

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME BILL NAITO

ADDRESS CHAIR - Multis Library Bd
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT ✓ OPPOSE _____
SUBMIT TO BOARD CLERK

2

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME URSULA LEGUIN

ADDRESS LIBRARY BOARD MEMBER
STREET

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT ✓ OPPOSE
SUBMIT TO BOARD CLERK

3
PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Paul Millius

ADDRESS 3115 NW BROADWAY

STREET

Portland

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 12-1

SUPPORT ✓ OPPOSE _____

SUBMIT TO BOARD CLERK

5

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/97

NAME YVONNE WILLIAMS

ADDRESS LIBRARY BOARD MEMBER
STREET

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 12-1

SUPPORT OPPOSE
SUBMIT TO BOARD CLERK

8
PLEASE PRINT LEGIBLY!

Mayor
MEETING DATE 8/20/92
NAME Russie McRobert

ADDRESS 1333 W Eastman
STREET
Washburn
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # Washburn

SUPPORT 7 OPPOSE UTILITY TAX
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

Aug 20/02

NAME

Mike McCoy

NW
NATURAL
GAS

ADDRESS

220 New 2nd Ave

STREET

CITY

Portland Ore

97209
ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

10
PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME William Leewong FREIGHTLINER

ADDRESS 4747 N. CHANNEL AVE.

STREET
PORTLAND, OR 97007
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R1

SUPPORT _____ **OPPOSE** X
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME Eugene Guillaume

ADDRESS 1572 N. Prescott St.

STREET
FHD Ave. 97217

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ **OPPOSE** ✓

SUBMIT TO BOARD CLERK

13
PLEASE PRINT LEGIBLY!

MEETING DATE 20 AUG

NAME Shannon Moon Leonetti

ADDRESS 6406 SW ViewPoint

STREET Portland 97201

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT **OPPOSE**

SUBMIT TO BOARD CLERK

14
PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME Jim COON mccall oil

ADDRESS 1650 NE Lombard ST

STREET

PORTLAND, OR.

97211

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____

OPPOSE X

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

8-20-92

NAME

Wahhy BRUSSE ⁰
OLL
INDUSTRY

ADDRESS

7125 No. Boston Ave

STREET

CITY

PORTLAND Ore

ZIP CODE

97217

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

16
PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME David Sathelm

ADDRESS 4404 NE 39th

STREET

CITY

Portland OR

97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R1

SUPPORT _____

OPPOSE X

SUBMIT TO BOARD CLERK

17
PLEASE PRINT LEGIBLY!

MEETING DATE

Aug 20 '92

NAME

Stan Oaden - SENIORS

ADDRESS

3716 S.E. 65th AV

STREET

Portland

CITY

97206

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R 1

SUPPORT

X

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

8-20-92

NAME

CAROLYN MCGREEVY

ADDRESS

P.O. BOX 6099

JAMES RIVER
CORPORATION

STREET

VANCOUVER, WA. 98668

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # _____

SUPPORT _____

OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!MEETING DATE 8-20-92NAME DICK ROMANO FujitsuADDRESS 21015 SE STARK

STREET

GRESHAM, OR 97080

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1SUPPORT _____ OPPOSE X

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!MEETING DATE 8-20-92NAME Elizabeth WarnerADDRESS The Boeing Company
STREET

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R1SUPPORT _____ OPPOSE X
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

Aug 20, 92

NAME

TED DAVENPORT

ARCHERY
PRODUCTS

ADDRESS

41421 E. LARETTA MT RD

STREET

CORBETT OR 97019

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

22

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME MARY ANN HUTTON

ADDRESS NORTHWEST INDUSTRIAL GAS USERS

ADDRESS 9999 NE Worden Hill Rd

STREET

Dundee OR 97115

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ **OPPOSE**

SUBMIT TO BOARD CLERK

23

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

OREGON STEEL

NAME Jerry Richartz OREGON METALS
COMPANIES

ADDRESS 14400 N. Rivergate Blvd.

STREET

Portland

97203

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

24

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME BOB WIGGON

ADDRESS 1111 NE 192ND

STREET
GRESHAM, OR 97230

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # LIBRARY
TAC

SUPPORT _____ OPPOSE X

SUBMIT TO BOARD CLERK

25

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME BILL MUIR, Chairman CAC

ADDRESS 2024 N. WEBSTER

STREET
PORTLAND **CITY** OR 97214 **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # UTILITY TAX

SUPPORT _____ **OPPOSE** X
SUBMIT TO BOARD CLERK

24

PLEASE PRINT LEGIBLY!

