 4729

(From S.E. 169th Avenue to S.E. 172nd Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 12

S.E. Salmon Street, Nos. 1862, 1912
(From a point 480 feet, more or less, East of S.E. 122nd Avenue to S.E. 127th Avenue)

S.E. Salmon Court, Nos. 1911, 2266
(From S.E. Salmon Street to a point 60 feet, more or less, East of S.E. 128th Avenue)

S.E. Stephens Street, No. 3859
(From S.E. 162nd Avenue to a point 2,698 feet, more or less, East of S.E. 162nd Avenue)

S.E. Stephens Street, No. 2527
(From S.E. 140th Avenue to S.E. 142nd Avenue)

S.E. Stephens Street, Nos. 1852, 2553, 3318
(From S.E. 142nd Avenue to a point 1,295 feet, more or less, East of S.E. 142nd Avenue)

S.E. Stephens Court, Nos. 4217, 4449, 4859
(From S.E. 164th Avenue to a point 406 feet, more or less, East of S.E. 164th Avenue)

S.E. Stephens Court, No. 3229
(S.E. 154th Avenue to a point 248 feet, more or less, Southwesterly and Northwesterly of S.E. 154th Avenue)

S.E. Stephens Court, No. 3604
(From S.E. 154th Avenue to S.E. 157th Drive)

S.E. Stephens Court, No. 3353
(From S.E. 158th Avenue to a point 292 feet, more or less, Easterly of S.E. 158th Avenue)

S.E. Stephens Street, No. 4502
(From S.E. 160th Avenue to S.E. 161st Avenue)

S.E. Taggart Street, No. 2908
(From S.E. 167th Avenue to a point 613 feet, more or less, East of S.E. 167th Avenue)

S.E. Taylor Court, No. 2443
(From S.E. 142nd Avenue to S.E. 143rd Avenue)

S.E. Taylor Court, No. 2657
(From S.E. 146th Avenue to a point 140 feet, more or less, East of S.E. 146th Avenue)

ORDER

Offering to Surrender Jurisdiction

Page 13

S.E. Taylor Street, No. 2278
(From S.E. 162nd Avenue to a point 671 feet, more or less, West of S.E. 162nd Avenue)

S.E. Taylor Street, No. 2360
(From S.E. 162nd Avenue to S.E. 164th Avenue)

S.E. Taylor Street, No. 2500
(From S.E. 165th Avenue to S.E. 167th Avenue)

S.E. Taylor Street, No. 3002
(From S.E. 167th Avenue to S.E. 168th Avenue)

S.E. Taylor Street, No. 2996
(From S.E. 169th Avenue to S.E. 172nd Avenue)

S.E. Taylor Court, No. 4084
(From S.E. 136th Avenue to a point 188 feet, more or less, Southwesterly and Southeasterly from S.E. 136th Avenue)

S.E. Taylor Street, Nos. 2443, 4088
(From S.E. 136th Avenue to S.E. 142nd Avenue)

S.E. Taylor Court, No. 2900
(From S.E. 130th Avenue to a point 213 feet, more or less, West and North of S.E. 130th Avenue)

S.E. Tibbetts Street, No. 2792
(From a point 101 feet, more or less, West of S.E. 176th Place to a point 105 feet, more or less, West of S.E. 175th Place)

S.E. Washington Street, Nos. 2771, 4345
(From S.E. 130th Avenue to S.E. 134th Avenue)

S.E. Washington Court, No. 4249
(From a point 117 feet, more or less, West of S.E. 175th Place, Westerly 113 feet, more or less)

S.E. Washington Street, No. 2496
(From S.E. 166th Place to a point 147 feet, more or less, East of S.E. 166th Place)

S.E. Woodward Street, No. 2907
(From S.E. 167th Avenue to a point 235 feet, more or less, East of S.E. 168th Avenue)

ORDER
Offering to Surrender Jurisdiction
Page 14

S.E. Yamhill Street, Nos. 2512, 4609
(From S.E. 143rd Avenue to a point 40 feet, more or less, East of S.E. 144th Avenue)

S.E. Yamhill Street, No. 2359
(From S.E. 164th Avenue to a point 450 feet, more or less, West of S.E. 164th Avenue)

S.E. Yamhill Street, No. 4086
(From S.E. 135th Avenue to S.E. 136th Avenue)

be offered for transfer of jurisdiction from the County of Multnomah to the City of Portland, Oregon; and it is

FURTHER ORDERED, that the City of Portland shall specifically accept jurisdiction of said County Roads by appropriate ordinance.

DATED this 23rd day of December, 1993.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Beverly Stein, Chair

REVIEWED: [initials]

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By 

Assistant County Counsel
John L. DuBay

MEETING DATE: DEC 23 1993

AGENDA NO: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Order in the matter of cancellation of property taxes on certain properties.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: Thursday, December 23, 1993

Amount of Time Needed: 10 minutes

DEPARTMENT: Non Departmental DIVISION: _____

CONTACT: _____ TELEPHONE #: _____

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Commissioner Gary Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

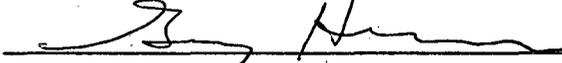
SUMMARY (Statement of rationale for action requested, personnel and fiscal/budgetary impacts, if applicable):

In the matter of the cancellation of property taxes on certain properties in Multnomah County.

12/27/93 2 copies to Commissioner Hansen, copy to Bev Scott/Tax Title & Sandra Duffy/County Counsel

MULTNOMAH COUNTY
OREGON
1993 DEC 16 PM 11:07
BOARD OF
COUNTY COMMISSIONERS

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

To: Board of County Commissioners

From: Gary Hansen, Commissioner

Date: December 9, 1993

Requested Placement Date: December 16, 1993

Re: Order in the cancellation of property taxes of certain properties in Multnomah County.

I. Recommendation/Action Requested: Approval

II. Background/Analysis: Cancellation of real property taxes for 335 real property tax accounts located within Multnomah County upon the petition of Portland Community Reinvestment Initiatives, Inc. (PCRI), as a nonprofit housing agency.

House Bill 2017 gives the County the authority to cancel certain property taxes was passed by the Oregon legislature and became effective November 3, 1993.

Properties for which tax cancellation is sought were acquired from a trustee in bankruptcy subject to an encumbrance for over due taxes.

Properties acquired from the trustee in bankruptcy were by a nonprofit corporation, Portland Community Reinvestment Initiatives, (PCRI), that rents or leases the property to low income individuals.

PCRI is petitioning the Board to cancel the property taxes, interest and penalties on properties pursuant to the authority of House Bill 2017.

III. Financial Impact: The cancellation of these taxes will result in less monies in the County's unsegregated tax fund and less revenue to each of the taxing districts within Multnomah County.

IV. Legal Issues: None. House Bill 2017 gives the County the authority to cancel certain properties.

V. Controversial Issues: N/A.

VI. Link to Current County Policies: N/A

VII. Citizen Participation: N/A

VIII. Other Government Participation: Notice sent to all taxing jurisdictions November 17, 1993 with notice of Hearing, December 16 that maybe effected by action of Board.

AFFIDAVIT

PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC.

The undersigned, Portland Community Reinvestment Initiatives, Inc., an Oregon nonprofit public benefit corporation does hereby certify that its' purpose is to acquire, own, develop, construct, rehabilitate, replace, lease, manage, sell and finance and otherwise advocate for and deal with residential and other real property in the State of Oregon for the benefit of households whose income is no higher than 80% of the median income as established by the U. S. Department of Housing and Urban Development.

Dated 13th day of December, 1993.

PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC.

By: *Maxine Fitzpatrick*
Maxine Fitzpatrick, Executive Director

23937584

FILED
MAR 14 1991
CLERK OF COURTS
STATE OF OREGON

ARTICLES OF INCORPORATION
OF
PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC.

The undersigned natural person of the age of 18 years or more, acting as incorporator under the Oregon Nonprofit Corporation Act, ORS § 65.001, et seq., adopts the following Articles of Incorporation.

ARTICLE I
Name and Duration

The name of the corporation shall be PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC., and its duration shall be perpetual.

ARTICLE II
Purposes and Powers

This corporation is a public benefit corporation. This corporation is organized and shall be operated exclusively (a) for charitable, religious, educational and scientific purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future federal income tax laws (the "Tax Code"), and, without limiting the foregoing, (b) for purposes of advancing and increasing the stock of decent, safe and affordable housing for very low-, low- and moderate-income persons of all races within the State of Oregon, and for purposes relating thereto.

Subject to the foregoing limitations, the corporation shall be for the purpose of engaging in any lawful activity for which corporations may be organized and operated under the Oregon Nonprofit Corporation Act, as the same may be amended from time to time (the "Corporation Law").

ARTICLE III
Members

The corporation shall have no members.

///
///
///

ARTICLE IV
Restrictions

The corporation is intended to qualify as a tax-exempt charitable organization within the meaning of Section 501(c)(3) of the Tax Code. Notwithstanding any other provision of these articles apparently to the contrary, the affairs of the corporation shall be conducted exclusively in such a manner as to qualify for tax exemption under the provisional Tax Code just cited or the corresponding provision of any future federal tax laws. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers or other private persons, except that the corporation may pay reasonable compensation for services rendered and may make payments and distributions in furtherance of the purposes set forth in Article II. No substantial part of the activities of the corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, except to the extent permissible under Section 501(h) of the Tax Code, and the corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

The corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Tax Code, and (b) a corporation to which contributions are deductible under Section 170(c)(2) of the Tax Code.

ARTICLE V
Board of Directors

The governing body of the corporation shall be a Board of Directors. The number of directors constituting the Board of Directors of the corporation may vary from three to ten, exclusive of ex-officio directors. The names and addresses of the persons, other than ex-officio directors, who are to serve as directors until the next annual meeting of the Board of Directors or until their successors are elected and shall qualify are:

Name Address

Tore Steen

1732 SW Elm Street
Portland, Oregon 97203

J. Daniel Steffey

808 SW Third Ave. 6th Floor
Portland, Oregon 97204

Robert A. Crooks

Suite 800, Pacific Bldg.
520 SW Yamhill Street
Portland, Oregon 97204

After incorporation, additional members of the Board of Directors may be elected by the initial incorporator within 90 days of incorporation. Within 365 days from incorporation, this initial Board of Directors will establish the By-Laws for the corporation which shall specify the method by which subsequent members of the Board of Directors will be elected.

ARTICLE VI
Registered Agent

The name of the initial registered agent of the corporation is Tore Steen. The address of the corporation's initial registered office is 1732 S.W. Elm Street, Portland, Oregon 97203.

ARTICLE VII
Indemnification

The personal liability of a director to the corporation for money damages for conduct as a director is eliminated to the fullest extent allowable under the Corporation Law.

ARTICLE VIII
Dissolution

Upon dissolution or final liquidation, after payment or provision for payment of all of the liabilities of the corporation, the remaining assets of the corporation shall be distributed to such other tax-exempt organization or organizations described in Section 501(c)(3) of the Tax Code or the corresponding provision of any future federal tax laws, as the Board of Directors shall determine.

ARTICLE IX
Incorporator

The name and address of the incorporator of the corporation is:

Name
Robert A. Crooks

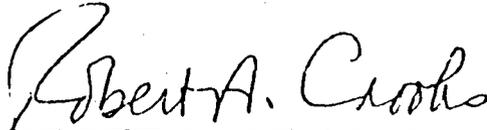
Address
800 Pacific Building
520 S. W. Yamhill Street
Portland, Oregon 97204

ARTICLE X
Mailing Address

The mailing address of the corporation for notices is 520 S.W. Yamhill, Street, Suite 800, Portland, Oregon 97204.

I, the undersigned incorporator, declare under the penalties of perjury that I have examined the foregoing and to the best of my knowledge and belief it is true, correct and complete.

DATED this 14th day of March, 1991.



Robert A. Crooks

**BYLAWS
OF
PORTLAND COMMUNITY REINVESTMENT INITIATIVES, INC.
Revised May 13, 1991**

Article I: OFFICES

The principal offices of the corporation in the State of Oregon shall be located in Multnomah County, Oregon. The corporation may have such other offices either within or without the State of Oregon, as the Board of Directors may determine or as the affairs of the corporation may require from time to time.

The corporation shall have and continuously maintain in the State of Oregon a registered office and a registered agent whose office is identical with such registered office, as required by the Oregon Non-Profit Corporation Act. The registered office may be, but need not be identical with the principal office in the State of Oregon, and at the address of the registered office may be changed from time to time by the Board of Directors.

Article II: PURPOSE

This corporation shall be organized and operated exclusively for charitable, literary, and educational purposes. Subject to the limitations stated in the Articles of Incorporation, the purposes of this corporation shall be to engage in any lawful activities, none of which are for profit, for which corporations may be organized under Chapter 65 of the Oregon Revised Statutes and Section 501(c)(3) of the Internal Revenue Code of 1954.

This corporation's primary purposes will be:

- (a) To acquire, own, develop, construct, rehabilitate, replace, lease, manage, sell, finance and otherwise advocate for and deal with residential and other real property in the State of Oregon for the benefit of very low-, low- and moderate-income persons of all races within the State of Oregon;
- (b) To provide services to persons and public and private entities interested or engaged in advancing the cause of providing decent, safe and affordable housing to persons of very low-, low- and moderate-income within the State of Oregon;
- (c) To engage in other activities consistent with the foregoing enumerated purposes; and

- (d) To work with already existing community groups to ensure that activities are complementary and cooperative. Included in this charge will be an annual evaluation of the corporation's function in the community, and a decision on whether or not that function would be best served by a merger with another community organization such as the Northeast Community Development Corporation.

Article III: MEMBERS

The corporation shall have no members.

Article IV: BOARD OF DIRECTORS

Section 1. IN GENERAL: The affairs of the corporation shall be managed by a Board of Directors in accordance with Section 10 of this Article IV. Directors need not be residents of the State of Oregon.

Section 2. NUMBER: The number of directors shall consist of three to ten (3-10) directors. No decrease in the number of directors shall have the effect of shortening the term of office of any incumbent director.

Section 3. TERM OF OFFICE: (a) The initial directors shall be designated as serving on the board for varying lengths of terms: two years and three years.

(b) Successors to the directors whose terms of office expire each year shall be appointed by the board of directors to serve a term of three years or until their successors are similarly appointed.

(c) Directors shall be eligible for reappointment for a total of two consecutive terms. A former Director who has served two terms may be reappointed to the board after an absence of one year.

Section 4. RESIGNATION: Any director of the corporation may resign at any time, either by oral tender of resignation at any meeting of the Board of Directors or by giving written notice thereof to the Secretary of the Corporation. Such resignation shall take effect at the time specified therefor and, unless otherwise specified with respect thereto, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. REMOVAL: Any and all directors may be removed, with or without cause, at a meeting called for that purpose, by a vote of a majority of the directors with a quorum present.

Section 6. REGULAR MEETINGS: There shall be an annual meeting of the Board of Directors held in the first week of December of each year. The Board of Directors may designate any place, within or without the State of Oregon, as the place of meeting for any annual meeting of the Board of Directors. If no designation is made, the meeting shall be held at the registered office of the corporation. The Board of Directors may provide by resolution the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

Section 7. SPECIAL MEETINGS: Special meetings of the Board of Directors may be called by or at the request of the Chair or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting of the Board called by them. If no designation is made, the meeting shall be held at the registered office of the corporation. Any Executive Sessions called would include only voting members of the board.

Section 8. NOTICE: No notice shall be required for the regular meeting of the Board. Notice of any special meeting of the Board of Directors shall be given at least five days previously thereto by written notice delivered personally or sent by mail or telegram to each director at his/her address shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. Any director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these Bylaws.

Section 9. QUORUM: A majority of the Board of directors shall constitute a quorum for the transaction of business at any meeting of the board; less than a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 10. MANNER OF ACTING: The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law, by the Articles of Incorporation or by these Bylaws.

Section 11. VACANCIES: Any vacancy occurring in the Board of Directors may be filled by act of the remaining board members. A director appointed to fill a vacancy shall serve the unexpired term of his or her predecessor in office.

Section 12. COMPENSATION: Directors shall not receive any compensation for their services as directors. Further, no director shall serve as an employee of the Corporation. Nothing herein contained shall be construed to preclude any Director from being reimbursed for direct expenses incurred as a result of the performance of his or her duties as a board member or officer of the corporation.

Section 13. INFORMAL ACTION BY DIRECTORS: Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Article V: OFFICERS

Section 1. OFFICERS: The officers of the corporation shall be a Chair, a Vice-Chair, a Secretary, a Treasurer, an Executive Director and such other officers as the Board may authorize, all of whom shall be elected from the membership of the Board of Directors. The Board may elect or appoint such other officers as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the office of Chair and Secretary.

Section 2. ELECTION AND TERM OF OFFICE: The officers of the corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Excepting for death or resignation, each officer shall hold office until his/her successor shall have been duly elected and shall by qualified.

Section 3. REMOVAL: Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4. VACANCIES: A vacancy in any office because of death or resignation, removal, disqualifications or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. DUTIES OF OFFICERS:

(a) CHAIR -- The Chair shall preside at all meetings of the Board of Directors. He/She shall sign in the corporate name, with the Secretary or any other property officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds,

contract, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or all duties incident to the office of the Chair and such other duties as may be prescribed by the Board of Directors from time to time.

(b) VICE-CHAIR -- In the absence of the Chair or in event of his/her inability or refusal to act, the Vice-Chair shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall perform such other duties as from time to time may be assigned to him/her by the Chair or by the Board of Directors.

(c) SECRETARY -- The Secretary shall keep a record of the proceedings at the meetings of Corporation and Board of Directors and shall give notice as required in these bylaws of all such meetings; he/she shall have custody of all the books, records and papers of the company, except such as shall be in charge of some other person authorized to have custody and possession thereof by resolution of the Board of Directors; he/she shall, with the Chair sign all certificates of stock of this corporation and all deeds, mortgages and contracts in any way affecting real property or any right of interest therein, and shall affix the seal of the corporation to any documents, except certificates of stock of this corporation, unless authorized by the Board of Directors; he/she shall from time to time make such reports to the officers, Board of Directors and others as may be required and shall perform such other duties as the Board of Directors from time to time shall delegate to him.

(d) TREASURER -- If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He/She shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies or other provision of Article IV of these Bylaws; and in general perform all the duties as from time to time may be assigned to him/her by the Chair or by the Board of Directors.

(e) EXECUTIVE DIRECTOR -- The Executive Director shall be an ex-officio member of the Board. The Executive Director shall be the chief executive officer of the corporation and shall have, subject to the control of the Board, general and active supervision and management of the operations and affairs of the corporation and of its several officers, assistants, agents and employees. The Executive Director shall be responsible to the Board for the administration and operation of the corporation, in conformity with

such policies and directives as the Board may from time to time adopt. The Executive Director shall engage such officers, assistants, agents and employees as are necessary, subject to approval by the Board. The Executive Director shall perform such additional duties as may be prescribed from time to time by the Board or by these Bylaws.

Article VI: COMMITTEES

COMMITTEES OF DIRECTORS: The Board of Directors by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, including an Executive Committee, each of which shall consist of two or more Directors, which committees, to the extent provided in said resolution shall have and exercise the authority of the Board of Directors in the management of the corporation, pursuant to ORS 65.354.

Article VII: CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. CONTRACTS: The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. CHECKS, DRAFTS, ETC.: All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by the Board of Directors.

Section 3. GIFTS:

(a) The Board of Directors may accept on behalf of the corporation any gift, grant, bequest or devise for the general purposes of the corporation. The Board of Directors may authorize any officer, agent or employee to accept on behalf of the corporation any gift, grant, bequest or devise and such authority may be general or confined to specific funds, accounts or purposes. The Board of Directors has the right to reject or refuse to accept any gift, grant, bequest or devise whenever it is deemed to be in the best interest of the corporation to reject or refuse to accept such gift, grant, devise.

(b) Unless the terms expressly provide otherwise, all gifts, grants, bequests and devises shall be deemed irrevocable.

(c) Any person who shall give, bequeath or devise any property to the corporation may make such gift subject to such

conditions and limitations as to the use of the principal or income as he/she may see fit, and may specify such uses for the principal or the income as he/she may desire, provided such conditions, limitations, specifications and provisions are consistent with the general purposes of the corporation and provided, further, that the Board of Directors has the right to reject or refuse to accept any such gift, grant, devise or bequest in the event it would not be in the best interest of the corporation to accept such gift, grant, devise or bequest.

(d) All such property received and accepted by the corporation shall become a part of the corporation property and, subject to any limitations, conditions or requirements, may be commingled with the other assets of the corporation. However, such property shall or may be placed in any number of separate accounts whenever the conditions, limitations or instruction of the gift, grant, bequest or devise required a separate fund or account, or whenever the Board of Directors, in its judgment, determines that such property should be placed in a separate and distinct fund or account.

Section 4. DEPOSITS: All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may elect.

Article VIII: BOOKS & RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record) giving the names and addresses of the directors. All books and records of the corporation may be inspected by any director, his/her agent or attorney for any proper purpose at any reasonable time.