MEETING DATE 08-20-92

NAME Marjorie Clinton

ADDRESS 52 NE 11thland

STREET Portland

CITY 97211

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 08-20-97

NAME LYNN FRANK ALBINA FUEL

ADDRESS 4160 SE INTERNATIONAL WAY

STREET
PORT OR 97222
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R1

SUPPORT _____ OPPOSE X
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

Matt Emlen, League of Utilities

ADDRESS

and Social Service Agencies

STREET

PO BOX 12272

PDX

97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R/Utility

SUPPORT

OPPOSE

X tax

SUBMIT TO BOARD CLERK

29

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

Ted Winnowski

ADDRESS

Key Bank 1200 SW Fifth Ave

STREET

Portland OR

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

31

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Bob Charles Community

ADDRESS Energy Project

STREET 4610 NE MLK PDX

97211

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R1 Utility

SUPPORT _____ OPPOSE X tax

SUBMIT TO BOARD CLERK

32

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME ROSALIE V GRAFF LIBRARY
EMPLOYEE

ADDRESS 4819 SE 70
STREET
PORTLAND, OR 97206
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # LIBRARY FUND

SUPPORT ~~_____~~ OPPOSE _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!MEETING DATE August 20, 1992

NAME

Alexandra Dobbins

ADDRESS

1625 SE Madison Apt 1

STREET

Portland, OR 97214

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1 Library tax!

SUPPORT

The Library!

OPPOSE

SUBMIT TO BOARD CLERK

34

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/97

NAME DON MCINTIRE

ADDRESS 23500 SE STARK ST

STREET

GRESHAM 97030

CITY **ZIP CODE**

UTILITY

I WISH TO SPEAK ON AGENDA ITEM # TAX

SUPPORT _____ **OPPOSE** X

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

TERENCE MEETING DATE 8/20/92
NAME TERENCE O'DONNELL

ADDRESS 1307 S.W. BROADWAY
STREET
972d
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # W-1 B

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

NAME ^{DOROTHY} Family & Friends **MEETING DATE** 8/20/92

ADDRESS
STREET OBIX
CITY _____ **ZIP CODE** _____

I WISH TO SPEAK ON AGENDA ITEM # Leaves

SUPPORT 2+2 **OPPOSE** _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME Paul Harris / Miller Paintco.

ADDRESS 317 SE Grand Ave

STREET
Port. Ore. 97214

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ OPPOSE

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Martha Ullman West

ADDRESS 1237 SE 53rd Ave

STREET Portland, OR 97215

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # L13

SUPPORT public library OPPOSE _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Donell HART

ADDRESS 3106 S.E. 79th

STREET
PORTLAND, OR 97206
CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # Public Library

SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/97

SELLS
PROPANE

NAME

STUART C. HALL

ADDRESS

3125 NW 35th AVE

STREET

PORT.

CITY

97210

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

41

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME BONNIE WEBSTER MCCAC MEMBER

ADDRESS 8835 NE WYGANES ST.
STREET
Portland, OR 97220
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ OPPOSE _____
SUBMIT TO BOARD CLERK

42
PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

BILL ELLIOTT - PCGE

ADDRESS

121 SW SALMON ST.

STREET

PORTLAND OR

97204

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

OPPOSE

X

SUBMIT TO BOARD CLERK

43

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME JOLINDA OSBORNIE

ADDRESS 639 NE 100th

STREET
PORTLAND

CITY 97220

ZIP CODE
Library
Tax

I WISH TO SPEAK ON AGENDA ITEM #

SUPPORT ✓ OPPOSE

SUBMIT TO BOARD CLERK

44
PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME STAN PERRY PSU DOCTORAL

ADDRESS 6539 SE 7th CANDIDATE

STREET

Portion of

97206

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # Utility pay

SUPPORT X **OPPOSE** _____
SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8-20-92

NAME Donna Dengel

ADDRESS 4450 Chapman

STREET Lake Oswego

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # 1

SUPPORT OPPOSE

SUBMIT TO BOARD CLERK

44

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME CARL D. DALTON PP&L

ADDRESS 3535 N.E. 15th

STREET

POST ORE 9742

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT _____ OPPOSE X

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Russell Plaeger SMALL BUSINESS OWNER

ADDRESS 3025 NE 36

STREET Portland 97212

CITY **ZIP CODE**

I WISH TO SPEAK ON AGENDA ITEM # R-1

SUPPORT **OPPOSE**

SUBMIT TO BOARD CLERK

48

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

DOUG MAC GOWAN / ESCO

ADDRESS

2141 NW 25th

STREET

PORTLAND ORE 97210

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

12-1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

X

HAD TO LEAVE

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92
NAME VINCE SCHILE COLUMBIA
FORGE

ADDRESS 8424 N. CRAWFORD
STREET
PORTLAND OR 97203
CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # L13

SUPPORT _____ OPPOSE X
SUBMIT TO BOARD CLERK

HAD TO LEAVE

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

Guy Marshall - Columbia St. ref

ADDRESS

10425 N. Bloss
STREET

Portland
CITY

97283

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R1

SUPPORT

OPPOSE

SUBMIT TO BOARD CLERK

HAD TO LEAVE

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/02

NAME

CHRIS POOLE-JONES

ADDRESS

1206 NE KNOTT ST

STREET

PO 97212

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

R-1

SUPPORT

LIBRARY TAX

OPPOSE

X

SUBMIT TO BOARD CLERK

HAD TO LEAVE

PLEASE PRINT LEGIBLY!

MEETING DATE

8/20/92

NAME

LANNIE HURST

ADDRESS

1209 SW 6th

STREET

PORTLAND

97201

CITY

ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM #

Feb. tax

SUPPORT



OPPOSE

SUBMIT TO BOARD CLERK

ANNOTATED MINUTES

*Tuesday, August 18, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

PLANNING ITEMS

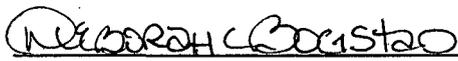
Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson and Gary Hansen present, and Commissioner Rick Bauman arriving at 9:34 a.m.

- P-1 *Second Reading and Possible Adoption of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C (PLEASE NOTE - PLANNING STAFF WILL BE REQUESTING A CONTINUANCE OF THIS SECOND READING TO TUESDAY, AUGUST 25, 1992 IN ORDER TO MEET STATUTORY NOTICE REQUIREMENTS)*
- P-2 *RESOLUTION in the Matter of the Implementation of the East Multnomah County Bikeway Plan (SUBMITTED BY COMMISSIONER SHARRON KELLEY FOR CONSIDERATION WITH BIKEWAYS PLAN MAP ORDINANCE)*

ED PICKERING AND JOHN DuBAY RESPONSE TO BOARD QUESTIONS AND DISCUSSION. UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT ITEMS P-1 AND P-2 BE CONTINUED TO AUGUST 25, 1992.

There being no further business, the meeting was adjourned at 9:38 a.m.

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


Deborah L. Bogstad

*Tuesday, August 18, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602*

BOARD BRIEFING

- B-1 *Multnomah County Library Board Proposal for Stable Library Funding. Presented by Bill Naito and Library Board Members*

BILL NAITO, PAUL MILLIUS, FELICIA TRADER, URSULA LeGUIN, BILL FAILING, DAVE WARREN, CHRIS LANGDON, GINNIE COOPER AND FRED NEAL PRESENTATION AND RESPONSE TO BOARD QUESTIONS.

Tuesday, August 18, 1992 - 10:30 AM
Multnomah County Courthouse, Room 602

AGENDA REVIEW

B-2 *Review of Agenda for Regular Meeting of August 20, 1992.*

Thursday, August 20, 1992 - 9:30 AM
Multnomah County Courthouse, Room 602

REGULAR MEETING

Chair Gladys McCoy convened the meeting at 9:30 a.m., with Vice-Chair Sharron Kelley, Commissioners Pauline Anderson, Rick Bauman and Gary Hansen present.