Article IX: BUDGET YEAR

The budget year of the corporation shall begin on the first day of January and end on the last day of December of the same year.

Article X: WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Oregon Non-Profit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time

stated therein, shall be deemed equivalent to the giving of such notice.

Article XI: INDEMNIFICATION

Section 1. DIRECTORS AND OFFICERS: The Corporation shall indemnify to the fullest extent provided in Oregon Revised Statutes (ORS), Chapter 65, or any successor statute, any Director or Officer who was or is a Party to any Proceeding (other than an action by or in the right of the Corporation) by reason of or arising from the fact that he or she is or was a Director or Officer of the Corporation or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974, as amended, with respect to any employee benefit plan of the corporation. The determination and authorization of indemnification shall be made as provided in ORS.

Section 2. ADVANCE OF PROFESSIONAL EXPENSES: The Corporation may pay for or reimburse the reasonable expenses incurred by a Director or Officer who is a Party to a Proceeding in advance of final disposition of the Proceeding as provided in ORS 65.387.

Section 3. INSURANCE: At the discretion of the Board of Directors, the Corporation may purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Corporation against any liability asserted against and incurred by such individual in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this Article XI.

Section 4. PURPOSE AND EXCLUSIVITY: The indemnification referred to in the various sections of this Article shall be deemed to be in addition to and not in lieu of any other rights to which those indemnified may be entitled under any statute, rule or law or equity, agreement, vote of the Board of Directors or otherwise.

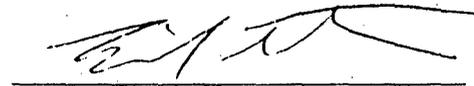
Section 5. DEFINITIONS: The capitalized terms in this Article XI shall have the same meanings given them in ORS.

Article XII: AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws adopted by a majority of the directors present at any regular or special meeting of the Board of Directors, provided, however, written notice of such proposed action must be given to the directors at least ten (10) days prior to the date of such meeting.

These Bylaws were ADOPTED and replace all other Bylaws:
May 13, 1991

Signed by Corporation Secretary:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke at the end, positioned above a horizontal line.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Cancellation of Property Taxes on Certain Properties in Multnomah County.

ORDER
93-393

WHEREAS, a hearing was held before the Board of County Commissioners on December 16, 1993, upon the petition of Portland Community Reinvestment Initiatives, Inc. (PCRI), a nonprofit housing agency, seeking cancellation of real property taxes; and

WHEREAS, House Bill 2017, which gives the County the authority to cancel certain property taxes, was passed by the Oregon state legislature and became effective on November 3, 1993; and

WHEREAS, the Board, after reviewing the petition and supporting documents and listening to oral testimony at the hearing, makes the following findings:

1. That the properties for which tax cancellation is sought were acquired from a trustee in bankruptcy subject to an encumbrance for overdue property taxes;

2. That the properties acquired from the trustee in bankruptcy were by a nonprofit corporation, PCRI;

3. That the corporation rents or leases the properties to low income individuals;

4. That PCRI has assumed the lender's interest in trust deeds to which the properties are subject and the current occupants are purchasers who remitted payments to the previous lenders or representatives or agents thereof for the payment of property taxes; and

5. That the taxing districts in Multnomah County were sent a notice of hearing and consultation prior to the hearing and all taxing districts were given an opportunity to consult with the Board.

THEREFORE, BE IT ORDERED, that:

1. The real property taxes, interest and penalties on properties set out on a list attached hereto as Exhibit 1 and which accrued prior to the possession, right to possession or ownership of the present occupants, be cancelled pursuant to the authority of House Bill 2017 (1993);

12/13/93:1

2. That the cancellation is further limited to taxes incurred in tax years beginning on or after January 1, 1985, and before July 1, 1992, including interest and penalties.

3. That in the event that there are additional outstanding property taxes, interest, billing and foreclosure fees, and penalties owing for the properties on Exhibit 1, but not currently included in the total amount by reason of data inaccuracies or uncalculated interest, that these additional amounts be cancelled subsequent to the signing of this order without further order.

ADOPTED this 23rd day of December 1993.



By Beverly Stein
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy
Sandra N. Duffy
Assistant County Counsel

D:\WPDATA\SIX\935SND.PLD\mm

12/13/93:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

12/15/93

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-00640-0710	R-00640-0711	6128 NE 6th Av	7,112.35
R-00640-0730		6039 NE 7th Av	3,633.52
R-00660-0030		537 NE Ainsworth St	1,315.98
R-00960-1770		518 NE Brazee St	3,538.76
R-00960-3270		523 NE Morris St	1,653.25
R-00960-4910		211-13 NE Stanton St	2,272.25
R-00960-5010		128 NE Morris St	1,387.98
R-01020-0150		4933 NE 10th Av	3,095.61
R-01050-0350		4307 NE Mallory Av	1,044.71
R-01050-1340		302-04 NE Shaver St	1,830.58
R-01050-2250	R-01050-2251	3956 NE Mallory Av	5,847.68
R-01050-3640		58 NE Skidmore St	1,264.10
R-01050-3800		4066 NE Cleveland Av	1,805.72
R-01050-5200		3513-15 NE Cleveland Av	2,863.00
R-01180-0840		2230 N Portland Blvd	3,906.23
R-03270-3960		7225 N Curtis Av	2,962.01
R-03670-1430		441 NE Webster St	573.13
R-09360-0180		2461 NE 51st Av	2,433.88
R-12690-0130		5334 NE 9th Av	2,307.41
R-14680-0660		4414 N Borthwick Av	2,514.98
R-14680-0670		4426 N Borthwick Av	3,775.54
R-14680-1490		4235 N Gantenbein Av	3,196.67
R-14680-2410		426-28 N Mason St	4,476.29
R-14680-3760		3953 N Gantenbein Av	2,201.03
R-14680-3990		3933 N Vancouver Av	2,504.04
R-14680-5080		3825 N Borthwick Av	5,647.46
R-14680-5650		3534 N Borthwick Av	1,185.42
R-14700-0790		417 N Blandena St	2,910.73

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 2

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-16390-2570		4715 N Kerby Av	1,940.44
R-16390-3130		4604 N Kerby	2,082.26
R-16390-3510		4804 N Kerby Av	4,894.11
R-16390-3670		4548 N Michigan Av	3,358.48
R-16390-3930		4745 N Borthwick Av	3,889.02
R-16640-1240		834 NE Ainsworth St	2,865.83
R-16640-1870		5503 NE 9th Av	1,281.06
R-16640-1920		827 NE Killingsworth St	1,407.51
R-16670-1250		525 NE Jessup St	3,110.65
R-16980-3080		9304 N Portsmouth Av	5,670.84
R-16980-3660		9437 N Exeter Av	4,194.51
R-16980-5190		9632 N Clarendon Av	2,529.27
R-17310-0270		1805-19 NE Dekum St	6,612.72
R-17310-0340		2005 NE Dekum St	3,807.60
R-17310-1820	R-17310-1821	1756 NE Highland St	6,902.53
R-17310-1830		1744 NE Highland St	3,945.19
R-17310-1860		1714 NE Highland St	3,956.31
R-17310-2670		1773 NE Junior St	1,917.15
R-17310-3440		1514 NE Liberty St	1,552.07
R-17310-3630		1505 NE Highland St	4,437.12
R-17310-4410		1334 NE Junior St	3,164.40
R-17310-4680		1415 NE Junior St	5,482.21
R-19090-0050		6822 N Albina Av	2,566.07
R-19090-0230		6934 N Albina Av	2,044.11
R-21050-0090		3916 NE 18th Av	6,143.41
R-21050-0920		3736 NE 15th Av	4,272.39
R-21980-1190 (1)		2204-10 SE Ankeny St	16,998.53
R-24180-0830		703 NE Buffalo St	3,077.65

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-24180-0850		723 NE Buffalo St	1,489.42
R-24180-1250		7074 NE 7th Av	2,399.56
R-24180-1380		7017 NE 7th Pl	2,598.70
R-24180-1520		7042 NE 7th Pl	2,319.24
R-24180-1790		7028 NE 6th Av	2,653.10
R-24180-2500		7027 NE Grand Av	2,334.54
R-24180-2530		7041 NE Grand Av	1,272.71
R-24180-2740		515 NE Morgan St	1,178.26
R-24230-0780		4921 NE 30th Av	4,362.98
R-24230-1890		4719 NE 33rd Av	5,706.82
R-24230-2180	R-24230-2181	4704 NE 31st Av	7,711.98
R-24230-3150	R-24230-3151	4619 NE 28th Av	6,867.61
R-25630-0590		1531 N Blandena St	2,378.75
R-26210-0090		8923 SE Ellis St	4,894.35
R-26790-0390		7828 N Mississippi Av	2,407.27
R-26790-6010		1415 N Winchell St	2,096.38
R-27500-2260		2130 NE 88th Av	6,589.26
R-29530-1170	R-29530-1171	5234 NE 30th Av	6,146.08
R-29530-1290		5215 NE 32nd Av	1,502.27
R-31340-1250		5616 SE 50th Av	5,627.81
R-32170-0830		4414 SE Taylor St	8,453.09
R-32270-1660		1215 NE 160th Av	3,794.76
R-32780-0550		8116 N Emerald AV	1,798.15
R-34000-0670		517 N Bryant St	5,022.68
R-34000-1210		415 N Morgan St	1,248.35
R-34110-0730		6345 NE 36th Av	5,470.79
R-34410-1570		3335 NE 76th Av	4,874.23
R-35660-0100		2004 NE 33rd Av	4,914.29

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 4

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-35660-1130		3554 NE Schuyler St	6,922.15
R-38180-0690		735 NE 79th Av	5,155.62
R-38430-0400		4706 NE 7th Av	5,035.20
R-38430-0440		723 NE Going St	1,392.98
R-38430-0710		4623 NE 10th Av	5,595.61
R-38430-0900		4618 NE 11th Av	2,248.06
R-38430-1490		4542 NE 12th Av	1,513.49
R-38430-1820		4525 NE 11th Av	2,048.19
R-38430-1880		4532 NE 9th Av	1,782.60
R-38430-2020		4528 NE 8th Av	3,946.88
R-38430-2080		4533 NE 9th Av	3,440.84
R-38460-0150		6235 NE 10th Av	4,090.43
R-38460-0300		6216 NE 10th Av	3,407.30
R-38460-1900		6126 NE 16th Av	5,046.96
R-38460-2410		6226 NE 18th Av	3,252.93
R-38460-3250	R-38460-3251	5840 NE 11th Av	6,859.97
R-38460-3300	R-38460-3290	1134 NE Ainsworth St	3,753.38
R-38460-3410		1204 NE Ainsworth St	2,057.81
R-38460-3900		5714 NE 9th Av	1,623.47
R-38460-4590		5634 NE 13th Av	1,695.25
R-38460-4970		1313 NE Killingsworth St	3,086.92
R-38520-0420		4831 NE 12th Av	1,484.97
R-38520-0580		4831 NE 13th Av	1,757.07
R-38850-0960		9131 N Lombard St	2,138.40
R-39400-5270		10128 N Hudson St	5,203.15
R-39621-9760		1922 NE 9th Av	2,967.27
R-39850-0080		329 NE Holman St	3,600.88
R-39850-0170		339 NE Holman St	2,899.36

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 5

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-39850-0380		353 NE Holman St	3,600.88
R-41140-6070	R-41140-0671	3834 NE 70th Av	10,364.92
R-41390-0590	R-41390-0591	5311 NE 26th Av	9,342.16
R-41390-0970		5315 NE 27th Av	3,053.33
R-41390-4790		5027 NE 26th Av	1,794.60
R-41390-4810		5033 NE 26th Av	3,094.48
R-41390-5070		5028 NE 26th Av	2,280.36
R-42042-5500		2603 NE 8th Av	6,101.05
R-42070-2560		5125 NE Campaign St	5,013.98
R-42100-0880		4326 NE 15th Av	2,680.09
R-42100-0890		4336 NE 15th Av	1,958.25
R-42130-1320		5535 NE 23rd Av	3,659.04
R-42130-8600		6037 NE 28th Av	5,812.56
R-42131-8100		5622 NE 32nd Av	5,754.56
R-44060-0350	R-44060-0351	8242 NE Eugene St	9,751.88
R-44591-0270	R-44591-0271	1833 N Watts St	8,774.89
R-44591-4290	R-44591-4291	2230 N Schofield St	6,597.43
R-44591-4480		2311 N Watts St	2,195.23
R-44670-0540		8240 N Interstate Av	3,684.73
R-44970-0770		5328 NE 38th Av	4,368.30
R-45000-2740		5731 NE Simpson St	8,806.72
R-45530-0230		6602 N Haight Av	7,913.15
R-48080-2610		3916 SE 63rd Av	5,926.98
R-48080-2850	R-48080-2851	3810 SE 62nd Av	7,340.39
R-49280-0710	R-49280-0720	4618 NE 26th Av	5,442.44
R-49710-0500		3824 NE 7th Av	2,648.63
R-49710-1100	R-49710-1101	3717 NE 11th Av	4,147.64
R-49710-1230		1111 NE Beech St	4,910.21

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 6

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-49710-1370 (2)		1213 NE Beech 3702 NE 12th Av	0.00 1,469.50
R-49710-2910		836 NE Beech St	1,150.03
R-49710-3240		3523 NE 7TH AV	1,479.84
R-49710-3460		3523 NE 6th Av	3,210.52
R-49730-0450		4407 NE 7th Av	2,842.05
R-49730-0870		4312 NE 9th Av	1,480.05
R-49730-1250		4207 NE 10th Av	2,857.21
R-49730-1480		4236 NE 7th Av	3,795.89
R-49730-2450	R-49730-2451	4066A-E NE Grand Av	13,704.73
R-49730-3050		4006A-B NE 8th Av	2,493.62
R-49730-3280		4027 NE 10th Av	1,454.94
R-49730-3520		734 NE Shaver St	3,622.83
R-50200-0350		2915 SE Caruthers St	4,951.85
R-51200-2050		7225 N Williams Av	4,084.42
R-51200-3310		7055 NE Cleveland Av	3,334.37
R-51200-5050		76 NE Russet St	3,465.91
R-51250-0840		163 NE Lombard St	4,082.56
R-51250-1300		130 NE Lombard St	4,183.66
R-51350-0210		1513 NE Bryant St	4,793.66
R-51350-0230		1525 NE Bryant St	5,348.73
R-52000-0140		4816 NE 7th Av	2,243.48
R-52050-2180		1035 N Alberta St	3,053.29
R-52070-2330		5216 N Missouri Av	2,444.65
R-52070-2570		5403A-B N Mississippi Av	2,155.02
R-52070-5750		813 N Webster St	1,991.68
R-52070-5930		632A-B N Webster St	1,516.23
R-52070-6150		645 N Alberta St	1,845.46
R-52070-6370		916 N Webster St	3,014.87

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 7

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-52070-6430		939A-N N Alberta St	16,538.03
R-52070-6670		614 N Alberta St	1,471.69
R-52670-0070		4915 NE Cleveland Av	1,322.64
R-52670-2100		4608 NE Garfield Av	1,115.08
R-52670-2440		4616 NE Mallory Av	2,988.28
R-52670-2910		4725 NE Rodney Av	675.65
R-52680-0230		102 N Going St	1,440.67
R-56070-0780		37 NE 127th Av	7,705.12
R-60730-0160		6623 NE Cleveland Av	2,624.26
R-60730-0220		6717 NE Cleveland Av	3,468.55
R-61030-1440		5817 N Michigan Av	1,213.46
R-61030-2390		5903 N Michigan Av	2,975.22
R-61150-0870		3935 NE 7th Av	5,696.64
R-61150-1510		3946 NE 10th Av	1,359.54
R-61150-1940		3927 NE 13th Av	3,656.34
R-61150-2360		4034 NE 13th Av	4,226.76
R-61150-2740	R-61150-2741	4006A-B NE 11th Av	5,168.58
R-61150-2770		4027 NE 12th Av	4,038.24
R-61150-3840		4315 NE 13th Av	1,432.03
R-62110-2140		9120 N Windle St	3,173.62
R-62130-0730		8826 N Hartman St	2,296.51
R-62230-0300		5616 NE 15th Av	1,374.13
R-62230-0440		5637 NE 16th Av	4,275.24
R-62230-0450		5707 NE 16th Av	3,856.98
R-62230-0700		5714 NE 16th Av	2,306.23
R-62230-0890		5600 NE 17th Av	2,842.31
R-62230-0910		5624 NE 17th Av	2,678.87
R-62230-2200		5807 NE 15th Av	4,659.15

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 8

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-63780-0710		7011 NE Emerson St	2,883.38
R-64790-1320	R-64790-1321	3119 NE 111th Av	10,008.67
R-65510-2950		2714 N Halleck St	3,288.81
R-65521-2420		8508 N Drummond Av	2,334.00
R-65780-4510		5925 N Haight Av	1,706.15
R-65810-0180	R-65810-0181	6908 NE Garfield Av	4,752.59
R-65846-1920		1146 NE La Mesa La	9,273.07
R-66340-0590	R-66340-0591	7227 SE Harney St	8,024.08
R-66571-1760		7724 N Fessenden St	2,063.86
R-67020-0310	R-67020-0311	5105 N Fessenden St	5,354.85
R-67053-1690		8955 N Haven Av	1,089.93
R-67070-4170		8629 N Hodge Av	3,848.74
R-69030-0800		9439 N Charleston Av	497.75
R-72311-2640		3225 NE 57th Av	10,209.46
R-72450-0430		5029-31 NE 7th Av	4,477.06
R-72500-0400		5262 NE 8th Av	1,140.15
R-72530-0090		1014 NE Emerson St	1,218.87
R-72730-1680		4523 NE 96th Av	5,773.51
R-74720-1050		25 NE Dekum St	1,096.30
R-74770-1530		7643 N Washburne Av	6,281.01
R-77910-1560		7434 N Alma Av	4,451.43
R-77910-2420		7325 N Jersey St	2,908.69
R-78550-0510	R-78550-0511	1345 NE 59th Av	12,420.64
R-79100-0550		1426 NE Holland St	8,293.20
R-81611-2110		725 N Lombard St	2,133.48
R-81611-2180		637 N Lombard St	6,314.17
R-81611-2710		711 N Stafford St	4,207.28
R-82630-1050		6822 SE 86th Av	5,276.73

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-84240-3250		6041 SE Tolman St	2,523.90
R-85131-1420	R-85131-1421	5114 N Vanderbilt St	8,294.79
R-85131-4090		8735 N Woolsey Av	5,940.80
R-85131-6750	R-85131-6751	4414 N Willis Blvd	9,659.37
R-85131-7200		8517 N Dana Av	2,194.31
R-85131-7680		8606 N Dana Av	3,509.61
R-85133-3860		8724 N Wayland Av	2,080.52
R-85133-6360		8714 N Woolsey Av	3,534.23
R-85770-0790		8004 SE Rhone St	6,027.15
R-85871-1610	R-85871-1611	11740 SE Ash St	7,420.54
R-86070-0900		5330 NE 17th Av	1,465.37
R-86070-1200		5305 NE 19th Av	1,374.87
R-86070-2380	R-86070-2381	5305 NE 24th Av	5,675.98
R-86070-2450		5413 NE 24th Av	2,003.51
R-86070-2740		5205 NE 23rd Av	4,960.35
R-86070-3550		5224 NE 17th Av	3,776.55
R-86070-3730		5214 NE 16th Av	3,347.01
R-86070-4240		5125 NE 14th Pl	3,002.20
R-86070-5300		5027 NE 20th Av	1,123.86
R-86070-5380		5116 NE 20th Av	1,978.43
R-86070-5550	R-86070-5551	5116 NE 21st Av	5,393.98
R-86070-5910		5036 NE 23rd Av	3,200.10
R-86070-6700		4814 NE 20th Av	3,740.00
R-86070-7060		4914 NE 18th Av	2,179.63
R-86070-7190		4933 NE 19th Av	2,028.78
R-86070-7310		4803 NE 18th Av	2,216.52
R-86070-8140		4744 NE 14th Pl	4,364.49
R-86070-8220		1455 NE Going St	3,181.16

12/15/93

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

PAGE 10

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-86071-0230		4736 NE 17th Av	937.71
R-86071-1070		4629 NE 22nd Av	5,341.24
R-86071-2210		4531 NE 19th Av	3,423.01
R-86071-2780		4415 NE 20th Av	1,268.66
R-86270-0750		3170 N Arlington Pl	6,311.55
R-87200-0850	R-87200-0851	629 NE Emerson St	3,696.01
R-87200-0960		727 NE Emerson St	3,240.75
R-87730-1440		5405 NE Rodney Av	652.25
R-87730-2960		5236 NE Cleveland Av	4,985.97
R-89360-1810		917 NE Tillamook St	4,837.52
R-89390-2270		5835 N Kerby Av	3,055.18
R-90470-0270		1122 NE 113th Av	2,025.37
R-90670-0050		5026 N Trenton St	1,326.62
R-91251-4550		3608 NE Killingsworth St	9,671.49
R-91640-1960		3323 NE Rodney Av	1,943.83
R-91850-0070	R-91850-0071	7705 N Fessenden St	6,096.80
R-92080-0250		12748 NE Halsey St	6,549.83
R-92550-1040		6941 NE 13th Av	2,060.99
R-92580-0400		7246 NE 9th Av	1,154.62
R-92580-0830	R-92580-0831	947 NE Oneonta St	5,992.98
R-92580-3870		1114 NE Lenore St	2,971.67
R-92580-4370		6505 NE Durham Av	1,547.67
R-92580-4460		6344 NE 10th Av	1,556.49
R-92610-0940		6435 NE 8th Av	3,259.74
R-92610-2480		6406 NE 8th Av	1,679.80
R-94106-1130	R-94106-1131	10146 N Polk Av	6,958.57
R-94114-0170		1522 NE Bryant St	4,097.12
R-94122-0330		5216 N Commercial Av	2,106.21

PCRI
TAXES - REQUEST FOR FORGIVENESS
12:02 pm

12/15/93

PAGE 11

TAX ID NUMBER	TAX ID #2	STREET ADDRESS	DOMINION CAPITAL SHARE
R-94225-0490	R-94225-0491	2427 NE 148th Av	8,824.16
=====	=====	=====	=====
Total:			1,076,253.75
Count:	282	33	

Meeting Date: _____

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Amendment to County Land Sale Contract No 15522

AGENDA REVIEW/
BOARD BRIEFING _____ (date) REGULAR MEETING 12/23/93 (date)

DEPARTMENT DES DIVISION Tax Title

CONTACT County Counsel TELEPHONE 248-3138

PERSON(S) MAKING PRESENTATION Matthew Ryan / Sandra Duffy

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):

12/27/93 Certified True Copies of Resolution & original 2nd Amendment to Matthew Ryan. Copy to Bev Scott, Tax Title

(If space is inadequate, please use other side)

SIGNATURES:

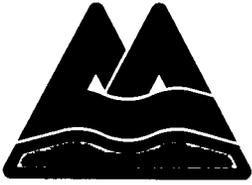
ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER John D. Boy for LK

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1993 DEC 13 PM 4:19
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
BEVERLY STEIN, CHAIR
DAN SALTZMAN
GARY HANSEN
TANYA COLLIER
SHARRON KELLEY

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DU BAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. ITKIN
H.H. LAZENBY, JR.
STEVEN J. NEMIROW
MATTHEW O. RYAN
JACQUELINE A. WEBER

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Matthew Ryan, Assistant County Counsel

DATE: December 10, 1993

REQUESTED PLACEMENT DATE: December 23, 1993

RE: Amendment to County Land Sale Contract No. 15522

I. Recommendation/Action Requested: Approval of Contract Amendment Resolution.

II. Background/Analysis: This is an amendment to an existing contract for sale of a tax foreclosed property. The original buyers John and Sandie Luft have assigned their interest in the contract to Joe S. Brown. This assignment was done with the County's knowledge. The County's Tax Title Unit consented to the assignment.