DEPARTMENT OF HEALTH

C-6 *Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT C-6 BE REMOVED FROM THE CONSENT CALENDAR.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5 AND C-7 THROUGH C-13) WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

C-1 *Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 104372 Between Multnomah County, Social Services Division Alcohol and Drug Program Office and the State of Oregon, Children's Services Division, Providing \$24,472.28 in Increased Alcohol and Drug Outpatient Funds, Adding Exhibit 3 and Revising the Language and Fee Maximums in Section A of the Schedule, for the Period July 17, 1992 through June 30, 1994*

C-2 *Ratification of Intergovernmental Agreement Contract No. 102983 Between Multnomah County, Alcohol and Drug Program Office and the City of Portland, Regional Drug Initiative Office, Providing Staff Funding Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Grant, for the Period July 1, 1992 through December 31, 1992*

- C-3 *Ratification of Intergovernmental Agreement Contract No. 102913 Between Multnomah County, Aging Services Division and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Providing 83,105 Door-to-Door Rides for Frail Elderly Persons for Medical Appointments and Other Needed Services, for the Period July 1, 1992 through June 30, 1993*
- C-4 *Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 103772 Between Multnomah County, Juvenile Justice Division and Portland Public School District #1, Decreasing the Project Paradigm Grant Allocation by \$450, for the Period Upon Execution through June 30, 1993*
- C-5 *Ratification of Intergovernmental Agreement Contract No. 102963 Between Multnomah County, Social Services Division Youth Program Office and the City of Portland, Providing \$91,000 Emergency Shelter for Homeless Youth Funding, for the Period July 1, 1992 through June 30, 1993*

DEPARTMENT OF HEALTH

- C-7 *Ratification of Revision #1 to Intergovernmental Agreement Contract No. 200883 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing an \$83,380 Decrease in Funds Awarded to the County for Various Programs, for the Period July 1, 1992 through June 30, 1993*
- C-8 *Ratification of Intergovernmental Agreement Contract No. 299992 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing Immigration Reform and Control Act State Legalization Impact and Assistance Grant Funds for Sanitary Surveys on Farm Labor Camp Based Public Water Systems, for the Period October 1, 1991 through September 30, 1992*
- C-9 *Ratification of Intergovernmental Agreement Contract No. 200923 Between Multnomah County and the State of Oregon, Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County, for the Period May 1, 1992 through June 30, 1993*
- C-10 *Ratification of Intergovernmental Agreement Contract No. 200803 Between Multnomah County and Clackamas County, Public Health Division, Providing Disbursement of State Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period August 1, 1992 through April 30, 1993*
- C-11 *Ratification of Intergovernmental Agreement Contract No. 200823 Between Multnomah County and Oregon Health Sciences University, Providing Clinical Nurse Practitioner Learning Experience for M. Katherine Crabtree, DNSc, at the Mid-County Health Center, for the Period Upon Execution through June 30, 1993*

NON-DEPARTMENTAL

- C-12 *In the Matter of the Appointments of Margaret Boyles and Winzel Hamilton to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE*

C-13 *In the Matter of the Appointments of Constance Andersen, Elizabeth Davis, Augustus Morgan, Jim Nelson, Arthur Payne and Jane Walker to the PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)*

REGULAR AGENDA

NON-DEPARTMENTAL

R-1 *First Reading of an ORDINANCE Relating to the Imposition of an Excise Tax on the Provision of Utility Services; Providing for Administration and Collection; Dedicating the Revenues to a Special Fund for Library Purposes; and Related Matters*

PROPOSED ORDINANCE READ BY TITLE ONLY, COPIES AVAILABLE. COMMISSIONER BAUMAN MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF THE FIRST READING. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, AN AMENDMENT TO PAGE 3, SECTION 2(F) ADDING "BUT NOT INCLUDING ANY MUNICIPAL, STATE OR FEDERAL AGENCY" WAS APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. COMMISSIONER BAUMAN EXPLANATION. JOHN DuBAY AND COMMISSIONER BAUMAN RESPONSE TO BOARD QUESTIONS. BILL NAITO, URSULA LeGUIN, PAUL MILLIUS, TERRY McCALL, YVONNE WILLIAMS, BILL FAILING, CHRIS LANDON, JENNIFER VIVIANO, SHANNON MOON LEONETTI, BILL MUIR, MIKE RILEY, ROSALIE GRAFE, ALEXANDRA DOBBINS, TERENCE O'DONNELL, DOROTHY HINSCH, MARTHA ULLMAN WEST, DONIEL HART, JOLINDA OSBORNE, STAN PERRY, DONNA DENGEL AND RUSSELL PLAEGER TESTIMONY IN SUPPORT OF PROPOSED ORDINANCE. GUSSIE McROBERT, MIKE McCOY, WILLIAM LEE WONG, EUGENE GUILLAUME, JIM COON, WALLY BRUSSE, DAVE SALHALM, STAN OGDEN, CAROLYN McGREEVY, DICK ROMANO, ELIZABETH WARMAN, TED DAVENPORT, MARY ANN HUTTON, JERRY RICHARTS, BOB WIGGIN, MARJORIE CLINTON, LYNN FRANK, MATT EMLN, TED WINNOWSKI, BOB CHAPLES, DON McINTIRE, PAUL HARRIS, STUART HALL, BONNIE WEBSTER, BILL ELLIOTT, CARL TALTOA AND DOUG MACGOWAN TESTIMONY IN OPPOSITION TO PROPOSED ORDINANCE. MR. DuBAY RESPONSE TO BOARD QUESTIONS. BOARD COMMENTS. FIRST READING OF PROPOSED ORDINANCE, AS AMENDED, APPROVED, WITH COMMISSIONERS ANDERSON, BAUMAN AND McCOY VOTING AYE, AND COMMISSIONERS KELLEY AND HANSEN VOTING NO. SECOND READING THURSDAY, AUGUST 27, 1992.

R-2 *PROCLAMATION in the Matter of Proclaiming September 1, 1992 as BLACK UNITED FUND OF OREGON DAY in Multnomah County*

COMMISSIONER BAUMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. JO ANN ALLEN READ PROCLAMATION. PROCLAMATION 92-147 UNANIMOUSLY APPROVED.

R-3 *PROCLAMATION in the Matter of Proclaiming September 7-12, 1992 as UNION LABEL WEEK in Multnomah County*

COMMISSIONER KELLEY MOVED AND COMMISSIONER ANDERSON SECONDED, APPROVAL OF R-3. PROCLAMATION READ. PROCLAMATION 92-148 UNANIMOUSLY APPROVED.

R-4 *RESOLUTION in the Matter of Supporting the Development of a Coordinated Resources Management Program to Restore and Maintain the Environmental Quality of Johnson Creek*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-4. GREGORY CHEW EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MR. CHEW INTRODUCED KEITH WYDEN AND ELAINE HALLMARK. BOARD COMMENTS. RESOLUTION 92-149 UNANIMOUSLY APPROVED.

R-5 *RESOLUTION in the Matter of Authorizing Participation in the Joint Cable Regulation Consolidation Task Force*

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, RESOLUTION 92-150 WAS UNANIMOUSLY APPROVED.

R-6 *RESOLUTION in the Matter of Establishing a Task Force to Review Policies and Procedures for Awarding, Monitoring and Evaluating Service Contracts*

UPON MOTION OF COMMISSIONER ANDERSON, SECONDED BY COMMISSIONER KELLEY, RESOLUTION 92-151 WAS UNANIMOUSLY APPROVED.

R-7 *Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government*

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER BAUMAN, IT WAS UNANIMOUSLY APPROVED THAT R-7 BE TABLED.

MANAGEMENT SUPPORT

R-8 *RESOLUTION in the Matter of Adopting Multnomah County's Investment Policy*

UPON MOTION OF COMMISSIONER HANSEN, SECONDED BY COMMISSIONER ANDERSON, RESOLUTION 92-152 WAS UNANIMOUSLY APPROVED.

DEPARTMENT OF SOCIAL SERVICES

R-9 *Budget Modification DSS #3 Authorizing Addition of \$100,000 in Dedicated State Economic Development Funds to the Juvenile Justice Division Budget to Support the Youth Employment and Empowerment Project*

COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-9. LOLENZO POE AND JANA McLELLAN EXPLANATION AND RESPONSE TO BOARD QUESTIONS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-10 *PUBLIC HEARING to Consider Adoption of an ORDER in the Matter of Transfer of Certain Tax Foreclosed Property to the City of Portland for a Continuing Public Use*

COMMISSIONER ANDERSON MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-10. HEARING HELD, NO ONE WISHED TO TESTIFY. ORDERS 92-153, 92-154, 92-155 AND 92-156 UNANIMOUSLY APPROVED.

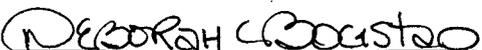
DEPARTMENT OF HEALTH

C-6 *Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992*

COMMISSIONER HANSEN COMMENTS. UPON MOTION OF COMMISSIONER BAUMAN, SECONDED BY COMMISSIONER ANDERSON, C-6 WAS UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 12:47 p.m.