Mr. Brown is now in bankruptcy. In April of this year, an amendment to the contract of sale was executed. However, that amendment was inadvertently never presented to the Board for approval. The amendment created a grace period for Mr. Brown until October 1, 1993 to begin repaying on the contract. This amendment was done in connection with an agreement Mr. Brown entered into with the Bankruptcy Trustee. Mr. Brown agreed to "purchase" the property interest from the Bankruptcy estate which removes the County property from the Bankruptcy proceeding.

Mr. Brown will then move to pay off the County contract. However, he now requests the contract be amended again to provide him until April 30, 1994 to begin payment.

It is my understanding that Mr. Brown has spent substantial sums in engineering and building studies of the property. It is desirable property in Northwest Portland, but is steep and difficult to develop. If Mr. Brown is successful, the proceeds of the contract (\$90,000) are about double the tax liability (\$45,000 approximately). Otherwise, the value of property is substantially below the tax liability according to Larry Baxter of Tax Title.

BOARD OF COUNTY COMMISSIONERS

December 10, 1993

Page 2

The Second Amendment, in addition to extending the payment date until April 30, 1994, also incorporates and ratifies the previous amendment.

III. Financial Impact: None.

IV. Legal Issues: See Section II, above.

V. Controversial Issues: See Section II, above.

VI. Link to Current County Policies: N/A

VII. Citizen Participation: N/A

VIII. Other Government Participation: See Section II, above.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY, OREGON

In the Matter of the Approval of the)
Second Amendment to County Land) RESOLUTION
Sale Contract 15522) 93-394

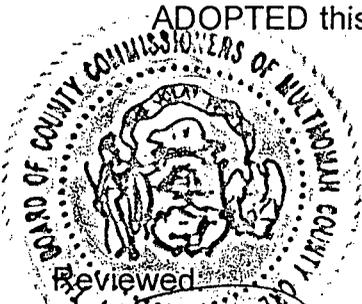
WHEREAS, Multnomah County entered into Contract No. 15522, a land sale contract on April 18, 1990 with Jon and Sandie Luft; and

WHEREAS, the Lufts assigned their interest in the contract to Joe S. Brown on July 10, 1990; and

WHEREAS, Multnomah County Tax Title Unit and Mr. Brown request the Board approve a Second Amendment to Contract No. 15522 which incorporates an earlier amendment done in April 1993 and also extends Mr. Brown's time to begin repayment on the contract until April 30, 1994.

THEREFORE BE IT RESOLVED that the attached "Second Amendment to Contract and Assignment" relating to County Contract No. 15522 and attached and identified as Exhibit A is hereby approved.

ADOPTED this 23rd day of December, 1993.



Matthew O. Ryan
Assistant County Counsel
Matthew O. Ryan

By: *Beverly Stein*
Beverly Stein, Chair
Multnomah County, Oregon

Exhibit A

**SECOND AMENDMENT TO
CONTRACT AND ASSIGNMENT**

Parties: Joe Stuart Brown, assignee/vendee ("Brown")
Multnomah County, vendor ("County")

RECITALS 1) Brown is the assignee of the vendee's interest on a certain land sale contract, County Contract No. 15522, dated April 18, 1990 between County as vendor and Jon Luft and Sandie Luft as vendees recorded April 20, 1990 in Book 2294, page 249, Multnomah County Records. The property which is the subject of the contract is legally described as follows:

Willamette Heights Add, N90' of E15' and W35' of
Lot 6, Block 26; Lots 7 and 10, Block 26; Lots 11
and 14, Block 26.

- 2) The Lufts assigned their interest in this Contract and the above described property to Brown by an agreement entitled, "Assignment and Conveyance By Owner of Vendee's Interest in Land, Sale Contract," dated July 10, 1990, recorded July 31, 1990 at Book 2328, pages 1238 to 1240, Multnomah County Records. This agreement shall be referred to herein as "The Assignment."
- 3) On April 7, 1993 the County and Brown executed an amendment to the Contract identified in paragraph 1, recorded at Book 2674, pages 1995-1996. A copy of which is attached and incorporated by this reference.

The parties do hereby agree to further amend the above described contract and assignment as follows:

1. The amendment to the Contract dated April 7, 1993 between the County and Brown is hereby extended until April 30, 1994, effective October 1, 1993.

2. For the period of this extension there shall be no payments due; interest shall continue to accrue.

3. The delinquent payments, in the amount of \$19,497.04, that were due October 31, 1993 shall be included in the principal balance due April 30, 1994.

4. Except as modified by this amendment, the terms and conditions of the Contract dated April 18, 1990, and the first amendment to that Contract dated April 7, 1993, as well as the Assignment dated July 10, 1990, shall remain in force.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

For Multnomah County:

Assignee/Vendee:

Beverly Stein

Name: Beverly Stein

Joe S. Brown

Title: Multnomah County Chair

Date: _____

Date: December 23, 1993

STATE OF OREGON)
County of Multnomah) ss.

Personally appeared the within named Joe S. Brown and acknowledged the foregoing instrument to be a voluntary act and deed.

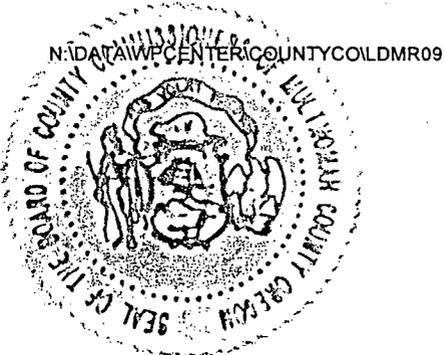
SUBSCRIBED AND SWORN to before me this ____ day _____ 1993.

Notary Public for Oregon
My Commission expires _____

Reviewed by:

Matthew O. Ryan

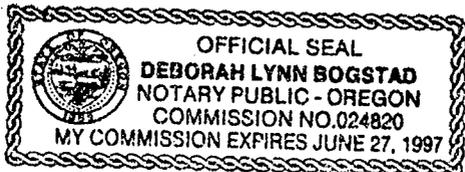
Assistant County Counsel
Matthew O. Ryan.



STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 23rd day of December, 1993, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

AMENDMENT TO CONTRACT

BETWEEN: Multnomah County
P. O. Box 849
Portland, Oregon 97207
(the "County")

AND: Joe S. Brown
901 S. W. King, #619
Portland, Oregon 97205
("Brown")

1. Description of Contract. On April 18, 1990, Multnomah County entered into a contract with Jen and Sandie Luft for the sale of certain undeveloped real property in Portland, Oregon. On July 10, 1990, the buyers assigned the contract to Brown.

2. Pending Bankruptcy. On December 4, 1992, Brown filed a Chapter 7 bankruptcy. Brown has agreed to purchase the estate's interest in this property from the bankruptcy trustee and resume payments on the contract. Attached hereto as Exhibit A is a copy of the Order Authorizing Assumption of Executory Contract.

3. Development of Property. Brown intends to obtain certain geotechnical studies to determine the development potential of the lots for single-family residential construction. Upon completion of those studies, the lots will be offered for sale.

4. Lot Releases. The contract dated April 18, 1990 is hereby modified to permit the sale of individual building lots upon receipt of partial payments under the contract. The County hereby agrees to deliver a deed for individual building lots upon receipt of a pro-rata portion of the outstanding balance due on the contract. The amount to be paid upon the sale of a lot shall be determined by dividing the number of lots to be sold by the total number of lots remaining, multiplied by the balance owing on the contract. For the first lot to be sold, the calculation would be one-fifth of the balance due on the contract. If only three lots are remaining and two lots are to be sold, the amount to be paid would be two-thirds of the balance due on the contract.

5. Except as modified in the Order Authorizing Assumption of Executory Contract and this amendment, the terms and conditions of the contract dated April 18, 1990 shall remain in force.

AFTER RECORDING, RETURN TO:

Laura J. Walker
1001 S.W. 5th Avenue
Suite 2000
Portland, OR 97204-1136

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

MULTNOMAH COUNTY

By: Sandra Duffy
Name: Sandra N. Duffy
Title: Assistant County Counsel

Joe S. Brown
Joe S. Brown

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on April 7,
1993 by Sandra N. Duffy as Assistant County Counsel
for Multnomah County.

Shirley P. Walker
Notary Public for Oregon
My Commission expires: 1/17/94

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on March 13,
1993 by Joe S. Brown.

Salvador S. Brown
Notary Public for Oregon
My Commission expires: 11/21/93

1 LAURA J. WALKER (OSB #79432)
2 Cable, Huston, Benedict, Haagensen & Ferris
3 2000 Security Pacific Plaza
4 1001 S. W. Fifth Avenue
5 Portland, Oregon 97204-1136
6 Telephone: (503) 224-3092

7 Attorney for Debtor

8 UNITED STATES BANKRUPTCY COURT
9 DISTRICT OF OREGON

10 In re)
11 JOE S. BROWN,) CASE NO. 392-37870-S7
12 Debtor.) STIPULATED ORDER REGARDING
13) ASSUMPTION OF EXECUTORY
14) CONTRACT

15 Based on the stipulation of the parties,
16 IT IS HEREBY ORDERED,

17 1. The debtor's motion for assumption of the executory
18 contract with Multnomah County dated April 18, 1990 is hereby
19 granted.

20 2. The debtor shall make payments of not less than \$600.00
21 per month to Multnomah County commencing April 15, 1993 and
22 continuing on the 15th day of each month thereafter.

23 3. The debtor shall cure the default on the contract on or
24 before October 31, 1993.

25 4. In the event the debtor fails to make the payments
26 specified in paragraph 2 or fails to cure the default as specified
in paragraph 3, Multnomah County shall be entitled to immediately

1 pursue its remedies, including foreclosure or termination of the
2 contract, without filing a motion for relief from the automatic
3 stay.

4
5
6 Bankruptcy Judge

7 IT IS SO STIPULATED:

8 Sandra N. Duffy
9 Laura J. Walker (OSB #79432),
10 Attorney for Debtor

11 Sandra N. Duffy
12 Sandra N. Duffy (OSB #82044),
13 Multnomah County Counsel

14 Katherine J. Schroeder
15 Katherine J. Schroeder,
16 Trustee

17
18
19
20
21
22
23
24
25
26

BUDGET MODIFICATION NO.

DES # 8

DEC 23 1993

(For Clerk's Use) Meeting Date

Agenda No.

R-4

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

December 23, 1993

(Date)

DEPARTMENT DES

DIVISION Facilities and Property Management

CONTACT Bob Kieta

TELEPHONE x 3322

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD

F. Wayne George

SUGGESTED

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

Reclassification of one Custodian position to a Facilities Maintenance Worker in the Facilities and Property Management.

Estimated time needed on the agenda: 10 minutes

(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 reclassifies one Custodian position to a Facilities Maintenance Worker position within the Facilities Custodial program in the Facilities and Property management Division. This reclassification will increase the Division's ability to better utilize staff by expanding the duties of the Custodian position to perform landscape work, interior lighting maintenance and move furniture.

Any expenditure increase this year resulting from the reclassification will be within the approved FY93-94 Personal Services allocation for the Division.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

None

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

Fund Contingency before this modification (as of

Date

\$

After this modification

\$

Originator/BA <u>F. Wayne George</u>	Date <u>12/13/93</u>	Department Director	Date
Plan/Budget Analyst <u>Sharon C. ...</u>	Date <u>12/13/93</u>	Employee Services <u>Donald H. Windley</u>	Date <u>12/13/93</u>
Board Approval <u>Wesley ...</u>	Date <u>12/23/93</u>		

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 14 PM 2:06

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DES # 8

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(1.00)	Custodian	(22,112)	(5,957)	(3,120)	(31,189)
1.00	Facilities Maintenance Worker	23,051	6,777	3,300	33,128
0	TOTAL CHANGE (ANNUALIZED)	939	820	180	1,939

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
(0.5) FTE	Reclass Custodian position January 1, 1994	(11,056)	(2,978)	(1,560)	(15,594)
0.5 FTE	Fac Maintenance Worker effective Jan 1, 94	11,525	3,388	1,650	16,563
TOTAL CURRENT FISCAL YEAR CHANGES		469	410	90	969

BUDGET MODIFICATION NO

DES #8

EXPENDITURE

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
		100	30	5600		Perm	5100	2,231,737	2,231,268	469		
		100	30	5600		Fringe	5500	618,581	618,171	410		
		100	30	5600		Ins	5550	394,321	394,231	90		
												<i>Costs will be absorbed within Facilities Repair budget. No change. Sme</i>
		400	050	7531			6520					Insurance Fund
		401	030	5910			6180					Fleet Fund
TOTAL EXPENDITURE CHANGE										969		

REVENUE

TRANSACTION EB GM []

TRANSACTION DATE _____

ACCOUNTING PERIOD _____

BUDGET FY _____

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6640					Insurance Fund
		401	030	5910			6620					Fleet Fund
TOTAL REVENUE CHANGE										0		

REQUEST TO CREATE/RECLASSIFY A POSITION

RECEIVED

JUL 20 1993

EMPLOYEE SERVICES
MULTNOMAH COUNTY

1. List the proposed duties of the position (please do not copy from the class specification):
 - a. Drives County vehicle to numerous County Facilities in performance of routine building inspections and work assignments.
 - b. Perform complete landscape duties to facilities within assigned region (including: pruning, lawn mowing, leaf removal, snow/ice removal, fertilizing, weed control, irrigation system repair and operation, etc.
 - c. Perform light interior maintenance tasks within assigned region such as plunge toilet/sink, install/repair/maintain drapery rods, blinds, bulletin boards, pictures, dispensers. Replacement of occasional loose floor tile, ceiling tile, cove base and carpet.
 - d. Furniture moves- including desks, shelving, file cabinets, chairs, tables, Herman Miller moves and installation. Minor repair & adjustment on furniture.

Use the reverse side or attach additional sheets, if needed.

2. State the proposed classification title:

FACILITIES MAINTENANCE WORKER

3. Is this a new position? YES NO

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

Vacant Custodial

5. Proposed effective date of change: July 1, 1993

Hiring Manager:

[Handwritten signature] Betty Willia

Date:

7/19/93

Dept/Div:

EMPLOYEE RELATIONS DIVISION USE ONLY

Action: Approved as submitted

Approved for classification title

Denied (for Reclassification Requests only)

Analyst Name

[Handwritten signature] Don Winkley

Date

7/21/93

- e. Painting and minor wall patching.
- f. Spot relamping.
- g. Exterior maintenance including: Cleaning gutters, sidewalks, stairways, parking lots, drain basins. Monitor outside lighting, exterior painting for graffiti cover and vandalism repair.
- h. Perform minor custodial type duties such as assisting in refuse/recycle removal, operating vacuum, using mops/brooms and to clean up after completion of project or as specially requested at facilities.
- i. Perform window washing for 1 to 1½ story windows that can be reached from the ground or with use of ladders.
- j. Assist trades as requested.

MEETING DATE: _____

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

Budget Modification Re:
SUBJECT: Reclassification of one Custodian Position to a Facilities Maintenance Worker

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 23, 1993

Amount of Time Needed: Under 5 minutes

DEPARTMENT: Environmental Services **DIVISION:** Facilities & Property Management

CONTACT: Bob Kieta **TELEPHONE #:** 248-3322
BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: F. Wayne George/Bob Kieta

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

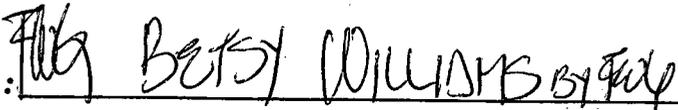
The budget modification reclassifies on Custodian position to a Facilities Maintenance Worker position within the Facilities Custodial program in the Facilities and Property Management Division. This reclassification will increase the Division's ability to better utilize staff by expanding the duties of the Custodian position to perform landscape work, interior lighting maintenance and move furniture.

Any expenditure increase this year resulting from the reclassification will be within the approved FY93-94 Personal Services allocation for the Division.

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

MEETING DATE: DEC 23 1993
AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Agreement with Oregon Health Sciences University(OHSU)

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: December 16, 1993

Amount of Time Needed: 10 minutes or less

DEPARTMENT: Health DIVISION: _____

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

PERSON(S) MAKING PRESENTATION: 1

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

OHSU agrees to provide CPU services, computer linkage back to County ISD's computer, and adequate computer support for both County and OSHU applications.

12/28/93 originals to Jim Kennedy

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 13 PM 4:17

SIGNATURES REQUIRED:

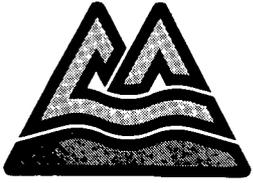
ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Billi Odgaard

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Bev Stein, Multnomah County Chair

FROM: Bill Odgaard

REQUESTED PLACEMENT DATE: December 16, 1993

DATE: December 1, 1993

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH OREGON HEALTH SCIENCES UNIVERSITY

- I. Recommendation/Action Requested: The Health Department recommends County Board approval of a Intergovernmental Agreement with Oregon Health Sciences University (OHSU) for computing services through December 15, 1998.
- II. Background/Analysis: OHSU agrees to provide CPU services, a compatible operating system, computer linkage back to County's ISD computer, linkage to State Office of Medical Assistance Program (OMAP) and State Health Division, linkage to CareOregon primary care providers around the state, and adequate computer support for both County and OHSU applications. This action has been approved by the Data Processing Operating Committee and the Data Processing Management Committee.
- III. Financial Impact: Funds have been budgeted yearly to support this IGA under the department's ISD service reimbursement. Annual expenditures are estimated to range from \$527,000 in the first year to \$760,000 in the fifth year. Health Department funds will no longer be available to support County's Information Services Division. ISD costs would be spread over a smaller user base, until other users could be secured.
- IV. Legal Issues: None
- V. Controversial Issues: Should a County organization be locked into purchasing services from County central service agencies, or should a County organization be able to compare and purchase these services from non-County vendors?
- VI. Link to Current County Policies: There appears to be no County policy governing internal service bureau - County user relationships.
- VII. Citizens Participation: None
- VIII. Other Government Participation: Oregon Health Sciences University will serve as data processing service provider for the Health Department.