OFFICE OF THE BOARD CLERK
for MULTNOMAH COUNTY, OREGON

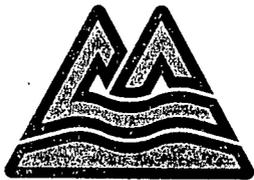

Deborah L. Bogstad

*Thursday, August 20, 1992 - 1:30 - 4:00 PM
Multnomah County Courthouse, Room 602*

EXECUTIVE SESSION

*E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session
Pursuant to ORS 192.660(1)(d) for the Purpose of Labor Negotiator Consultations*

EXECUTIVE SESSION HELD.



MULTNOMAH COUNTY OREGON

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

GLADYS McCOY • CHAIR • 248-3308
PAULINE ANDERSON • DISTRICT 1 • 248-5220
GARY HANSEN • DISTRICT 2 • 248-5219
RICK BAUMAN • DISTRICT 3 • 248-5217
SHARRON KELLEY • DISTRICT 4 • 248-5213
CLERK'S OFFICE • 248-3277 • 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

AUGUST 17 - 21, 1992

Tuesday, August 18, 1992 - 9:30 AM - Planning ItemsPage 2
Tuesday, August 18, 1992 - 9:30 AM - Board BriefingPage 2
Tuesday, August 18, 1992 - 10:30 AM - Agenda ReviewPage 2
Thursday, August 20, 1992 - 9:30 AM - Regular MeetingPage 2
Thursday, August 20, 1992 - 1:30 PM - Executive Session . . .Page 5

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

Thursday, 10:00 PM, Channel 11 for East and West side subscribers
Thursday, 10:00 PM, Channel 49 for Columbia Cable (Vancouver) subscribers
Friday, 6:00 PM, Channel 22 for Paragon Cable (Multnomah East) subscribers
Saturday 12:00 PM, Channel 21 for East Portland and East County subscribers

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

Tuesday, August 18, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

PLANNING ITEMS

- P-1 Second Reading and Possible Adoption of an ORDINANCE Amending the Bikeways Plan Map of the Comprehensive Framework Plan Policy 33C (PLEASE NOTE - PLANNING STAFF WILL BE REQUESTING A CONTINUANCE OF THIS SECOND READING TO TUESDAY, AUGUST 25, 1992 IN ORDER TO MEET STATUTORY NOTICE REQUIREMENTS)
- P-2 RESOLUTION in the Matter of the Implementation of the East Multnomah County Bikeway Plan (SUBMITTED BY COMMISSIONER SHARRON KELLEY FOR CONSIDERATION WITH BIKEWAYS PLAN MAP ORDINANCE)
-

Tuesday, August 18, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

BOARD BRIEFING

- B-1 Multnomah County Library Board Proposal for Stable Library Funding. Presented by Bill Naito and Library Board Members. 9:30 AM TIME CERTAIN, ONE HOUR REQUESTED.
-

Tuesday, August 18, 1992 - 10:30 AM

Multnomah County Courthouse, Room 602

AGENDA REVIEW

- B-2 Review of Agenda for Regular Meeting of August 20, 1992.
-

Thursday, August 20, 1992 - 9:30 AM

Multnomah County Courthouse, Room 602

REGULAR MEETING

CONSENT CALENDAR

DEPARTMENT OF SOCIAL SERVICES

- C-1 Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 104372 Between Multnomah County, Social Services Division Alcohol and Drug Program Office and the State of Oregon, Children's Services Division, Providing \$24,472.28 in Increased Alcohol and Drug Outpatient Funds, Adding Exhibit 3 and Revising the Language and Fee Maximums in Section A of the Schedule, for the Period July 17, 1992 through June 30, 1994

- C-2 Ratification of Intergovernmental Agreement Contract No. 102983 Between Multnomah County, Alcohol and Drug Program Office and the City of Portland, Regional Drug Initiative Office, Providing Staff Funding Assistance to the Regional Drug Initiative Pursuant to a Federal Community Partnership Grant, for the Period July 1, 1992 through December 31, 1992

- C-3 Ratification of Intergovernmental Agreement Contract No. 102913 Between Multnomah County, Aging Services Division and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), Providing 83,105 Door-to-Door Rides for Frail Elderly Persons for Medical Appointments and Other Needed Services, for the Period July 1, 1992 through June 30, 1993

- C-4 Ratification of Amendment #2 to Intergovernmental Agreement Contract No. 103772 Between Multnomah County, Juvenile Justice Division and Portland Public School District #1, Decreasing the Project Paradigm Grant Allocation by \$450, for the Period Upon Execution through June 30, 1993

- C-5 Ratification of Intergovernmental Agreement Contract No. 102963 Between Multnomah County, Social Services Division Youth Program Office and the City of Portland, Providing \$91,000 Emergency Shelter for Homeless Youth Funding, for the Period July 1, 1992 through June 30, 1993

DEPARTMENT OF HEALTH

- C-6 Ratification of Amendment #1 to Intergovernmental Agreement Contract No. 104092 Between Multnomah County and Clackamas County, Reflecting a Change in the Compensation of Telephone Triage Services, for the Period Upon Execution through December 31, 1992

- C-7 Ratification of Revision #1 to Intergovernmental Agreement Contract No. 200883 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing an \$83,380 Decrease in Funds Awarded to the County for Various Programs, for the Period July 1, 1992 through June 30, 1993

- C-8 Ratification of Intergovernmental Agreement Contract No. 299992 Between Multnomah County and the State of Oregon, Department of Human Services, Health Division, Providing Immigration Reform and Control Act State Legalization Impact and Assistance Grant Funds for Sanitary Surveys on Farm Labor Camp Based Public Water Systems, for the Period October 1, 1991 through September 30, 1992

- C-9 Ratification of Intergovernmental Agreement Contract No. 200923 Between Multnomah County and the State of Oregon, Department of Human Resources, Office of Medical Assistance Programs, Providing Reimbursement of HIV Targeted Case Management Program Services Provided by the County, for the Period May 1, 1992 through June 30, 1993

- C-10 Ratification of Intergovernmental Agreement Contract No. 200803 Between Multnomah County and Clackamas County, Public Health Division, Providing Disbursement of State Funds for HIV Case Management Services for Persons with Disabling HIV Disease, for the Period August 1, 1992 through April 30, 1993
- C-11 Ratification of Intergovernmental Agreement Contract No. 200823 Between Multnomah County and Oregon Health Sciences University, Providing Clinical Nurse Practitioner Learning Experience for M. Katherine Crabtree, DNSc, at the Mid-County Health Center, for the Period Upon Execution through June 30, 1993

NON-DEPARTMENTAL

- C-12 In the Matter of the Appointments of Margaret Boyles and Winzel Hamilton to the MULTNOMAH COUNTY CITIZEN INVOLVEMENT COMMITTEE
- C-13 In the Matter of the Appointments of Constance Andersen, Elizabeth Davis, Augustus Morgan, Jim Nelson, Arthur Payne and Jane Walker to the PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

REGULAR AGENDA

NON-DEPARTMENTAL

- R-1 First Reading of an ORDINANCE Relating to the Imposition of an Excise Tax on the Provision of Utility Services; Providing for Administration and Collection; Dedicating the Revenues to a Special Fund for Library Purposes; and Related Matters
- R-2 PROCLAMATION in the Matter of Proclaiming September 1, 1992 as BLACK UNITED FUND OF OREGON DAY in Multnomah County
- R-3 PROCLAMATION in the Matter of Proclaiming September 7-12, 1992 as UNION LABEL WEEK in Multnomah County
- R-4 RESOLUTION in the Matter of Supporting the Development of a Coordinated Resources Management Program to Restore and Maintain the Environmental Quality of Johnson Creek
- R-5 RESOLUTION in the Matter of Authorizing Participation in the Joint Cable Regulation Consolidation Task Force
- R-6 RESOLUTION in the Matter of Establishing a Task Force to Review Policies and Procedures for Awarding, Monitoring and Evaluating Service Contracts
- R-7 Second Reading and Possible Adoption of an ORDINANCE Submitting to the Voters the Question of Whether Legislation Should be Adopted to Authorize the Voters to Abolish Multnomah, Washington and Clackamas Counties, the Metropolitan Service District and Tri-Met, and Create a Single Consolidated Government (FROM AUGUST 13, 1992)

MANAGEMENT SUPPORT

R-8 RESOLUTION in the Matter of Adopting Multnomah County's Investment Policy

DEPARTMENT OF SOCIAL SERVICES

R-9 Budget Modification DSS #3 Authorizing Addition of \$100,000 in Dedicated State Economic Development Funds to the Juvenile Justice Division Budget to Support the Youth Employment and Empowerment Project

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-10 PUBLIC HEARING to Consider Adoption of an ORDER in the Matter of Transfer of Certain Tax Foreclosed Property to the City of Portland for a Continuing Public Use

Thursday, August 20, 1992 - 1:30 - 4:00 PM

Multnomah County Courthouse, Room 602

EXECUTIVE SESSION

E-1 The Multnomah County Board of Commissioners Will Meet in Executive Session Pursuant to ORS 192.660(1)(d) for the Purpose of Labor Negotiator Consultations. TWO AND A HALF HOURS REQUESTED.