INFORMATION SERVICES CONTRACT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's 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 upon execution through December 15, 1998, unless sooner rescinded under provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

A. Hardware.

1. The CONTRACTOR will provide mainframe computer hardware support for the COUNTY's Health Information System.

2. CONTRACTOR will maintain compatible operating system.

3. CONTRACTOR will provide a minimum response time averaging five seconds or less.

4. CONTRACTOR will maintain computer linkage back to COUNTY's Information Services Division computer.

5. CONTRACTOR will maintain linkage to the State Office of Medical Assistance Programs (OMAP) and State Health Division, or their successors.

6. CONTRACTOR must maintain adequate computer support for both COUNTY and CONTRACTOR applications.

7. CONTRACTOR will provide COUNTY with sixty (60) personal computers suitable for LAN connections to the mainframe.

8. CONTRACTOR will support written reports generated by COUNTY, and will assure timely delivery.

B. Software.

1. CONTRACTOR will provide and maintain the same software environment that now exists at COUNTY Information Services Division, where such software is required to operate the Health Information System.

2. CONTRACTOR will integrate COUNTY into the CONTRACTOR's user ID/password log on security system.

C. Communications.

CONTRACTOR will set up communication linkages between COUNTY and CONTRACTOR sites.

D. Personnel.

1. CONTRACTOR will hire, with joint decision of COUNTY, sufficient staff to support the operation.

2. CONTRACTOR will supervise staff with COUNTY involvement setting goals and objectives.

3. Staff will be dedicated entirely to COUNTY operation.

3. Compensation.

A. Hardware Costs.

The operational costs for CONTRACTOR mainframe computer will be charged as follows:

Hardware Usage:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	\$150,000	\$150,000	\$250,000	\$250,000*	\$250,000*

* Would be increased based upon cost of living between years Three to Four and years Four to Five, based on the US City average CPI for the preceding 12 months.

B. Software Costs.

CONTRACTOR will lease software required to support the COUNTY system. Cost will be billed to COUNTY on a quarterly basis, based upon the actual lease and maintenance costs. If CONTRACTOR uses the software for other applications, the pass through costs to COUNTY will be proportionally reduced. This software will include ADABAS, Natural, Natural Security, Predict DATA Dictionary, and Trim Data Base Monitor. CONTRACTOR will not lease this software for COUNTY use without prior approval of COUNTY.

D. Communication Costs.

CONTRACTOR will order communication lines and bill COUNTY for services.

E. Personnel Costs.

1. CONTRACTOR will hire staff for the following positions, shown in paragraph 4 below. These positions will be dedicated solely to the support of the COUNTY's Health Information System. Housing for these positions will be mutually agreed upon between CONTRACTOR and COUNTY.

2. Supervision will be the responsibility of CONTRACTOR. Weekly goals, objectives and user linkage will be the responsibility of the COUNTY.

3. Training of staff will be mutually agreed upon and costs will be born by COUNTY except where there is mutual benefit and cost sharing is appropriate.

4. Selection and decision on hiring will be shared by COUNTY and CONTRACTOR.

ESTIMATED ANNUAL COSTS***

<u>STATE CLASSIFICATION*</u>	<u>YEAR 1**</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
1 Systems Software Analyst	48,066	49,988	51,988	54,067	56,230
2 Systems Software Programmer	39,697	41,284	42,936	44,653	46,439
3 Programmer Analyst	36,218	37,666	39,173	40,740	42,369
4 Systems Analyst I	39,697	41,284	42,936	44,653	46,439
5 Systems Analyst II	43,772	45,522	47,343	49,237	51,206
6 Communications Technician II	36,218	37,666	39,173	40,740	42,370
Total Annual Personnel Costs	243,668	253,410	263,549	274,090	285,053

* From OHSU salary schedules, position/class titles.

** Annual salary at step 2 plus fringe.

*** 4% inflation factor used where appropriate.

5. CONTRACTOR will bill COUNTY for actual payroll costs of staff assigned directly to county project, on a quarterly basis.

F. CONTRACTOR will bill on a quarterly basis.

G. In no event shall the compensation of CONTRACTOR for year One exceed a total of \$578,244. COUNTY shall pay CONTRACTOR within 45 days of promptly in response to CONTRACTOR's billing(s).

H. COUNTY certifies that either federal, state, or local funds are available and authorized to finance the cost of this agreement.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its program. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

B. CONTRACTOR shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damage arising out of the tortious acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless CONTRACTOR, its officers, agents, and employees from damage arising out of the tortious acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

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

9. Work is Property of County.

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

10. Adherence to Law.

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

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

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

2. By either party upon 12 months' written notice to the other, delivered by certified mail or in person.

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

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

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

MULTNOMAH COUNTY, OREGON

By _____
(Contractor)

By _____
Beverly Stein, Chair

Date _____

Date _____

Contractor I.D. # _____

HEALTH DEPARTMENT

BY Billi Odegaard
Billi Odegaard, Director

Date 12/1/93

BY Tom Fronk
Tom Fronk, Program Manager

Date 12-1-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

BY [Signature]

Date 12-8-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 201224

Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-5</u> DATE <u>12/23/93</u> <u>DEB BOGSTAD</u></p> <hr/> <p style="text-align: center;">BOARD CLERK</p>
---	---	--

Department Health Division _____ Date November 30, 1993

Contract Originator Jim Kennedy Phone x4274 Bldg/Room 160/7

Administrative Contact Tom Fronk Phone x4274 Bldg/Room 160/7

Description of Contract Contractor agrees to provide mainframe computer hardware support for Department and to maintain operating and additional support systems

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Or Health Sciences University
 Mailing Address 3181 SW Sam Jackson Rd
Portland, Or 97201
 Phone 494-5075
 Employer ID# or SS# 93-6001786
 Effective Date Upon Execution
 Termination Date December 15, 1998
 Original Contract Amount \$ Requirements
 Total Amount of Previous Amendments \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other Quarterly invoice
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Odgaard
 Purchasing Director _____
 (Class II Contracts Only)
 County Counsel [Signature]
 County Chair / Sheriff [Signature]
 Contract Administration _____
 (Class I, Class II Contracts Only)

Encumber: Yes No
 Date 12/11/93
 Date _____
 Date 12-8-93
 Date December 23, 1993
 Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0885			6530		0385	Requirements		
02.											
03.											

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

INFORMATION SERVICES CONTRACT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between MULTNOMAH COUNTY, a home rule political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and OREGON HEALTH SCIENCES UNIVERSITY (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's 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 upon execution through December 31, 1998, unless sooner rescinded under provisions hereof.

2. Services.

CONTRACTOR's services under this Agreement shall consist of the following:

A. Hardware.

1. The CONTRACTOR will provide mainframe computer hardware support for the COUNTY's Health Information System.

2. CONTRACTOR will maintain necessary operating system environment to run current COUNTY applications.

3. CONTRACTOR will provide a minimum response time averaging five seconds or less.

4. CONTRACTOR will maintain computer linkage back to COUNTY's Information Services Division computer. CONTRACTOR will maintain linkage to the State Office of Medical Assistance Programs (OMAP) and State Health Division, or their successors.

a) Additional costs for linkages exclusively for COUNTY use will be the responsibility of the COUNTY.

5. CONTRACTOR will provide COUNTY with sixty (60) personal computers suitable for LAN connections to the mainframe.

6. CONTRACTOR will print written reports generated by COUNTY.

B. Software.

1. COUNTY will provide and maintain the software products required to operate the Health Information System. Changes in COUNTY applications requiring changes in software products will be made after consultation and with approval of CONTRACTOR.

2. CONTRACTOR will integrate COUNTY into the CONTRACTOR's user ID/password log on security system.

C. Communications.

CONTRACTOR will set up communication linkages between COUNTY and CONTRACTOR sites. Costs will be responsibility of COUNTY.

D. Personnel.

1. CONTRACTOR will hire, with joint decision of COUNTY, sufficient staff to support the operation.

2. COUNTY will set dedicated staff goals and objectives.

3. Staff will be dedicated entirely to COUNTY operation. Use of these staff on other CONTRACTOR applications, or use of other CONTRACTOR staff for COUNTY applications, will be tracked separately and billed back based on actual costs.

3. Compensation.

A. Hardware Costs.

The operational costs for CONTRACTOR mainframe computer will be charged as follows:

Hardware Usage:	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
	\$150,000	\$150,000	\$250,000	\$250,000*	\$250,000*

* Would be increased based upon cost of living between years three to four and years Four to Five, based on the US City average CPI for the preceding 12 months.

B. Shared Software Costs.

If CONTRACTOR develops uses for the software purchased and maintained by the COUNTY, COUNTY software costs will be shared proportionally.

C. Personnel Costs.

1. CONTRACTOR will necessary staff for the support of the COUNTY's Health Information System. Housing for these positions will be mutually agreed upon between CONTRACTOR and COUNTY.

2. Supervision will be the responsibility of CONTRACTOR.

3. Training of staff will be mutually agreed upon and costs will be born by COUNTY except where there is mutual benefit and cost sharing is appropriate.

ESTIMATED ANNUAL COSTS***

STATE CLASSIFICATION*	YEAR 1**	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1 Systems Software Analyst	48,066	49,988	51,988	54,067	56,230
2 Systems Software Programmer	39,697	41,284	42,936	44,653	46,439
3 Programmer Analyst	36,218	37,666	39,173	40,740	42,369
4 Systems Analyst I	39,697	41,284	42,936	44,653	46,439
5 Systems Analyst II	43,772	45,522	47,343	49,237	51,206
6 Communications Technician II	36,218	37,666	39,173	40,740	42,370
Total Annual Personnel Costs	243,668	253,410	263,549	274,090	285,053

* From OHSU salary schedules, position/class titles, excluding OPE (37%).

** Annual salary at step 2 plus fringe.

*** 4% inflation factor used where appropriate.

4. CONTRACTOR will bill COUNTY for actual payroll costs of staff assigned directly to county project, on a quarterly basis.

D. COUNTY certifies that either federal, state, or local funds are available and authorized to finance the cost of this agreement.

4. CONTRACTOR is Independent Contractor.

A. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its program. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

B. CONTRACTOR shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damage arising out of the tortious acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

C. COUNTY shall defend, hold and save harmless CONTRACTOR, its officers, agents, and employees from damage arising out of the tortious acts of CONTRACTOR, or its officers, agents, and employees acting within the scope of their employment and duties in performance of this Agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and any applicable provisions of the Oregon Constitution.

5. Workers' Compensation Insurance

A. CONTRACTOR shall maintain Workers' Compensation insurance coverage for all non-exempt workers, employees and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. A certificate showing current Workers' Compensation insurance, or copy thereof, is attached to this Agreement and is incorporated herein as part of this Agreement.

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

6. Contractor Identification.

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

7. Subcontracts and Assignment.

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

8. Access to Records.

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

9. Work is Property of County.

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

10. Adherence to Law.

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

B. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, CONTRACTOR must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 C.F.R. 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. CONTRACTOR will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provisions of ORS Chapter 659.

11. Modification.

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

12. Integration.

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

13. Non-Violation of Tax Laws.

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

14. Early Termination.

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

1. Immediately upon mutual written consent of the parties, or at such time as the parties agree; or
2. By either party upon 12 months' written notice to the other, delivered by certified mail or in person.

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

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

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

MULTNOMAH COUNTY, OREGON

By _____
(Contractor)

By Beverly Stein
Beverly Stein, Chair

Date _____

Date December 23, 1993

Contractor I.D. # _____

HEALTH DEPARTMENT

By Billi Odgaard
Billi Odgaard, Director

Date 12/20/93

By Tom Fronk
Tom Fronk, Program Manager

Date 12-20-93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay

Date 12/21/93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-5 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA BETWEEN CITY OF PORTLAND AND THE SHERIFF'S OFFICE

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: DECEMBER 9, 1993

Amount of Time Needed: 5 - 10 minutes

DEPARTMENT: Sheriff's Office DIVISION: ENFORCEMENT

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: Bob Skipper, Sheriff

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

SIGNATURES REQUIRED:

AN INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF PORTLAND AND THE SHERIFF'S OFFICE, PROVIDING THE SHERIFF'S OFFICE ACCESS TO THE 800 MHZ, SIMULCAST AND TRUNKING RADIO SYSTEM.

12/28/93 originals to Larry Aab

NOTE: Exhibit "A" is on file with the Sheriff's Office. Has been ratified by the Board.

REGULAR

ELECTED OFFICIAL: Bob Skipper

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
CLATSOP COUNTY
OREGON
1993 DEC - 9 AM 8:46

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LARRY AAB, FISCAL MANAGER *Larry Aab*

TODAY'S DATE: December 7, 1993

REQUESTED PLACEMENT DATE: December 16, 1993

RE: RATIFICATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF PORTLAND AND MULTNOMAH COUNTY SHERIFF'S OFFICE

I. Recommendation/Action Requested:

Ratification of intergovernmental agreement between City of Portland and Multnomah County Sheriff's Office.

II. Background/Analysis:

This agreement is to provide the Sheriff's Office with authorized access to the integrated radio system operated by the City of Portland for the use of MCSO's portable and mobile radio units, mobile data terminals and control stations. (Also known as enhanced BOEC system). It also outlines the service, maintenance and access rate for said equipment between the City and the Sheriff's Office. Since this is an intergovernmental agreement, it requires ratification by the Board of County Commissioners.

III. Financial Impact:

The cost is based on number of units in service, maintenance and programming as necessary. Will not require a budget modification.

IV. Legal Issues:

This agreement will allow the Sheriff's Office authorized access to the enhanced 911 system. Without this agreement, the Sheriff's Office would not be able to communicate or respond to public safety needs.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

N/A

Page 2 of 2

STAFF REPORT SUPPLEMENT-

*Ratification of intergovernmental agreement between City of
Portland and Multnomah County Sheriff's Office*

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

City of Portland and Multnomah County Radio Shop. The radio shop has been included in discussions and provided information.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 800544
Amendment # _____

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>R-6</u> DATE <u>12/23/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
---	--	---

Department Sheriff's Office Division Enforcement Date November 23, 1993

Contract Originator Jim Thacker/ Sherrill Whittemore Phone 251-2455 Bldg/Room 313/

Administrative Contact Larry Aab Phone 251-2489 Bldg/Room 313/231

Description of Contract City of Portland shall provide the Sheriff's Office access to the 800 MHz, Simulcast and Trunking Radio Services.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name City of Portland
 Mailing Address Bureau of General Services
1130 SW 17th Ave
Portland, OR 97205

Phone _____

Employer ID# or SS# _____

Effective Date upon execution

Termination Date N/A

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ _____

Remittance Address _____
 (If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ _____ Net 30

Other \$ as billed Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ 16,320

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel [Signature]

County Chair / Sheriff [Signature]

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

Encumber: Yes No

Date 11/24/94

Date _____

Date 11-30-93

Date December 23, 1993

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	025	3102		6CAD	6110					
02.											
03.											

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

INSTRUCTIONS ON REVERSE SIDE

ORIGINAL

CONTRACT #800544

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF PORTLAND AND
MULTNOMAH COUNTY SHERIFF'S OFFICE
FOR

800 MHz, SIMULCAST AND TRUNKING RADIO SERVICES

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 by and between Multnomah County Sheriff's Office (MCSO), jointly with and on behalf of Multnomah County, and City of Portland (PORTLAND).

RECITALS

WHEREAS, PORTLAND has established an 800 MHz Radio System which provides an integrated approach to enhance the public safety and public service communications services within Multnomah County and the Region.

WHEREAS, the MCSO is authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 206.345; and

WHEREAS, PORTLAND and Motorola have entered into an Agreement (hereto referred to as Exhibit A) for the purchase of a complete 800 MHz Trunking Radio System, paragraph 1.32(E) of the Motorola Agreement grants certain governmental agencies, including MCSO, the option to purchase portable radio units, mobile radio units, mobile data terminals, control stations, and other accessory equipment to be used in connection with the radio system established by PORTLAND; and

WHEREAS, PORTLAND authorizes MCSO access to the integrated radio system on the conditions set forth; therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

I. SERVICES

- A. PORTLAND shall provide MCSO access to the 800 MHz integrated radio system operated by PORTLAND for the use of MCSO's portable and mobile radio units, mobile data terminals and control stations. As compensation for the radio system access to be provided by

CONTRACT #800544

PORTLAND, MCSO agrees to pay PORTLAND the compensation set out in paragraph 2(a).

- B. PORTLAND will maintain the radio system to assure compliance with all applicable federal and state standards and requirements to insure reliability to MCSO.
- C. MCSO maintains the right to select contract maintenance services with the repair/maintenance service contractor of its choice. If MCSO selects PORTLAND to provide maintenance services, these will be charged at the shop rate, currently \$67 per hour, plus materials. If MCSO selects a service contractor other than PORTLAND, PORTLAND shall in no way warrant or insure the performance or operation of MCSO's portable and mobile radio units, mobile data terminals and control stations.
 - 1. Initial programming shall be provided at the shop rate, currently \$67.00 per hour; total cost of programming shall not exceed \$50.00 per radio. Subsequent reprogramming required to maintain equipment unit identification number/unit affiliation shall also be provided at the shop rate.
 - 2. PORTLAND shall provide a computerized copy of MCSO's unit identification numbers/unit affiliations to MCSO for use by repair/service vendors. PORTLAND agrees to provide a computer copy of the initial programming.
 - 3. MCSO will be afforded the same ability to purchase installation and/or repair service from PORTLAND which is extended to all other users at the same cost as is paid by other users.
- D. PORTLAND shall afford MCSO the ability to obtain replacement installation of 800 MHz equipment, (radio and MDT only) at the current shop rate, currently \$67.00 per hour, plus materials. Installation labor costs shall not exceed \$250.00 for a police vehicle, except for custom installations, as disguised or hidden installations, or installations requiring major rework of existing equipment in the vehicle. A.V.L. is also not included in this price. All new or

unusual installations will be priced at time and materials at the shop rate.

II. COMPENSATION

- A. MCSO shall pay PORTLAND for access to PORTLAND's radio system, the sum of \$240 per year for each portable radio unit, mobile radio unit, mobile data terminal and control station for which PORTLAND provides access.
- B. Shop rates for installation & maintenance paragraph 1. C, and 1: D, are subject to annual adjustment.
- C. An inventory of equipment will be maintained by both PORTLAND and MCSO to establish and reconcile the total payment due.
- D. Access charges shall be prorated and billed on a monthly basis.
- E. PORTLAND will provide a detailed cost analysis to MCSO of any projected access, maintenance or installation cost increases at least six months prior to implementing the projected increase.

III. BILLING AND PAYMENT PROCEDURE

PORTLAND shall bill MCSO for access charges; such billings will be sent to MCSO by the first day of each month. Payments are due to PORTLAND within 30 days thereafter. Billings will be based on the inventory of equipment in use by MCSO during the month. In order to expedite processing of billings, statements will be sent directly to:

Millie Mosmeier
Multnomah County Sheriff's Office
12240 NE Glisan St.
Portland, Oregon 97230

IV. TERM AND REVIEW OF CONTRACT

- A. This Agreement shall be in effect as of the date of its execution and shall continue in force until terminated by either party giving written notice of

termination to the other party not less than six months prior to the date of cancellation which shall be set forth in the notice.

- B. The access charges set out in paragraph 2(A) shall remain in effect for a period of two years beginning with the date of execution of this Agreement. PORTLAND reserves the right to increase or decrease the access, maintenance, and installation fees, (set forth in Exhibit A) at the end of the two years, but these may be adjusted after system usage data is collected. Before changing the access charges, PORTLAND shall give MCSO at least six months notice of the PORTLAND's intention to change the compensation.

V. INDEMNIFICATION

Subject to any Oregon constitutional limitations and the provisions of ORS 30.260 to 30.300, each party to the Agreement will defend, hold harmless and indemnify the other from any liability to any third party arising solely out of the negligent acts of its officers, employees or agents.

VI. AMENDMENTS

This Agreement may be amended only by mutual written agreement of MCSO and PORTLAND. Either party wishing to amend the Agreement shall notify the other by providing a statement of issues and provisions which the notifying party wishes to modify and a date for the initiation of negotiation not sooner than 30 days, later than 90 days, after the date of notification. Any modification to this Agreement shall be effective when incorporated herein by written amendments and approved by both PORTLAND and the MCSO.

VII. NOTICES

All notices pursuant to the terms of this Agreement shall be addressed as follows:

Larry Aab
Multnomah County Sheriff's Office
12240 NE Glisan St.
Portland, Oregon 97230

CONTRACT #800544

Manager, Communication Services
City of Portland
Bureau of General Services
1130 S.W. 17th Avenue
Portland, OR 97205

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

CITY OF
PORTLAND

MULTNOMAH COUNTY
SHERIFF'S OFFICE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

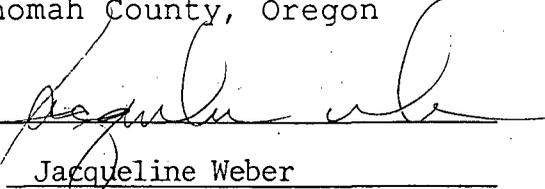
Date: _____

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK**

APPROVED AS TO FORM:

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

By: _____

By:  _____

Name: _____

Name: Jacqueline Weber

Title: _____

Title: Assistant County Counsel

Date: _____

Date: November 30, 1993

EXHIBIT "A"

CONTRACT

This Contract for services and equipment is between the CITY OF PORTLAND, OREGON (City) and MOTOROLA COMMUNICATIONS AND ELECTRONICS INC. (Contractor).

RECITALS

It is the intent of this Contract to obtain a complete 800 Mhz, simulcast, trunking radio system for the City of Portland, Oregon hereafter referred to as "City". The radio system consists of site controllers, trunking base stations, site installation work and other items to provide a complete, installed, functional, and operating communication system. The system also includes radio consoles at the dispatch center operated by the Portland Bureau of Emergency Communications. The contractor will propose a project team with one Project Manager and one Account Manager as the Contractor's responsible project leaders. The system shall be complete, installed, and operational within the time frame established in the statement of work.

The equipment shall be complete, installed, and ready for operation at the City's dispatch center location and at any of the remote sites as required.

All of the trunk radio system equipment supplied will be capable of operation in a Motorola SmartNet Simul-Cast system.

AGREEMENT SECTION 1

1.1 SCOPE OF CONTRACTOR SERVICES

- A. The Contractor shall provide the services and equipment specifically to the Bureau of General Services, Communications Services Division. The Contractor shall provide to the City those services and equipment set out in Exhibit A hereto and implemented under the Statement of Work (SOW), Exhibit B hereto.
- B. The Contractor shall provide the services and equipment set out in Subsection A beginning as of the date of execution of this contract. The contract will be completed within the time frame established by the statement of work.

1.2 SCOPE OF CITY SERVICES

A. To assist the Contractor in carrying out her/his obligations hereunder, the City shall provide the following equipment and services set out below:

1. All documentation presently available that is pertinent to the project.
2. Arrange access for all necessary site visits.
3. Arrange any meetings with City and non-City users.
4. All improvements required at the selected radio sites.
5. Radio frequency coordination and licensing.
6. Radio coverage surveys and selection of the sites based upon these surveys.
7. Responsibility for radio coverage from the sites selected based upon those surveys.
8. Installation of all of the mobile and portable equipment.
9. All fixed end equipment antennas, transmission lines, transmitter combiners, and receiver multicouplers per Motorola engineer designed specifications.
10. All DC batteries and racks, including DC power distribution equipment for base station back up power, per Motorola engineer designed specifications.
11. All test equipment per Motorola recommended list.
12. All Central Controller and remote site UPS equipment per Motorola engineer recommendations.
13. Digital Microwave system to all remote sites per Motorola engineer specified minimum path requirements.
14. All microwave multiplex equipment except Motorola supplied multiplex equipment for the 800 MHz Simul-Cast system.
15. All Alarm and Control system equipment.
16. All Console furniture.
17. All 24 or 48 VDC Power System equipment per Motorola engineer specified recommendations.
18. All miscellaneous racks for miscellaneous equipment.
19. Miscellaneous hardware and punchdown blocks.
20. Physical installation of all equipment per Motorola specifications and instructions.
21. Procurement of other miscellaneous Non Motorola hardware, except for those items as specified to be supplied by Motorola in Attachment A.
22. The City will be responsible for the design of the sites and the basic site support equipment (UPS, generators, towers, AC power, etc.).
23. The City will design the DC power distribution to specifications provided by Motorola for the Motorola supplied equipment.
24. The City will design the antenna placement and cable routing at each site.
25. Based on rack layout requirements and information provided by Motorola, the city will design the floor space layout for each site.

26. The City will supply labor and assist the Motorola Field Engineers with the initial level setting and review of the level setting procedure.
27. The City will provide labor and assist the Motorola Field engineers during the system optimization
28. The City will perform the system coverage tests and speech quality tests.
29. The City jointly with Motorola will develop an acceptance test plan for mutual approval to be jointly performed by Motorola and the City.

B. The City shall perform the services set out in Subsection A above within a mutually agreed to time frame between the City and the Contractor.

1.3 COMPENSATION

The City shall pay the Contractor for all work performed and equipment supplied as set out in Exhibit A. The Contractor's billing and the City's payment procedures shall be as set out below:

FIXED END EQUIPMENT

- 10% Due Upon Delivery of SOW, Factory Staging Test Document, and PERT Chart.
- 80% Due Upon Delivery.
- 5% Due Upon Optimization Completion.
- 5% Due Upon Acceptance or Substantial Beneficial Use.

MOBILES & PORTABLES

- 100% Due Upon Delivery

ENGINEERING, SERVICES & TRAINING

- 100% Due Upon Delivery or Implementation of each category or contract service as defined in contract Exhibit A.

Optimization is defined as system meeting technical standards as outlined in the (ATP) Acceptance Test Plan.

Payments will be made no later than 30 days after completion of delivery of the equipment and the receipt and approval of appropriate and complete invoices as required by the City purchasing regulations.

In no case shall payment be made for equipment not delivered or installations not performed.

1.4 EARLY TERMINATION OF CONTRACT

- A. The City and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- C. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely resolved the breach within fifteen (15) days of the notice or such longer period as granted by the non-breaching party, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

1.5 PAYMENT ON EARLY TERMINATION

- A. In the event of termination under Subsection 1.4 A or B, EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the Contractor for work performed and delivered in accordance with the Contract prior to the termination date.
- B. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in Subsection A of this Section.
- C. In the event of termination under Subsection 1.4 C, EARLY TERMINATION OF CONTRACT, hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in Subsection A of this Section, subject to set off of excess costs. If the cost of completing the work exceeds the amount actually paid to the contractor, plus the remaining unpaid balance of the compensation referred to in Section 1.3, then the contractor shall pay to the city the amount of the excess.
- D. In the event of early termination all Contractor's work products delivered to the City will become and remain property of the City.

1.6 PROJECT MANAGEMENT

- A. The City Project Manager shall be J. Dennis Quail or such other person as shall be designated in writing by the Communications Services Division manager.

- B. The City Project Manager is authorized to approve work and billings hereunder, to give notices referred to herein, to terminate this Contract as provided herein, and to carry out any other City actions referred to herein.
- C. Designation of the Contractor's Project Manager and Account Manager shall be subject to approval by the City. If the Contractor's Project Manager or Account Manager is changed during the project the new person or persons will have to be accepted by the City before he/she is assigned to the project. Such approval shall not be unreasonably withheld.

The Contractor's Project Manager is:

T. Pete Weber
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

The Contractor's Account Manager is:

Dennis R. Hille
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

1.7 COMPLIANCE WITH LAWS

- A. In connection with its activities under this Contract, the Contractor shall comply with all applicable federal, state, and locals laws and regulations.
- B. Contractor agrees that he/she has certified with the City's EEO Certification process.

1.8 INDEMNIFICATION

- A. The Contractor shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits, including all attorney fees and costs, brought against any of them arising from the Contractor's work or any subcontractor's work under this Contract while on the premises of the City during the delivery, installation and testing of the radio system. In no event shall City or Contractor be liable for any incidental, special or consequential damages.

1.9 LIABILITY INSURANCE

- A. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City and its officer, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from the Contractor's work under this Contract. The insurance shall provide coverage for not less than \$200,000.00 for personal injury to each person; \$1,000,000.00 for each occurrence; and \$1,000,000.00 for each occurrence involving property damages; or a single limit policy of not less than \$1,000,000.00 covering all claims per occurrence. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the Contract. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officer, agents, and employees as described in Exhibit D hereto. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the contract, the Contractor shall provide a new policy with equivalent terms. The Contractor agrees to maintain continuous uninterrupted coverage for the duration of the contract. The insurance shall include coverage for any damage or injuries arising out of the use of automobiles or other motor vehicles by the Contractor.
- B. The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under Subsection A. The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this Contract by the City.

1.10 WORKERS' COMPENSATION INSURANCE

- A. Unless exempt, the Contractor shall, before commencement of work, obtain workers' compensation insurance coverage for all of its workers, employees, and subcontractors either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes. A certification of insurance or copy thereof shall be attached to this Contract as Exhibit D and shall be incorporated herein and made a term and part of this Contract. The contractor further agrees to maintain workers' compensation insurance coverage for the duration of this contract.

- B. In the event the Contractor's workers' compensation insurance coverage is due to expire during the term of this Contract, the contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide the City of Portland such further certification of workers' compensation insurance as renewals of said insurance occur.
- C. The Contractor agrees to properly complete the City of Portland's Workers' Compensation Insurance Questionnaire prior to commencing work under this Contract. Questionnaire is attached to this Contract and as Exhibit C and shall remain attached to this Contract and become a part thereof as if fully copied herein.

1.11 SUBCONTRACTING

The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the City. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Contract. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder and the City shall incur no obligation other than its obligation to the Contractor hereunder. Contractor agrees that if subcontractors are employed in the performance of this Contract, Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. All contractors shall maintain minimum liability insurance as described in Section 1.10.

1.12 ASSIGNMENT

The Contractor shall not assign this Contract, in whole or in part, or any right or obligation hereunder without the prior written approval of the City.

1.13 INDEPENDENT CONTRACTOR STATUS

- A. The Contractor is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. The Contractor, its subcontractors, and their employees, are not employees of the City and are not eligible for any benefits through the City, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

1.14 BREACH OF CONTRACT

- A. The City or the Contractor shall breach this Contract if it fails to perform any substantial obligation under the Contract, except as provided in Subsection B of this section.
- B. Neither the City nor the Contractor shall have breached this Contract by reason of any failure to perform a substantial obligation under the Contract if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, flood, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the Contractor fail to perform because of a cause described in this subsection, the City and the Contractor shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

1.15 OWNERSHIP OF DOCUMENTS

- A. All work the Contractor performs under this contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans copyrights, specifications, working papers, as-built drawings and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver this material to the City's Project Manager.
- B. The Contractor may retain for its own use and at its own cost copies of the materials referred to in subsection A of this section.
- C. Any use the City makes of the materials referred to in subsection A of this section, except for purposes of the work contemplated by this Contract, shall be at the City's risk.

1.16 ARBITRATION

- A. Any dispute arising out of or in connection with this Agreement, which is not settled by mutual agreement of the Contractor and the City within sixty (60) days of notification in writing by either party, shall be submitted to an arbitrator mutually agreed upon by the parties. In the event the parties cannot agree upon the arbitrator, then the arbitrator shall be appointed by the Presiding Judge (Civil) of the Circuit Court of the State of Oregon for the County of Multnomah. The arbitrator shall be selected within thirty (30) days from the expiration of the sixty (60) day period following notification of the dispute. The arbitration, and any litigation arising out

of or in connection with this Agreement, shall be conducted in Portland, Oregon, shall be governed by the laws of the State of Oregon, and shall be as speedy as reasonably possible. The applicable arbitration rules for the Multnomah County courts shall apply unless the parties agree in writing to other rules. The arbitrator shall render a decision within forty-five (45) days of the first meeting with the Contractor and the City. Insofar as the Contractor and the City legally may do so, they shall be bound by the decision of the arbitrator.

- B. Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of the dispute, and the City shall make payments as required by the Agreement for undisputed portions of the work.

1.17 NOTICE

Any notice provided for under this Contract shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City:

J. Dennis Quail
Communications Services Division Manager
1130 SW 17th Ave
Portland, OR, 97205

If to the Contractor;

Contractor's Project Manager:

T. Pete Weber
Motorola C & E
4900 SW Meadows Road
Suite 220
Lake Oswego, OR, 97035

1.18 SEVERABILITY

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

1.19 AMENDMENTS

- A. The City and the Contractor may amend this Contract at any time only by written amendment executed by the City and the Contractor. Unless otherwise provided, any amendment that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.
- B. Any change in the Scope of Contractor Services shall be deemed an amendment subject to subsection A.

1.20 PROJECT REPORTS

The Contractor shall provide a minimum of monthly progress reports to the City's Project Manager at regularly scheduled meetings. Each progress report shall contain but not be limited to the following information:

- A. Work accomplished during the past period.
- B. Project problems and solutions
- C. Outline of work for the next period.

1.21 INTEGRATION

This Contract contains the entire agreement between the City and the Contractor and supersedes all prior written or oral discussions or agreements.

1.22 NON-WAIVER

The City and the Contractor shall not be deemed to have waived any breach of this Contract 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 be of the same nature as that waived.

1.23 PROHIBITED INTEREST

- A. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- B. No City officer or employee who participated in the award of this Contract shall be employed by the Contractor during the period of the Contract.

1.24 PAYMENTS TO VENDORS AND SUBCONTRACTORS

The Contractor shall pay timely all suppliers, lessors, and contractors providing it services, materials or equipment for carrying out its obligations under this Contract. The Contractor shall not take or fail to take any actions in a manner that causes the City or any materials that the Contractor provides hereunder to be subject to any claim or lien of any person without the City's prior written consent.

1.25 FUNDS

The City certifies that sufficient funds are available and authorized for expenditure to finance the cost of this contract.

1.26 BUSINESS LICENSE

Unless exempt under PCC 7.06.010, Contractor shall obtain a City of Portland business license prior to beginning work under this contract as required by PCC 7.06.010. The Contractor shall provide a business license number in the space provided at the end of this Contract.

1.27 COMMENCEMENT OF WORK

Contractor agrees that work being done pursuant to this Contract will not be commenced until after:

- A. Workers' compensation insurance is obtained as outlined in Section 1.10, Workers' Compensation Insurance; and,
- B. Liability insurance is obtained as outlined in Section 1.9.
- C. This Contract is fully executed by the parties and approved by the City Attorney's Office; and
- D. The effective date of this contract is the date of its execution.
- E. The EEO requirements have been met.

1.28 INSTRUCTIONS TO THE CONTRACTOR

Contractor is cautioned not to make any assumptions as to the implied meaning or intent of any part of the work to be performed in Exhibit A. It is incumbent upon the Contractor to request clarification if needed. Information pertaining to Exhibit A may be obtained only from the following person.

J. Dennis Quail
Communications Services Division Manager
1130 S.W. 17th
Portland, OR 97204
Telephone (503) 823-4183

1.29 VENUE

A. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the contract, the venue of such action or litigations shall be in the Circuit Court of the State of Oregon in and for the County of Multnomah, and any such contract shall be controlled by the laws of the State of Oregon.

1.30 PRICES

A. The prices of all materials furnished pursuant to this contract shall be FOB Shipping Point Pre-Paid and Added to Invoice. The price shall include all state and local taxes. Any Federal Excise taxes shall not be included. Federal Tax Exemption Certificates will be furnished if required.

1.31 EXAMINATION OF SITES AND CONDITIONS

The Contractor has or will examine the sites of the work and ascertained for himself or herself all of the physical conditions in relation thereto. Failure to take this precaution will not release the Contractor from nor excuse him or her from performing the work in strict accordance with the terms of the contract. No statement made by any officer, agent, or employee of the City in relation to the physical conditions pertaining to the site of the work will be binding on the City.

1.32 FUTURE EQUIPMENT, PARTS AND AVAILABILITY

A. TERM

This Agreement shall be effective for an initial term commencing on the Effective Date and extending for fifteen (15) years after the City's Final Acceptance.

B. WARRANTY AGAINST PLANNED OBSOLESCENCE

The Contractor warrants that the products proposed to and acquired by the City under this Agreement are new and of current manufacture, and that it has no current plans for announcing a replacement line which would be marketed by Contractor as replacements for the products contained herein and would result in reduced support for the product line within which the Radio System furnished to the City is contained.

C. REPLACEMENT PARTS AVAILABILITY

The Contractor warrants that replacement parts for equipment provided under the Agreement will be available for the Radio System for ten (10) years after final acceptance or seven (7) years from product discontinuance. The Contractor shall notify the City one hundred eighty (180) days before the end of ten (10) years after Final Acceptance or seven (7) years from product discontinuance, whichever is later, as to the continuing availability of parts subsequent to this period. If parts will not be available from the Contractor after this period, the City may require the Contractor, and the Contractor is obligated to assist the City in obtaining such parts from another source.

D. PRICE, TERMS AND CONDITIONS PROTECTION

The unit list price percentage discounts stated in the Contractor's Proposal shall not change during the term of the Agreement per Section 1.32 A. The discounted unit prices stated in the Contractor's Proposal shall not be increased for twenty-four (24) months from the date of this agreement. Subsequent discounted unit price adjustments for the following twenty-four (24) months shall not exceed in any twelve month period the change in the CONSUMER PRICE INDEXES FOR THE PORTLAND, OREGON METROPOLITAN AREA as published by the U.S. Bureau of Labor Statistics for the most recent twelve month period.

E. OTHER GOVERNMENTAL AGENCIES

As additional consideration for this Agreement, the Contractor hereby grants to the State of Oregon, Multnomah County, Oregon, Clackamas County, Oregon, Washington County, Oregon and Clark County, Washington, and All governmental agencies within these counties, for a period of four (4) years from the date of this Agreement, an option to purchase any equipment covered by this Agreement, at the same prices as are specified in this Agreement for purchase by the City. The prices stated therein shall be defined as the current catalog price less the discount specified in Attachment A of the contract. The State of Oregon, Multnomah County, Clackamas County, Washington County or Clark County or any Governmental Agency within those counties, shall exercise this option by written notice to the Contractor, at the address set out in paragraph 1.17 of this Agreement. The notice of exercise of the option shall describe the equipment to be purchased and the requested delivery date.

F. PRICING CERTIFICATION

Motorola, Inc. will provide and certifies that all 800 MHz Trunked Radio Products listed on their currently published price pages, will be made available to the City of Portland.

As updated price pages for these items are published, Motorola will make them available to the City of Portland as a continuance of this agreement.

As new items are added to the Motorola 800 MHz Trunked Radio Products published price pages, they may be added to this agreement at mutually agreed upon discount levels.

1.33 TIME OF COMPLETION

- A. The Contractor shall supply and test all equipment to be furnished under this Agreement, to the City's satisfaction, as specified in this Agreement. The system must be operational within the implementation schedule as defined in this agreement.

1.34 TRAINING AND DOCUMENTATION

- A. Contractor shall provide the City at no additional charge with all assistance, detailed documentation and technical information (including updates), advice and training required to permit the City to use, operate and maintain the Radio System according to the specifications. The City shall have the right to reproduce all documentation. Training is defined as attendance to any regularly scheduled training classes offered by Motorola's National Service Training Centers in Schaumburg, Illinois and Plantation, Florida for the products procured under this Contract. Motorola shall offer free of any tuition charge any of the applicable courses to City of Portland personnel for a period of two years from the date of this contract. The City is responsible for any transportation, hotel and living costs for City personnel attending these courses. Additionally, Motorola shall provide the City, at no charge, two weeks (10 school days) on site training on the mobile and portable equipment supplied under this contract.

This clause (1.34 A.) applies only to the City of Portland and is not extended to any other agency or jurisdiction which is authorized to purchase through this Contract.

- B. The Contractor shall notify the City of the cost for optional additional hours of training.

- C. The Contractor shall coordinate any training schedule with the City 45 days prior to starting any training. The Contractor shall provide a training compendium at that time for City approval.
- D. The Contractor shall supply to the City for its approval a sample of all training materials 15 days prior to the start of any training classes.
- E. In the event that the City contract is a significant factor in the securing for Motorola an order on the City's system of a minimum of 750 units from other jurisdictions, and which are shippable prior to December 31, 1993; Motorola will issue the City a \$50,000 credit which can be applied to additional Motorola training.

1.35 PATENTS - FOR ARTICLES AND PROCESSES

The Contractor shall indemnify, defend, and hold free and harmless the City, its officers and employees from all liabilities, claims, damages, costs, or expenses, including, but not limited to attorney's fees imposed upon them or any of them, for any alleged infringement of patent rights or copyrights of any person or persons in consequence of the use by the city, its officers, employees, agents, and other duly authorized representatives of articles or processes supplied to City by Contractor under this Agreement. The foregoing is subject to the following condition: That should the system, or any part of it, become, or in the Contractor's opinion is likely to become the subject of a claim or a patent or copy right infringement, the City shall permit the Contractor to replace some with non-infringing product or modify it so it becomes non-infringing, so long as the replacement or modification meets all of the specifications set out in the Function Specification Document and agreed to by the City.

1.36 EQUIPMENT TO BE FURNISHED COMPLETE

Unless specifically excepted by the terms of this contract, any parts or accessories ordinarily furnished or required to make the equipment herein specified a complete operating unit or system shall be furnished by the Contractor whether directly mentioned in Exhibit A or not.

1.37 CONTRACTORS'S GUARANTEE

- A. The Contractor guarantees that the equipment furnished under the contract meets all of the requirements of these performance specifications and meets or exceeds the manufacturer's published performance specifications. In addition, all equipment furnished shall fully meet all applicable Federal Communications Commission (FCC) Rules, Electronic Industries Association (EIA) specifications and be listed with a nationally recognized testing laboratory.
- B. The Contractor guarantees that all subcontractors shall comply with the requirements of this Contract.

1.38 WARRANTY/MAINTENANCE

- A. The Contractor shall repair or replace without charge to the City, any equipment or part thereof, that fails in operation during normal use within 12 months from the date of acceptance of the system or the date the system or subsystem is used for its intended purpose, whichever occurs first. All other terms and conditions of Exhibit E, the Contractors attached Standard Commercial Warranty apply.
- B. The Contractor shall authorize the City to perform board and module level warranty replacement.
- C. The City will ship, at the City's expense, Warranty/Maintenance repair equipment to the Contractor or Contractor's designated repair depot. The Contractor, at the Contractor's expense, will return ship to the City the repaired equipment prepaid via the same type of transportation as received.

1.39 PREVAILING WAGE

The Contractor shall comply with any prevailing wage requirements of the state, county, or municipality as applicable.

1.40 FAILURE TO MEET THE SYSTEM TECHNICAL REQUIREMENTS

- A. **Obligation To Replace Or Bring Up to Requirements.**
Should any of the inspections, tests or operation of the equipment under service conditions show that the system or equipment does not meet the requirements of the **SYSTEM TECHNICAL REQUIREMENTS** the City may reject the equipment and direct the Contractor to immediately furnish such new equipment or parts thereof, as may be necessary to bring it up to these requirements.

1.41 PERFORMANCE TESTS AND OWNER'S ACCEPTANCE

- A. The Contractor shall submit a final performance test plan or test procedure for the City's approval at least 30 days prior to the time of the tests. The test plan shall set forth the test equipment to be used and the procedures to be followed for evaluating the system performance to insure conformance with these specifications.
- B. Performance tests shall include, but are not limited to:
 - (1) Inspection of all installations, workmanship and material supplied.
 - (2) Overall operation.
 - (3) System access time.
 - (4) Audio levels and quality.
 - (5) Conformance with these specifications.
 - (6) RF equipment performance.
- C. Testing shall be conducted by the City in accordance with the approved plan. All testing shall be under the direction and supervision of and witnessed by designated representatives of the City. The City shall supply all the test equipment required for each test.
- D. The Contractor shall notify the City at least thirty days in advance of the time it is ready for the City to make the tests on the entire system. The time and date of the tests shall be agreed to by the Contractor and City. The City shall not unreasonably delay the time and date of the acceptance tests.
- E. The City will accept the system when it has operated continuously for a 30-day period without a failure after the successful completion of the (ATP) Acceptance Test Plan. If a system failure occurs during the 30 day period the City may require a restart of the 30 day period. A system failure shall be any failure that results in loss of capacity or functionality. A system failure shall also include multiple failures of a similar nature.
- F. The acceptance of equipment or parts thereof will in no way relieve the Contractor of the responsibility for furnishing equipment which meets the requirements of these specifications.
- G. Should the City commence use of the system or any sub-system thereof for their intended purposes, other than for the express purposes of training or testing, prior to system acceptance, final payment for said system or sub-system shall be due net thirty (30) days. The warranty or maintenance periods for such equipment put into use, unless warranty or maintenance has already begun, shall be deemed to have

commenced concurrently with the use of the equipment for its intended purpose. The use of the equipment for its intended purpose shall be deemed to have occurred when the City commences to use and rely primarily on the equipment for its communications.

- H. If upon notification by the Contractor that the system is available for acceptance testing, acceptance testing of the system or any subsystem thereof is delayed for reasons beyond the Contractor's control, final payment for the subsystem or system shall become due net thirty (30) days after notice of availability for testing and warranty or maintenance shall commence upon such notice to the City by the Contractor.

1.42 USE OF RADIO SITES

- A. The Contractor shall use the sites specified by the City. Contractor shall comply with any interference suppression requirements required at the sites.
- B. No equipment shall be installed without written permission of the City.

1.43 SHIPPING, TITLE AND RISK OF LOSS

All sales and deliveries are F.O.B. Shipping Point Pre-Paid and added to Invoice. The Contractor reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments. Title to the equipment shall pass to the City upon delivery to the F.O.B. Delivery Point. After delivery to the F.O.B. Delivery Point, risk of loss and damage to the articles shall be borne by the City. The above notwithstanding title to software and any third party supplied software shall not pass upon payment of the license fee therefor or under any circumstances.

1.44 CHANGES IN THE WORK

- A. The City may, at any time, by written order, make changes within the general scope of the work, including but not limited to revisions of, or additions to, portions of the work, or changes in method of shipment or packaging and place of delivery.
- B. If any order under this Section 1.44 causes an increase or decrease in the cost of or time required for the performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. The Contractor is not obligated to comply with any order hereunder unless and until the parties reach agreement as to the aforementioned equitable adjustment and same is reflected as an addendum to this Agreement.

1.45 SOFTWARE LICENSE AND WARRANTY

Contractor will, in the course of fulfilling this agreement, deliver to the City, on a licensed basis, one or more computer programs which run on processors which are in the Equipment including, without limitation, a revised substitute for a delivered program and documentation related to each program ("Product Program"). Contractor may deliver a Product Program to the City in a variety of mediums including, without limitation, an encoded machine executable form using media such as magnetic disc, diskette or tape or in a computer chip form. Unless otherwise agreed to in a separate written license agreement signed by an authorized representative of both parties, delivery of each Product Program by Contractor and acceptance of same by the City shall be made only under the terms and conditions that follow:

- A. **Product License:** Contractor grants to the City a perpetual nonexclusive license to use each Product Program delivered to the City hereunder. Each such license granted authorizes the City to use the Product Program only in its distributed form for the City's own internal use and only in a single processor which is in a single item of Equipment. Except as provided for in Paragraph (c) below, no such license may be assigned, sublicensed or otherwise transferred by the City without Contractor's prior written consent. Any prohibited assignment, sublicense or transfer shall be null and void. The City shall pay all sales, use and excise taxes, and any other assessments in the nature of taxes however designated, on the Product Programs, their license or use or on or resulting from this license agreement, unless the City furnishes Contractor with a certificate of exemption from payment of such taxes in a form reasonably acceptable to Contractor.

- B. **Title; Security; Copies.**
 - (1) Title to the original of any Product Program delivered hereunder and any copies made by the City in whole or in part is and shall at all time remain in Contractor.

 - (2) the City acknowledges that the Product Programs contain valuable proprietary information and trade secrets and that unauthorized dissemination of the Product Programs (including, without limitation, disassembly, decompiling or reverse engineering) could cause irreparable harm to Contractor, and thus the City agrees not to make the Product Programs available to any person without Contractor's written consent, and unless the City has taken appropriate action with such persons permitted access to the Product Programs so as to satisfy the City's obligations under this license agreement. If the City receives a request under the Oregon Public Records Law for disclosure of the Product program, the City will notify the Contractor of the request; and the City will take all reasonable steps to obtain an exemption from disclosure for the Product Program.

- (3) The City shall not make copies of the Product Program except that a single reserve copy of a magnetically recorded Product Program that is delivered on tape or magnetic disk media may be made to protect against Product Program destruction. The City will reproduce and include all copyright and other proprietary notices on any copies made in accordance with Contractor's or its suppliers' instructions. The City shall not adapt or merge the Product Programs with other programs.

C. License Transfers.

- (1) In the event the City transfers an item of Equipment to a third party, the City may also transfer to the third party the license for each Product Program which runs on a processor in such item of Equipment provided that the City transfers its entire interest in each such item of Equipment and Product Program to the transferee and further provided that prior to such transfer, the transferee agrees, in writing, to be bound by the terms and conditions of this License.
- (2) Contractor may, in the course of the transaction for the products identified in the Agreement, agree to transfer to the City certain programs supplied to Contractor by its suppliers for use with such products. For any such program transfer, the City agrees to accept the terms and conditions of the program supplier's license agreement for such programs.

D. Term; Termination.

- (1) Any license granted hereunder may be terminated by the City upon one (1) month's prior written notice. If the City is in default of any of the terms and conditions hereof, any license affected thereby is automatically revoked and Contractor, in addition to its other rights and remedies at law or in equity, may terminate each such license and repossess the affected Product Programs.
- (2) Within one (1) month after termination of any license, the City will furnish to Contractor a document certifying with respect to each Product Program affected by such termination that through its best efforts the original and all copies, in whole or in part, in any form, have been destroyed.

- E. Product Program Warranty. For one hundred twenty (120) days from the date of acceptance, Contractor warrants that a Product Program shall be free from reproducible defects that cause the Product Program to fail to conform in a material fashion to Contractor published specifications for the Product Program. Contractor does not warrant that the operation of a Product Program will be uninterrupted or error free or that each defect in a Product Program will be corrected. This express warranty is extended by Motorola Communications and Electronics., 1301 E. Algonquin Road, Schaumburg, Illinois 60196 to the City, as the original purchaser, and only to those acquiring the Product Program for commercial, industrial or governmental use. *THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES FOR THE PRODUCT PROGRAMS EXPRESS OR IMPLIED WHICH ARE SPECIFICALLY EXCLUDED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.*

In the event of a defect during the applicable period stated above, Contractor, at its option, will either repair or replace the Product Program or refund the purchase price of the single item of Equipment identified in the contract that is affected by the Product Program defect, and such action on the part of Contractor shall be the full extent of Contractor's liability, and the City's exclusive remedy, for breach of the Product Program warranty. All warranty service will be performed at service locations designated by Contractor. Travel and associated expenses of the City or such expenses incurred by Contractor for visits to the City's location by Contractor personnel are not covered by this warranty. This warranty does not cover Product Programs (i) being used in other than its normal and customary manner; (ii) being subjected to misuse; (iii) being subjected to modifications by the City or by any party other than Contractor without the prior written consent of Contractor. Non-Motorola owned programs are excluded from this warranty but such programs are subject to the warranty provided by their manufacturers, a copy of which will be supplied to the City on specific written request. Any claim for breach of this warranty shall be waived unless the City notifies Contractor at the above address, Attention: Quality Assurance Department, within the applicable warranty period. This warranty applies only to the City as the original purchaser and only within the 50 United States.

- F. Patent and Copyright Indemnity for Product Programs. Contractor agrees to defend, at its expense, any suits against the City based upon a claim that any Product Program furnished hereunder infringes a U.S. patent or copyright and to pay costs, damages, and attorney's fees finally awarded in any suit; provided that Contractor is notified promptly in writing of the suit and at Contractor's request and at its expense is given control of said suit and all requested assistance for defense of same. If the use of any Product Program furnished hereunder is enjoined as a result of such suit, Contractor, at its option and at no expense to the City shall obtain for the City the

right to use said Product Program or shall substitute an equivalent Product Program reasonably acceptable to the City and extend this indemnity thereto or, if the foregoing alternatives are not, in Contractor's opinion, reasonably available, Contractor may terminate the license for and accept the return of the affected Product Program. This indemnity does not extend to any suit based upon any infringement or alleged infringement of any patent or copy right by the combination of any Product Program furnished by Contractor and other elements nor does it extend to any product(s) of the City's design or formula. The foregoing states the entire liability of Motorola for patent or copyright infringement related to the Product Programs.

- G. *LIMITATION OF LIABILITY. THE ENTIRE CONTRACTOR LIABILITY TO the CITY FOR DAMAGES CONCERNING PERFORMANCE OR NONPERFORMANCE BY MOTOROLA UNDER THIS LICENSE OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS LICENSE, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT WARRANTY, TORT OR OTHERWISE, AND the CITY'S SOLE AND EXCLUSIVE REMEDY SHALL BE LIMITED TO THE PAYMENT BY CONTRACTOR OF ACTUAL DAMAGES NOT TO EXCEED THE AMOUNT PAID TO Contractor FOR THE LICENSE PRODUCT PROGRAM(S).*

IN NO EVENT SHALL Contractor BE LIABLE FOR ANY LOSS OF PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED UNDER THE LAW.

- H. General. The terms of this section shall prevail notwithstanding any variance with the terms and conditions of any order submitted by the City. Contractor shall not be liable for any failure to perform due to causes beyond its reasonable control. This license agreement does not include Product Program source code. If any provision of this license agreement is contrary to, prohibited by, or deemed invalid under applicable laws, rules or regulations, such provision shall be deemed omitted, to the extent so contrary, prohibited or invalid, but the remainder shall not be invalid and should be given effect insofar as possible. This license supersedes in full all prior discussions and agreements between the parties relating to the subject matter of this license section and constitutes the entire agreement between the parties relating to Product Programs and may be modified or supplemented only by a written document signed by an authorized representative of both parties.

I. SOFTWARE SOURCE CODE

In the event that Motorola shall discontinue support for an item of Motorola-owned Software furnished under the Contract and City is not in breach of the Contract, then Motorola shall, at its option, arrange for support by an entity that has access to the source code for such Software item and other information necessary to provide

support, or grant City a license, under separate terms and conditions, to use Motorola-owned source code corresponding to such Software item for City's internal use by City's employees and City's agent, consultants and independent contractors (provided that prior to their access to such source code City's agents, consultants and independent contractors enter into a non-disclosure agreement if form and substance that is reasonably satisfactory to Motorola) solely as a trouble analysis aid for isolating, diagnosing and fixing problems in such Software. If non-Motorola owned programs are incorporated and are required with Motorola owned source code for the aforesaid Software item, Motorola shall use reasonable efforts to assist City in becoming a licensee of such code or a sub-licensee of Motorola, as appropriate.

J. IMPROVEMENTS AND OTHER MODIFICATIONS OF SOFTWARE

Contractor shall make software modifications, including improvements and program changes, available to the City prior to or at the same time such modifications are available to any of Contractor's customers.

A. IMPROVEMENTS

Improvements in the software (which shall mean any additions of modifications made by Contractor or the software vendor to or in the software at any time after installation) which improve the efficiency and effectiveness of the basic program functions and which do not change such functions or create one or more new ones, shall be furnished to the City at no charge. Installation of improvements shall be done only with the City's approval, and shall be done at the City's expense if Contractor is not responsible for Full Maintenance Service at the time of installation.

B. PROGRAM CHANGES

If, at any time after installation, Contractor or the software vendor shall develop any changes in the software which change the basic program functions of the software or add one or more new ones, the City shall have the right to obtain such program changes at the lesser of (i) Contractor's or the software vendor's standard prices then in effect for installing such changes, or (ii) the difference between the then current price of the software including such changes and the applicable fees and charges for the software reflected here in.

K. EQUIPMENT AND SOFTWARE EVALUATION OPTION

In the event that the Contractor offers, the City may, at its sole option, test any item of equipment or software which is supplied by the Contractor and can be connected to the Radio System or installed on the Radio System, for a trial period of up to ninety (90) days, without cost. If the City elects this option, the City will reimburse the Contractor for actual freight, installation, and removal costs.

WITNESSETH:

WHEREAS, the CITY OF PORTLAND desires to purchase a Communications System; and

WHEREAS, MOTOROLA desires to sell a Communications System; and

THEREFORE, the parties hereby enter into an agreement pursuant to which MOTOROLA shall perform the work and furnish the equipment and services as more fully set forth herein and Exhibits A and B, which are either attached hereto or incorporated by reference and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the last day and year written below.

CITY OF PORTLAND

By: [Signature]
Name
MAYOR
Title
92.6.5
Date signed

MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC.

T. W. Jaron
[Signature]
Name
Vice President & General Manager
Title Western Division
5/26/92
Date signed

By: [Signature]
Name
AUDITOR
Title
6/5/92
Date signed

APPROVED AS TO FORM:
CITY ATTORNEY
[Signature]
5/27/92

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT Community Corrections
 CONTACT JOANNE FULLER

DIVISION MID-COUNTY DISTRICT
 TELEPHONE 248-3701

* NAME(S) OF PERSON MAKING PRESENTATION TO BOARD JOANNE FULLER/MIKE KING

SUGGESTED

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

A budget modification to reduce pass through and increase personnel, materials and services, and capital equipment.

(ESTIMATED TIME NEEDED ON THE AGENDA)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet.

This modification will increase personnel expenditures, capital equipment, and other materials and services line items and will reduce pass through accordingly.

156-021-2834-6060	(299,465)
156-021-2834-5100/5550	248,850
156-021-2834-6000	33,397
156-021-2834-7100	8,218
156-021-2834-8400	9,000

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Increases General Fund Contingency by \$8,218 to cover increase in indirect costs.

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>M. Juma Hilde</i>	12-13-93
Plan/Budget Analyst	Date	Employee Services	Date
<i>David C. Darr</i>	12/13/93	<i>Chumbros</i>	12-13-93
Board Approval	Date		
<i>Deborah C. Bocast</i>	12/23/93		

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

DCCA

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

FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	ANNUALIZED Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
1.00	Office Assistant Sr.	20,086	5,412	8,834	34,332
2.00	Probation/Parole Officer	61,428	16,552	2,812	80,792
7.00	Group Worker	202,650	54,593	64,407	321,650
10.00	TOTAL CHANGE (ANNUALIZED)	284,164	76,557	76,053	436,774

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

Permanent Positions, Temporary, Overtime, or Premium	Explanation of Change	BASE PAY Increase (Decrease)	CURRENT FY Increase/(Decrease)		TOTAL Increase (Decrease)
			Increase/(Decrease)		
			Fringe	Ins.	
	Fund Agy Org				
0.50	156-021-2834 6002 Office Assistant Sr.	10,043	2,706	4,417	17,166
1.00	156-021-2834 6276 Probation/Parole Officer	30,714	10,855	9,843	51,412
3.50	156-021-2834 - Group Worker	101,326	27,296	32,205	160,827
TOTAL CURRENT FISCAL YEAR CHANGES		142,083	40,857	46,465	229,405

BUDGET MODIFICATION NO. DCC4

EXPENDITURE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD 6 BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		156	021	2834			5100	35,768	177,851	142,083		Permanent
							5200	0	7,794	7,794		Temporary
							5300	0	11,651	11,651		Overtime
		156	021	2834			5500	12,640	53,497	40,857		Fringe
		156	021	2834			5550	8,019	54,484	46,465		Insurance
											248,850	
		156	021	2834			6060	1,080,353	780,888	(299,465)		Pass Through
		156	021	2834			6120	0	2,500	2,500		Printing
		156	021	2834			6170	0	1,080	1,080		Rentals
		156	021	2834			6180	0	500	500		Repairs & Maintenance
		156	021	2834			6200	0	600	600		Postage
		156	021	2834			6230	0	4,600	4,600		Supplies
		156	021	2834			6270	0	125	125		Food
		156	021	2834			6310	0	1,200	1,200		Education & Training
		156	021	2834			6330	0	300	300		Travel
		156	021	2834			7100	10,260	18,478	8,218		Indirect
		156	021	2834			7300	0	22,492	22,492		Motor Pool
											(257,850)	
		156	021	2834			8400	0	9,000	9,000		Equipment
											9,000	
		400	050	7531			6520			46,465	46,465	Svce Reimb to Insurance Fund
		401	030	5910			6180			22,492	22,492	Svce Reimb to Motor Pool
		100	045	9120			7700			8,218	8,218	Contingency
TOTAL EXPENDITURE CHANGE										77,175	77,175	

REVENUE

TRANSACTION EB GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD 6 BUDGET FY 93-94

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Revenue	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6602			46,465		Fed/State Fund
		401	030	5900			6602			22,492		Fed/State Fund
											68,957	
		100	045	7410			6602			8,218		Fed/State Fund
											8,218	
TOTAL REVENUE CHANGE										77,175	77,175	



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY CORRECTIONS
421 S.W. 5TH, SUITE 600
PORTLAND, OREGON 97204
(503) 248-3701
FAX (503) 248-5376

GLADYS McCOY
COUNTY CHAIR

MEMORANDUM

TO: Board of County Commissioners

FROM: Tamara Holden and Joanne Fuller 

DATE: December 13, 1993

SUBJECT: Agenda Placement Date: December 23, 1993
Transfer of Community Corrections Funds

I. Recommendation/Action Requested

Approval to transfer \$ 299,465 from Pass Through Payments to personnel, materials and supplies, and equipment in order to operate the Multnomah County Department of Community Corrections Work Release/Probation Violation Center.

II. Background/Analysis

The Department of Community Corrections allocated \$ 1.08 million in Pass Through for the creation of a Work Release/Probation Violation Center during this fiscal year. It was anticipated that as plans for the center were developed, these funds would be allocated to create a budget for the County to directly operate the center. Funds that originally were budgeted in Pass Through will now be used to fund personnel, materials and services, and equipment for the center. The center will serve as a work release and probation/parole violation center for offenders under supervision in Multnomah County. While at the center offenders will participate in job search and employment. Offenders who are not employed will be linked to the Day Reporting Center and the Londer Learning Center for life skills training, cognitive restructuring, GED classes and Alternative Community Service work crew.

III. Financial Impact

This proposed budget increases the contingency by \$8,218. It is included in the Community Corrections Act Plan approved by the Board of County Commissions on October 7, 1993.

IV. Legal Issues

None.

V. Controversial Issues

The Department searched for several months for an appropriate work release facility. The only facility that staff were able to locate that was immediately available, appropriate for the services and easily renovated is the site in Clackamas County. Multnomah County providing services to offenders at a site in Clackamas County may raise some questions among Clackamas County residents. The Department is currently negotiating with Clackamas County Community Corrections to develop an intergovernmental agreement for the use of this facility.

VI. Link to County Policies

The Work Release/Violation Center is an element in the County's implementation of the new Structured Sanctions legislation (ORS Chapter 680). The Work Release/Violation Center will provide transitional services for offenders who are returning to the community from prison. It will also provide an immediate sanction for probationers and parolees who are out of compliance with supervision conditions.

VII. Citizen Participation

The Department will inform citizen groups as the center is located.

VIII. Other Government Participation

The site proposed for use as a Work Release/Violation Center is owned by the State of Oregon and leased to Clackamas County for use as a corrections residential center. Department staff have worked with the State Department of Corrections and the Clackamas County Community Corrections Division to develop plans for the use of this site. The intergovernmental agreement between Multnomah and Clackamas Counties will include provisions for Multnomah County to lease the space. Clackamas will provide utilities, food, facility maintenance, and some furnishings.

MEETING DATE: DEC 23 1993

AGENDA NO: _____

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Budget Modification - DCC 4

REGULAR MEETING: Date Requested: December 23, 1993

Amount of Time Needed: 15 minutes

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: _____

CONTACT: Joanne Fuller TELEPHONE #: 248-3236

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Joanne Fuller, Tamara Holden, Mike King

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Modifies Department of Community Corrections Work Release Center budget by transferring \$299,465 from pass through to personnel, materials, supplies, and equipment in order to operate center.

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC 13 PM 4:18

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: M. Tamara Holden

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

#1

Durtschi

PLEASE PRINT LEGIBLY!

MEETING DATE

12-23

NAME

Kay Durtschi

ADDRESS

2230 SW Palmen

STREET

Portland

CITY

97219

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-8

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#2

PLEASE PRINT LEGIBLY!

MEETING DATE

12/23/93

NAME

Angel Olsen

ADDRESS

19819 NE Couch

STREET

Gresham, Or 97230

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R8

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#3

PLEASE PRINT LEGIBLY!

MEETING DATE

12/23/93

NAME

ROBERT MORRIS SMITH

ADDRESS

2830 SE MORELAND LANE
STREET

CITY

PORTLAND OREGON 97212

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-8

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

#4

PLEASE PRINT LEGIBLY!

MEETING DATE 12/23/93

NAME Paul Thakofar

ADDRESS 920 SW Cherry Park Rd

STREET
Troutdale, OR 97060
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R8

SUPPORT _____ **OPPOSE**
SUBMIT TO BOARD CLERK

MEETING DATE: DEC 09 1993 DEC 16 1993

AGENDA NO: R-7 R-5

DEC 23 1993

R-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 12/9/93

Amount of Time Needed: _____

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Bill Farver TELEPHONE #: 3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

12/27/93 copies to Bill Farver, Chair Stein & various staff members & Commissioners Kelley, Hansen,

RESOLUTION in the Matter of Multnomah County's Participation in a Cities/County Collier & Coordinating Committee

12/27/93 copies to Kay Ruetzsch, Angel Olsen, Robert Smith & Paul Thalhofer & CTC

MULTNOMAH COUNTY
OREGON
1993 DEC - 2 11 47
COUNTY CLERK

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

CITY OF **FAIRVIEW**

300 HARRISON ST., P.O. BOX 337
 FAIRVIEW, OREGON 97024
 (503)665-7929 FAX 666-0888

December 20, 1993

Post-It™ brand fax transmittal memo 7671		# of pages > 3
To SHARRON KELLEY	From MARILYN HOLSTROM	
Co.	Co. FAIRVIEW	
Dept.	Phone #	
Fax #	Fax #	

Beverly Stein
 Multnomah County Chair
 Room 1410, Portland Building
 1120 SW Fifth Avenue
 Portland, Oregon 97204

Dear Commissioner Stein:

It was with a great deal of surprise that the City of Fairview reviewed Multnomah County's proposed Resolution to participate in a Cities/County Coordinating Committee. We appreciate the fact that you met with our city council on December 1, 1993, to discuss items of concern to both of our jurisdictions. We felt that this meeting was the beginning of "better communication" between the City of Fairview and Multnomah County and we felt that you would make every effort to consult with us on issues that affected our city.

The Resolution in question provides for the Mayors of Portland and Gresham, the Chair of the Multnomah County Commission, other representatives of the respective governments, as well as representatives of other jurisdictions on projects as appropriate, to meet in order to coordinate work related to intergovernmental communication, cooperation and consolidation necessary for achieving the Portland/Multnomah Progress Board benchmarks. However, the City of Fairview was not approached regarding our participation in this process nor were we asked to adopt a similar Resolution. We were, instead, left out of the loop of communication and are having to protect our interests from the outside.

The discussion draft of the proposed Cities/County Coordinating Committee includes the following items which impact our city in some fashion:

1. **TASK: AGREE ON A PROCESS.** We have not been made a part of this process which includes agreeing on draft master transfer agreements, ground-rules, goals, timelines, priority of tasks, assignment of tasks and text of joint cities/county resolutions of agreements. And, if we become part of this



- process, will meetings be held so that our elected officials can participate?
2. **TASK: ANNEXATION.** Does this include the smaller cities that have not completed their annexation goals?
 3. **TASK: COMMUNITY POLICING/PAROLE AND PROBATION.** Does this include the smaller cities who operate community policing programs?
 4. **TASK: CRIME PREVENTION.** All law enforcement agencies within Multnomah County offer crime prevention programs in some form or another. This could be discussed at the Public Safety Council rather than develop another format.
 5. **TASK: DELINQUENCY PREVENTION.** It is our hope that the proposed multi-jurisdictional Delinquency Prevention Task Force will be open to all law enforcement agencies within the county.
 6. **TASK: EMERGENCY MANAGEMENT.** We were not asked to participate in this issue which has immediate and long-range impacts on our city.
 7. **TASK: FAMILY SUPPORT CENTERS.** Although your objectives note that a linkage should occur between community policing and each Family Support Center, the City of Fairview has not been included.
 8. **TASK: HOUSING AND COMMUNITY DEVELOPMENT.** The City of Fairview directly participates in the Multnomah County Community Development Block Grant Program and is a member of its Policy Advisory Board, yet we have not been consulted on this extremely important program.
 9. **TASK: INFORMATION AND REFERRAL.** Coordinated Information and Referral Services for cities/county should include all of the cities. We have not been asked to participate.
 10. **TASK: JOINT FACILITIES.** The City of Fairview has publicly stated its support for an East County Booking Facility and would like the opportunity to have input on this subject.
 11. **TASK: LAW ENFORCEMENT AND CLEO.** The City of Fairview has participated to date on these task forces and should be listed among the participants. We are also unclear as to why this should be separated from the work being done by the Public Safety Council.
 12. **TASK: PROGRESS BOARD.** As stated in the draft, the Progress Board is currently reviewing Benchmark Development Task Force reports in five areas: environment/quality of life, education, public safety, governance and economic development. All jurisdictions should be a part of this process.

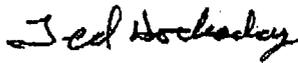
13. **TASK: SOLID WASTE AND RECYCLING.** Coordination efforts should include all jurisdictions who are participating.
14. **TASK: TRANSPORTATION.** This issue is being addressed by a joint commission which includes elected officials from all impacted jurisdictions within Multnomah County. This topic should not be taken out of this arena at this time and should not be included in the Resolution.

The above-listed issues do not include other topics which could impact the City of Fairview in an indirect manner and should include city input or review.

Although the City of Fairview is extremely concerned that we have not been included in any of the issues outlined in the proposed draft, we are also concerned that a process be established that will allow our elected officials and our limited number of staff the opportunity to participate and/or offer input on any topic which we feel impacts our city.

We encourage you to postpone the adoption of the proposed Resolution until further review has resolved the problems that we have outlined. Our message is very simple: Please honor the commitment that you made to our City Council to establish close lines of communication and to consult with us over matters of mutual interest. I look forward to your earliest response.

Sincerely,
CITY OF FAIRVIEW


Ted Hockaday
Mayor

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County's)
Participation in a Cities/County) RESOLUTION
Coordinating Committee)

WHEREAS, the Portland/Multnomah County Progress Board is developing benchmarks to create long range goals and measure the quality of service delivery by the cities and county government of Multnomah County; and

WHEREAS, Multnomah County and the Cities of Portland and Gresham are working to deliver the best possible service to their citizens; and

WHEREAS, to deliver high value, effective and efficient services in the overlapping jurisdictions within Multnomah County, it is important that city and county governments cooperate closely and coordinate their efforts, and look for ways to consolidate functions; and

WHEREAS, in the process of cooperating, coordinating, and consolidating, it is essential that there be good communication between the governments within the county; and

WHEREAS, communication and cooperation will be facilitated by creation of a Cities/County Coordinating Committee consisting of the Mayors of Portland and Gresham and the Chair of the Multnomah County Commission, and other representatives of the respective governments, as well as representatives of other jurisdictions on projects as appropriate; and

WHEREAS, that Coordinating Committee will serve as a clearinghouse to coordinate work related to intergovernmental communication, cooperation, and consolidation necessary for achieving the Portland/Multnomah Progress Board benchmarks; and

NOW, THEREFORE, BE IT RESOLVED that Multnomah County will participate in a Cities/County Coordinating Committee; and

BE IT FURTHER RESOLVED, that Chair Beverly Stein and Commissioner Dan Saltzman will be Multnomah County's initial representatives on the committee, with the input and involvement of the Multnomah county Board of Commissioners; and

BE IT FURTHER RESOLVED, that the work of the Cities/County Coordinating Committee will further at least one or more of the following goals:

1. Maintain or improve the current quality of services;
2. Maintain or improve accessibility and accountability to the public;

3. Lower current level of costs and/or increase current service level at no additional cost;
4. Plan or anticipate future regional population growth and demographic change;
5. Sustain employees' legal rights;
6. Capture benefits of new and emerging technology;
7. Assess and evaluate government's appropriate role;
8. Share liabilities equitably;
9. Transfer assets along with service responsibilities;
10. Limit announcements to mutually agreed upon projects;
11. Include performance objectives and evaluation measures to assess the success of joint efforts;
12. Focus its local government efforts and expenditures on its stated mission.

APPROVED this _____ day of _____, 1993.

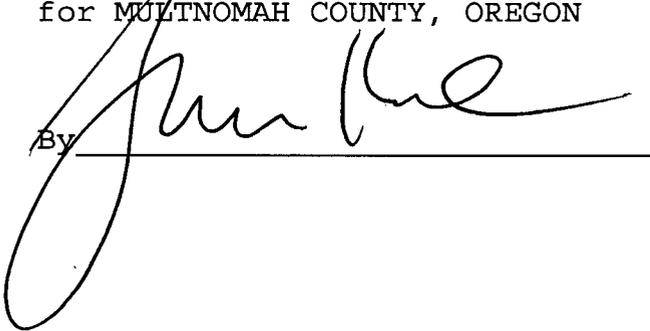
MULTNOMAH COUNTY, OREGON

By _____

Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____



BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County's)
Participation in a Cities/County) RESOLUTION
Coordinating Committee)

WHEREAS, the Portland/Multnomah County Progress Board is developing benchmarks to create long range goals and measure the quality of service delivery by the cities and county government of Multnomah County; and

WHEREAS, Multnomah County and the Cities and jurisdictions in Multnomah County are working to delivery the best possible service to their citizens; and

WHEREAS, to deliver high value, effective and efficient services in the overlapping jurisdictions within Multnomah County, it is important that governments cooperate closely and coordinate their efforts, and look for ways to consolidate functions; and

WHEREAS, in the process of cooperating, coordinating, and consolidating, it is essential that there be good communication between the governments within the county; and

WHEREAS, communication and cooperation will be facilitated by creation of a Cities/County Coordinating Committee consisting of the Mayors of Portland and Gresham and the Chair of the Multnomah County Commission. The Committee will invite the other county cities, Metro, county school districts, and the Port of Portland to participate. Representatives of other jurisdictions and citizen groups will be invited to participate in specific projects as appropriate; and

NOW, THEREFORE, BE IT RESOLVED that Multnomah County will participate in a Cities/County Coordinating Committee; and

BE IT FURTHER RESOLVED, that Chair Beverly Stein and Commissioner Dan Saltzman will be Multnomah County's representatives on the committee, with the input and involvement of the Multnomah County Board of Commissioners; and

BE IT FURTHER RESOLVED, that the Coordinating Committee will serve as a clearinghouse to coordinate work related to intergovernmental communication, cooperating, and consolidation necessary for achieving the Portland/Multnomah County Progress Board benchmarks. Areas selected by the elected Boards for exploration should further at least one or more of the following goals:

1. Maintain or improve the current quality of services;
2. Maintain or improve accessibility and accountability to the public;
3. Lower current level of costs and/or increase current

- service level at no additional cost;
4. Plan or anticipate future regional population growth and demographic change;
 5. Sustain employees' legal rights;
 6. Capture benefits of new and emerging technology;
 7. Assess and evaluate government's appropriate role;
 8. Share liabilities equitably;
 9. Transfer assets along with service responsibilities;
 10. Limit announcements to mutually agreed upon projects;
 11. Include performance objectives and evaluation measures to assess the success of joint efforts;
 12. Focus its local government efforts and expenditures on its stated mission.

APPROVED this _____ day of _____, 1993.

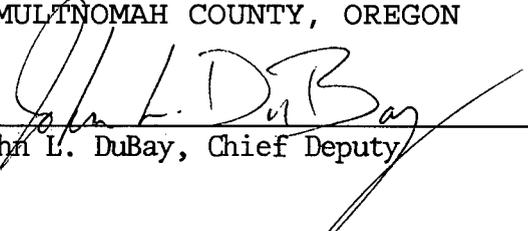
MULTNOMAH COUNTY, OREGON

By _____

Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By _____


John L. DuBay, Chief Deputy

Amendment to R-8

add to the fifth Whereas Clause to read as follows:

" . . . consisting of one member who will serve as the joint representative of the cities of Fairview, Wood Village, and Troutdale, the Mayors of Portland and Gresham . . ."

Amendment to R-8

add to the fifth Whereas Clause to read as follows:

". . . the Mayors of Portland and Gresham, a representative selected by the Citizen Involvement Committee and the Chair . . ."

Amendment to R-8

Amend the last BE IT FURTHER RESOLVED item to read as follows:

" Areas selected by the elected Board for exploration should

1. Maintain or improve the current quality of services; and/or
2. Lower current level of costs and/or increase current service level at no additional cost;

and further at least one or more of the following goals:

A. Maintain or improve accessibility and accountability to the public;

B. Plan or anticipate. . ."

[also revise the numbers 5 through 12 to read C through K, respectively]

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Multnomah County's)
Participation in a Cities/County) RESOLUTION
Coordinating Committee) 93-395

WHEREAS, the Portland/Multnomah County Progress Board is developing benchmarks to create long range goals and measure the quality of service delivery by the cities and county government of Multnomah County; and

WHEREAS, Multnomah County and the Cities in Multnomah County are working to delivery the best possible service to their citizens; and

WHEREAS, to deliver high value, effective and efficient services in the overlapping jurisdictions within Multnomah County, it is important that city and county governments cooperate closely and coordinate their efforts, and look for ways to consolidate functions; and

WHEREAS, in the process of cooperating, coordinating, and consolidating, it is essential that there be good communication between the governments within the county; and

WHEREAS, communication and cooperation will be facilitated by creation of a Cities/County Coordinating Committee consisting one member who will serve as the joint representative of the cities of Fairview, Wood Village, and Troutdale, the Mayors of Portland and Gresham, a representative selected by the Citizen Involvement Committee, and the Chair of the Multnomah County Commission, and other representatives of the respective governments, as well as representatives of other jurisdictions and citizen groups on projects as appropriate; and

NOW, THEREFORE, BE IT RESOLVED that Multnomah County will participate in a Cities/County Coordinating Committee; and

BE IT FURTHER RESOLVED, that Chair Beverly Stein and Commissioner Dan Saltzman will be Multnomah County's initial representatives on the committee, with the input and involvement of the Multnomah County Board of Commissioners; and

BE IT FURTHER RESOLVED, that the Coordinating Committee will serve as a clearinghouse to coordinate work related to intergovernmental communication, cooperating, and consolidation necessary for achieving the Portland/Multnomah County Progress Board benchmarks. Areas selected by the elected Boards for exploration should further at least one or more of the following goals:

1. Maintain or improve the current quality of services;
and/or

2. Lower current level of costs and/or increase current service level at no additional cost;

and further at least or more of the following goals:

- A. Maintain or improve accessibility and accountability to the public;
- B. Plan or anticipate future regional population growth and demographic change;
- C. Sustain employees' legal rights;
- D. Capture benefits of new and emerging technology;
- E. Assess and evaluate government's appropriate role;
- F. Share liabilities equitably;
- G. Transfer assets along with service responsibilities;
- H. Limit announcements to mutually agreed upon projects;
- I. Include performance objectives and evaluation measures to assess the success of joint efforts;
- J. Focus its local government efforts and expenditures on its stated mission.



APPROVED this 23 day of Dec, 1993.

MULTNOMAH COUNTY, OREGON

By Beverly Stein
Beverly Stein
Multnomah County Chair

REVIEWED
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

By Laurence Kessel

MEETING DATE: DEC 23 1993

AGENDA NO: R-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: RESOLUTION

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: 12/23/93

Amount of Time Needed: 10 minutes

DEPARTMENT: Nondepartmental DIVISION: County Chair's Office

CONTACT: Beverly Stein TELEPHONE #: 3308
BLDG/ROOM #: 106/1410

PERSON(S) MAKING PRESENTATION: Chair Stein

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

RESOLUTION in the Matter of Establishing a Task Force on Delinquency Prevention

12/27/93 copies to Chair Stein, Chair Staff, Chip LOZENBY

BOARD OF COUNTY COMMISSIONERS
MULTIOMAH COUNTY
OREGON
1993 DEC 14 PM 3 21

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein #4

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



Beverly Stein, Multnomah County Chair

Room 1410, Portland Building
1120 S.W. Fifth Avenue
P.O. Box 14700
Portland, Oregon 97204
(503) 248-3308

December 14, 1993

To: Board of County Commissioners
From: Beverly Stein
Re: Task Force on Delinquency Prevention

Enclosed please find a resolution on Establishing a Task Force on Delinquency Prevention. I am recommending we form this task force as an adjunct to the new Commission on Children and Families to provide us with recommendations in time to consider in our budget process.

I am suggesting we form this short term group to coordinate the following efforts:

- the Youth Program Office and Juvenile Department are meeting to consider revising the criteria by which juveniles are diverted to our Child and Youth Centers
- with the proposed expansion of the Family Support Centers, we need to clarify what juveniles are most appropriately dealt with in community based programs and which need more structured responses
- the Mayor of the City of Portland remains very concerned about juvenile crime and wants to work cooperatively with us to identify appropriate responses and resources for these young people
- the Citizens Crime Commission is very interested in juvenile crime and would like to work with us on positive alternatives
- we continue to work with the Casey Foundation in planning our joint efforts to reduce pre-adjudicatory admissions to detention
- the new Director of the Children and Families Division can use these discussions to help redefine the cooperative relationship between the Juvenile Department and our community providers
- the Auto Theft Task Force proposed an expansion of sanctions specifically designed to assist juvenile car thieves



These concerned citizens, staff and elected officials need a focus and an opportunity to be heard by the Board and to have their recommendations considered by the County Board.

Ideally, we would send this charge to the Commission on Children and Families. Because they were just appointed on December 16 and need to organize around larger planning issues, I have structured this Task Force as a short term group which will report their recommendations to the Commission before coming to the Board. I would expect some overlap in membership and that the Task Force know they are proceeding with a time limited, specific focus.

I would appreciate your support. Thank you.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF MULTNOMAH COUNTY

In the Matter of Establishing) RESOLUTION
a Task Force on Delinquency) 93-396
Prevention)

WHEREAS, each year in Multnomah County 7,053 youth between the ages of 12 and 18 are identified by law enforcement officials as being in violation of the juvenile code and 2,225 of these youth are diverted to the County's system of child and youth centers, and

WHEREAS, approximately half of the youth that are diverted to the County's system of Child and Youth Centers either do not go to the Center or fail to complete their agreed upon treatment or restitution plan, and

WHEREAS, the Board of County Commissioners is concerned about the increasing violence associated with offenses committed by young people and the rising incidences of child abuse and teen pregnancy, and

WHEREAS, the Board of County Commissioners is interested in promoting a greater sense of responsibility, accountability, and self esteem among these youth, and

WHEREAS, the Board of County Commissioners believes that early intervention with appropriate services and sanctions can have a positive impact on the lives of the young person and his/her family can deter the youth from activity which might result in his/her detention at a later time, and

WHEREAS, the County recently completed construction of a new juvenile facility and is committed to instituting programmatic improvements to the system which will allow the most effective use of that facility, and

WHEREAS, currently the Juvenile Department and Child and Youth Centers are not prepared to deal with youth who are diverted from the system and do not complete their treatment or restitution, and

WHEREAS, the County is currently involved in a major planning effort with the Casey Foundation to develop more appropriate ways to deal with youth involved with anti-social behavior before they are adjudicated by the courts.

NOW, THEREFORE, BE IT RESOLVED, that the Chair will appoint a Delinquency Prevention Task Force composed of representatives from:

Board of County Commissioners
Office of the Mayor - City of Portland
Children and Families Division
Juvenile Department
Youth Program Office
Courts
Law enforcement
Citizen's Crime Commission
Public Schools
Juvenile Rights Project
District Attorney
Community providers of children and youth services (2)
Children's Services Division
Commission on Children and Families
Citizen advocate for children

The Chair will assign staff for the Task Force from the Children and Families Services Division and the Juvenile Division.

BE IT FURTHER RESOLVED, that the Delinquency Prevention Task Force will draw upon recommendations from previous studies and reports and develop priorities, programs or procedures to address the following questions:

1. What young people should be diverted from the juvenile justice system and offered optional services in the community?
2. What is the most efficient and effective way to provide services and sanctions for those young people whose needs and offenses are not currently being addressed?
3. What are the present and future roles of the Child and Youth Centers and the Juvenile Justice Department in providing these new services and sanctions?
4. What additional services and sanctions are needed to serve these youth? What are possible funding sources for these services and sanctions? How can funds be matched or leveraged?
5. How can law enforcement agencies more effectively work with County and community agencies to ensure that appropriate youth are diverted from the system and receive the services they need?
6. What additional options for alternative dispute resolution and restitution in the community should be promoted?
7. How will we evaluate the effectiveness of current and proposed approaches?

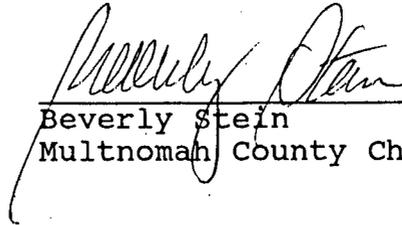
BE IT FURTHER RESOLVED, that the Task Force present its recommendations to the Commission on Children and Families for their review and comment.

BE IT FURTHER RESOLVED, that the Task Force present its recommendations to the Board by March 1, 1994.

APPROVED this 23rd day of December, 1993.

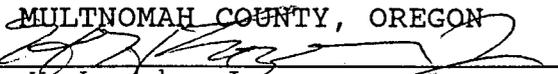
MULTNOMAH COUNTY, OREGON





Beverly Stein
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for MULTNOMAH COUNTY, OREGON

BY 
H. H. Lazenby, Jr.

MEETING DATE: DEC 23 1993

AGENDA NO: R-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: PCRB Exemption Request

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: ~~December 16, 1993~~

Amount of Time Needed: 5 - 10 MINUTES

DEPARTMENT: DES DIVISION: Facilities Management

CONTACT: F. Wayne George/Lillie Walker TELEPHONE #: 248-3322/248-5111

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: F. Wayne George

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

Request from DES, Facilities Managements for the exemption from competitive bidding process for contracting for custodial services at the Justice Center through September, 1994.

12/16/93 NOTICE & Application to PCRB list Lillie Walker & F Wayne George
12/27/93 NOTICE & ORDER to PCRB list, Lillie Walker & F Wayne George

SIGNATURE REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Lillie M. Walker

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1993 DEC -9 AM 8:42

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS
FROM: Lillie Walker, Purchasing Director
TODAY'S DATE: December 9, 1993
REQUESTED PLACEMENT DATE: December 16, 1993
RE: Exemption request from formal competitive bid process for Facilities Management to execute an interim contract for custodial services for the Justice Center.

I. Recommendation/Action Requested:

Facilities Management has requested an exemption from the formal bid process to contract with Mighty Clean for custodial services at the County portion of the Justice Center.

II. Background/Analysis:

The County desires to cancel the current custodial contract with Mighty Clean at the Courthouse and transfer County staff from the Justice Center to the Courthouse to perform those custodial duties. The staff transfer will provide improved service and a better fit of abilities to the custodial requirements at the courthouse. The custodial responsibilities for the City portion of the Justice Center will come under County jurisdiction on October 1, 1994. It is therefore proposed that Mighty Clean perform the custodial work at the Justice Center until the entire building becomes available to be let for formal bid. The contractor will provide those services for the same cost it is currently providing services at the Courthouse. This will provide the County the opportunity to create specifications to go out to formal bid for the entire building while incurring no additional costs to the County.

III. Financial Impact:

None. See attached for analysis of costs.

IV. Legal Issues:

This request is supported by ORS 279.015 (2) and other than the signing of the contracts, there are no legal issues anticipated.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Current County policies require formal competitive bidding for the purchase of equipment, materials, supplies and non-professional services that exceed \$10,000.00.

VII. Citizen Participation

N/A

VIII. Other Government Participation:

N/A



MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
DIVISION OF FACILITIES AND
PROPERTY MANAGEMENT
2505 S.E. 11TH AVENUE
PORTLAND, OREGON 97202
(503) 248-3322

BEVERLY STEIN
MULTNOMAH COUNTY CHAIR

TO: Lillie Walker
FROM: F. Wayne George *[Signature]*
RE: Custodial Exemption Request
DATE: November 12, 1993

In response to Facilities Managements customer surveys and in a continuing effort to provide all County agencies with the best possible service at the lowest possible cost, Facilities Management is considering moving all Justice Center County Custodians to the Courthouse. This move will allow for the development of a new and improved custodial service program for the Courthouse. The 5 day 10 hour Courthouse work week will better fit the reduced in numbers, County Custodian abilities, thus allowing our custodians to feel pride in their accomplishments and in their trade.

We are also proposing that the current Courthouse custodial contractor be moved to the Justice Center to provide the custodial services for the correction and courts portions of the building. The results of these moves will enable the Justice Center and the Courthouse to have full custodial service at NO additional expense to the County. Mighty Clean, the contractor, has agreed that they will be able to provide full service to the Justice Center for the same cost being charged to provide 2 1/2 day service at the Courthouse. The difference being in the amount of square footage being cleaned and being able to schedule custodians on a daily basis rather than the 2 1/2 day system currently at the Courthouse. Currently our contractor cleans approximately 427,442 sqft twice weekly, where as at the Justice Center the contractor would clean approximately 478,500 sqft over a seven day period.

The move for the County Custodians would be a permanent move while the Contractor would only provide service until September 1994 at which time the entire Justice Center (City and County portions) will be bid out into one contract package. Having our current contractor provide service on an interim basis will help us to develop accurate specifications for a contracted program that will meet the needs of this high use 7 day 24 hour facility. We also believe that when the entire Justice Center is bid that an additional savings may be realized through economy of scale.

Custodial Exemption Request cont.

While the Mighty Clean contract does not expire until March of 1995 they are willing to accept a reduction in the time of their contract to help us meet our goals of consolidation. Mighty Clean has provided contracted custodial services County-wide for over 10 years and has become a reliable provider to the County. One example was the development of a program that would satisfy the requirements set forth by the consent decree at the Donald E. Long Home, resulting in high marks from the appointed inspector. Mighty Clean has experience in Multnomah County detention facilities and has proven their abilities to work well with the extreme and adverse conditions within detention and high security facilities.

For the above mentioned reasons we are requesting that a exemption be approved that will allow us to transfer the Contractors responsibilities from the Multnomah County Courthouse to the Justice Center on an interim basis which would not extend past September 30, 1994.

Square footage comparison:

Reduced Courthouse Contract Cleaning

213,721 sqft X 2 days full service =	427,442 sqft
64 sqft X 3 X 101 restroom service =	19,392 sqft
Total Courthouse Contract Cleaning =	<u>446,834 sqft per week</u>

Proposed Justice Center Contract Cleaning

60,000 sqft X 5 days full service =	300,000 sqft	
15,000 sqft X 7 days dayporter service =	105,000 sqft	*
15,000 sqft X 2 days control & restroom=	30,000 sqft	**
43,500 sqft 10% delay factor (security)=	43,500 sqft	***
Total Justice Center Contract Cleaning =	<u>478,500 sqft per week</u>	

NOTES:

*15,000 sqft per day is the industry average per person for office space.

**Detention control rooms and restrooms require 7 day service.

***Detention facility security procedures add additional time to each task due to time delays entering and exiting spaces.



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF HEARING

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, will consider an application on Tuesday, December 23, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, in the Matter of an Exemption to Contract with Mighty Clean to Provide Custodial Services for the Justice Center.

A copy of the application is attached.

For additional information, please contact Multnomah County Purchasing Director Lillie Walker, 248-5111 or the Office of the Board Clerk, 248-3277.

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

Deborah Bogstad
Office of the Board Clerk

enclosure

cc: Lillie Walker

F. Wayne George

12/16/93

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

In the Matter of an Exemption from
competitive bidding for custodial
services for the Justice Center.

)
)
)

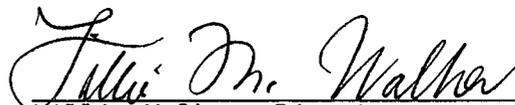
A P P L I C A T I O N

Application to the Public Contract Review Board on behalf of a request from the Department of Environmental Services, Facilities Management Division is hereby made pursuant to the Board's Administrative Rule AR 10.010, and adopted under the provisions of ORS 279.015, for an order of exemption to contract for Justice Center custodial services from Mighty Clean. The period for the exemption is through September 30, 1994.

This exemption Request is due to the following facts: The County will benefit by the transfer of the current County Justice Center custodial staff to the Courthouse. The staff transfer will provide improved service to the courthouse and a better fit of abilities to requirements for the County staff in this facility. The current contractor at the courthouse, Mighty Clean, (contracted until March, 1995) has agreed to provide custodial services at the Justice Center at no increase in cost than currently being provided for these services at the Courthouse. This is possible due to the difference in square footage and hours of service provided at each facility. The contract with Mighty Clean for the Justice Center would only run through September, 1994 at which time the City portion of the building will also become a County responsibility. Therefore the entire Justice Center custodial services will be available for competitive bid in 1994. Contracting with Mighty Clean for this service in the interim will assist the County in developing accurate specifications for this building. Additionally the County may realize cost savings through economy of scale by letting a bid for the entire building custodial services. This exemption is not likely to encourage favoritism or substantially diminish competition and will result in cost savings.

This exemption will not affect the current budget for FY 93/94.

Purchasing, Contracts and Central Stores recommends approval of the exemption from competitive bidding for the custodial services contract at the Justice Center through September 30, 1994.



Lillie Walker, Director
Purchasing, Contracts, & Central Stores



MULTNOMAH COUNTY OREGON

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

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

NOTICE OF APPROVAL

The Multnomah County Board of Commissioners, sitting as the Public Contract Review Board, considered an application on Thursday, December 23, 1993, at 9:30 a.m. in Room 602 of the Multnomah County Courthouse, 1021 SW Fourth, Portland, Oregon, and approved Order 93-397 in the Matter of an Exemption to Contract with Mighty Clean to Provide Custodial Services for the Justice Center.

A copy of the Order is attached.

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

Deborah Bogstad
Office of the Board Clerk

0044C/4/db
enclosure
cc: Lillie Walker
F. Wayne George

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

In the Matter of an Exemption to contract)
with Mighty Clean to provide custodial) O R D E R
services for the Justice Center.) 93-397

The above entitled matter is before the Board of County Commissioners, acting in its capacity as the Multnomah County Public Contract Review Board, to consider a request from the Department of Environmental Services, Facilities Management under Multnomah County PCRB Rule AR 10.010 to award a contract to Mighty Clean for custodial services at the Justice Center through September 30, 1994.

It appearing to the Board that the request for exemption, as it appears in the application, is based upon the fact that the County staff providing this service at the Justice Center shall be relocated to the Courthouse. The current contract at the Courthouse shall be cancelled. Mighty Clean shall provide custodial services at the Justice Center at the same cost of the current contract at the Courthouse. The entire Justice Center custodial services shall be let for bid when the City Custodial responsibilities are transferred to the County by September, 1994.

It appearing to the Board that this request for an exemption is in accord with the requirements of the Multnomah County Public Contract Review Board Administration Rules AR 10.010, 20.060 and 30.010; it is therefore

ORDERED that the exemption is hereby approved.

Dated this 23rd day of December, 1993.



LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By John L. DuBay
Assistant County Counsel
John L. DuBay

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

By Beverly Stein
Beverly Stein, County Chair

MEETING DATE: DEC 23 1993

AGENDA NO: UC-1

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of an Amendment to an Intergovernmental Agreement with the Children's Services Division for Funding Through the End of the Fiscal Year

BOARD BRIEFING **Date Requested:** December 23, 1993

Amount of Time Needed: five minutes

REGULAR MEETING: **Date Requested:** _____

Amount of Time Needed: _____

DEPARTMENT: _____ **DIVISION:** Juvenile Justice Division

CONTACT: Brian Smith **TELEPHONE #:** 5184
BLDG/ROOM #: 311/JJD

PERSON(S) MAKING PRESENTATION: Harold Ogburn, Dwayne McNanny

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

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

This amendment provides funding for the second half of FY 93-94 for services in the Assessment Intervention Transition Program, the Gang Resource and Intervention Team, and community based programs for gang impacted youth. The additional \$495,957.98 provided by this amendment brings the total of this Agreement to \$991,914.98.

This amendment is necessary because CSD was unsure if it would be able to provide a cost of living increase. Consequently, the initial Agreement was processed with funding for the first half of the fiscal year. No cost of living increase is included in this amendment.

12/23/93 originals picked up by
SIGNATURES REQUIRED: *Kathy Millard*

ELECTED OFFICIAL: _____

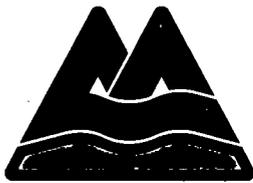
OR

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
1993 DEC 20 PM 4:27
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



MULTNOMAH COUNTY OREGON

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

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

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: December 10, 1993

RE: An Amendment to an Intergovernmental Agreement between
the Juvenile Justice Division and the Children's Services
Division for Funding Through the End of Fiscal Year 1993-94

I. Recommendation/Action Requested:

Approval of this Amendment to an Intergovernmental Agreement.

II. Background/Analysis:

When the Children's Services Division offered their original Agreement for FY 1993-94 in June of 1993, they had not yet received their final budget from the State Legislature. Consequently, they offered an Intergovernmental Agreement for the first six months of this fiscal year which the Board approved and the Acting Chair signed on June 24, 1993. No cost of living adjustment is included in this amendment. This amendment fulfills CSD's intention to provide funding for the following programs in the remaining six months of this fiscal year:

- JJD Gang Resource and Intervention Team (GRIT);
- JJD Assessment, Intervention and Transition Program (AITP);
- Alfred Yaun Youth Care Centers- one residential treatment bed space;
- Portland House of Umoja- nine residential treatment beds;
- Emmanuel Temple Full Gospel Pentecostal Church- assessment and outpatient counseling services;
- Mt. Sinai Community Baptist Church- assessment and outpatient counseling services;
- Christian Counseling Center- assessment and outpatient counseling services;
- Minority Youth Concerns Action Program- outpatient counseling services;

III. Financial Impact:

This amendment to the revenue agreement with CSD continues funding through the remainder of FY 1993-94. The adopted budget already accommodates this increase as the full funding level was planned for and anticipated.

IV. Legal Issues:

N/A

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

This funding allows for counseling and treatment resources located within the local community for some of Multnomah County's highest risk and most delinquent youth.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102304
Amendment # 1

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>UC-1</u> DATE <u>12/23/93</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department _____ Division Juvenile Justice Date December 8, 1993

Contract Originator Brian Smith (DM) Phone 5184 Bldg/Room 311/JJD

Administrative Contact Brian Smith Phone 5184 Bldg/Room 311/JJD

Description of Contract This amendment provides funding for the second half of FY 93-94 for services in the Assessment Intervention Transition Program, the Gang Resource and Intervention Team, and community based programs for gang impacted youth.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Children's Services Division
 Mailing Address 500 Summer St. NE, 4th Fl.
Salem, OR 97310-1017
 Phone 503 378-3542
 Employer ID# or SS# _____
 Effective Date upon execution
 Termination Date June 30, 1994
 Original Contract Amount \$ 495,957
 Total Amount of Previous Amendments \$ 0
 Amount of Amendment \$ 495,957.98
 Total Amount of Agreement \$ 991,914.98

Remittance Address _____
 (If Different) _____
 Payment Schedule _____ Terms _____
 Lump Sum \$ _____ Due on receipt
 Monthly \$ _____ Net 30
 Other \$ _____ Other _____
 Requirements contract - Requisition required.
 Purchase Order No. _____
 Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:
 Department Manager *Harold Ogilven*
 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 December 8, 1993
 Date _____
 Date 12-20-93
 Date December 23, 1993
 Date _____

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND	
04	156	010	2540			2319		GRET	Program/Business	19,839.98		
01.	156	010	2510			2319		GRET	Detention	168,625		
02.	156	010	2520			2319		GRET	Information Svcs	19,838		
03.	156	010	2530			2319		GRET	Counseling Svcs	287,655		

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

STATE OF OREGON INTERGOVERNMENTAL AGREEMENT

CSD Contract Log Number: 3-1050 D90847

Date: November 19, 1993

Amendment #1

AMENDMENT OF AGREEMENT 3-217 D90847, dated June 6, 1993, between

Multnomah County Board of Commissioners,

hereinafter referred to as the "Contractor", and the State of Oregon, Department of Human Resources, Children's Services Division.

The Agreement is amended as follows:

1. By amending the Agreement face sheet, paragraph entitled Effective Date and Duration, to amend the Agreement end date from December 31, 1993 to June 30, 1994.
2. By amending the Agreement face sheet paragraph entitled Consideration to amend the amount not to exceed from \$495,957.00 to \$991,914.98.
3. By amending the Agreement document entitled SCHEDULE, SECTION B.1 to read as follows:
 1. As consideration for the services provided by the Contractor during the period beginning July 1, 1993 and ending June 30, 1994, the Division will pay to the Contractor, by check(s), an amount not to exceed \$991,914.98, to be paid as follows:
 - a. An amount not to exceed \$360,236.28 paid at the rate of \$30,019.69 per month for the operation of the special staff and activities known as the "Grit" team to increase the County Juvenile Justice Division and law enforcement abilities to implement gang intervention strategies.
 - b. An amount not to exceed \$244,075.56 paid at the rate of \$20,339.63 per month, for 9.0 ADP at the House of Umoja, a special residential/treatment facility for gang youth between the ages of 15 to 18 years of age.
 - c. An amount not to exceed \$245,323.92 paid at the rate of \$20,443.66 per month for the operation of the Assessment, Intervention, and Transition Program (AITP), a 30 day secure residential treatment facility serving an ADP of 18 gang youth during the term of this Agreement in order to prevent their commitment to the State Training School. This payment is for maintenance and supervision only. The treatment services will be billed through the County Mental Health Program.
 - d. An amount not to exceed \$34,929.24 for serving 1 ADP in residential care/treatment with Alfred Yaun Youth Care Centers, and counseling services to other designated gang involved youth. Payment shall be made as reimbursement for actual costs.
 - e. An amount not to exceed \$32,400.00 to be billed at the rate of \$900.00 per month for each of the subAgreements with Emanuel Temple Full Gospel Pentecostal Church; Mt. Sinai Community Baptist Church; and Christian Counseling Center.
 - f. An amount not to exceed \$29,814.00 for the sub-Agreement with "Minority Youth Concerns Action Program" for the purchase of special counseling and supportive

services to an ADP of 28.5 gang involved youth. Payment shall be made at the rate of \$2,484.50 per month.

- g. An amount not to exceed \$45,135.98 for client specific services to Asian, Hispanic, and other sub-cultural gang youth. The County may bill this as needed.

All other terms, provisions, and conditions of this Agreement remain unchanged.

This amendment shall be effective immediately upon full execution of this amendment.

Approved by the Contractor:

Signature: _____ Title: _____ Date: _____

Approved by Children's Services Division

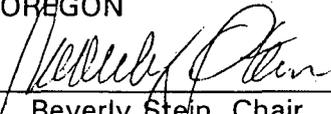
By _____ Date _____

Reviewed by Contracts Officer Cynthia J. Sullivan-Williams Date: 11-22-93

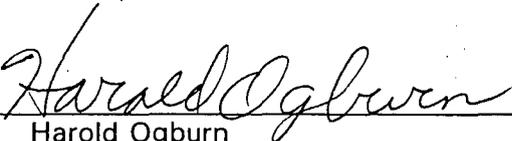
Approved for Legal Sufficiency: Lawrence R. Young Asst. A.G., Date: 11/23/93

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

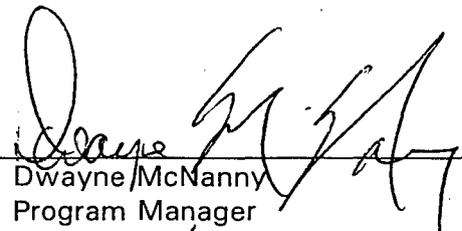
MULTNOMAH COUNTY, OREGON

By: 
Beverly Stein, Chair
Board of County Commissioners

Date: December 23, 1993

By: 
Harold Ogburn
Division Director

Date: 12/8/93

By: 
Dwayne McNanny
Program Manager

Date: 12/10/93

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: 
Assistant County Counsel

Date: 12-20-93

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # UC-1 DATE 12/23/93
DEB BOGSTAD
BOARD CLERK