Meeting Date: AUG 20 1992

Agenda Number: C-1

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Amendment #2 with Children's Services Division

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

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

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

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 Minutes

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

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

Ratification of Amendment #2 between the Social Services Division Alcohol and Drug Program office and the State Children's Services Division for the period July 17, 1992 through June 30, 1994. Amendment #2 increases County revenue \$24,472.28 for Alcohol and Drug Outpatient services, adds "Exhibit 3" to the contract and makes some revisions in Section A of the SCHEDULE.

8/20/92 ORIGINALS TO KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 10 PM 2:00
MULTNOMAH COUNTY
OREGON

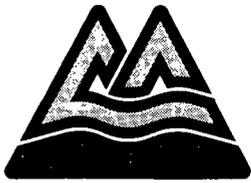
Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith *GS* Director
Social Services Division

DATE: July 27, 1992

SUBJECT: Approval of Amendment #2 with Children's Services Division

RETROACTIVE STATUS: This agreement is retroactive to July 17, 1992. The Amendment from the State Children's Services Division did not arrive in the Social Services Division until July 20, 1992 which prevented the processing of this agreement until that date.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of Amendment #2 to an Intergovernmental Agreement (IGA) between the Alcohol and Drug Program Office and the Children's Services Division for the period of July 17, 1992 through June 30, 1994.

ANALYSIS/BACKGROUND: Amendment #2 increases County revenue \$24,472.28 bringing the net contract total to \$145,967.28 for the contract period. In addition to increasing Alcohol and Drug Outpatient services funding, the amendment attached adds "Exhibit 3" which is a series of definitions, procedure codes and limitations to be used, and revises some language and fee maximums in section "A" of the "SCHEDULE".

This document is an Intergovernmental Agreement and therefore exempt from the RFP process.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 104372
Amendment # 2

<p style="text-align: center;">CLASS I</p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p style="text-align: center;">CLASS II</p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;">CLASS III</p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p style="text-align: center;">REVENUE APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-1</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Social Services Division Social Services Date July 20, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

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

Description of Contract Amendment #2 increases Alcohol and Drug Outpatient funds \$24,472.28, adds "Exhibit 3" and revises language and rates in section A of the SCHEDULE effective July 17, 1992 through June 30, 1994.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CHILDREN'S SERVICES DIVISION
Mailing Address 198 Commercial St., SE
Salem, OR. 97310
Phone 378-3542
Employer ID# or SS# N/A
Effective Date July 17, 1992
Termination Date June 30, 1994
Original Contract Amount \$ 121,495
Total Amount of Previous Amendments \$ 121,495
Amount of Amendment \$ 24,472.28
Total Amount of Agreement \$ 145,967.28

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 Gary Nakas (u)

Purchasing Director _____
(Class II Contracts Only)

County Counsel [Signature]

County Chair / Sheriff _____

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

Encumber: Yes No

Date 7-30-92

Date _____

Date 8/10/92

Date 8/20/92

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	1415						Revenue 2118	24,472.28		
02.												
03.												
<p>* If additional space is needed, attach separate page. Write contract # on top of page.</p>												

AMENDMENT OF AGREEMENT

CSD Contract Number: 1-1802
CSD Interagency Number: 156

Amendment Date: JULY 17, 1992

Amendment # 2

The agreement between the State of Oregon, Department of Human Resources, Children's Services Division, and

MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES ALCOHOL AND DRUG PROGRAMS

Amend CSD Contract Number 1-997 A87526, dated JANUARY 15, 1992, as follows:

1. Amend the Document entitled " INTERGOVERNMENTAL AGREEMENT" to include EXHIBIT 3 (5 pages).
2. Amend Item I Services, paragraph A (including any subparagraphs) only of the Document entitled SCHEDULE, to read as follows:
 - "A. The Agency agrees to provide services described as follows and in any attachments hereto, in accordance with the terms and conditions stipulated in the agreement and its attachments for PROJECT TEAM;
 1. Agency will hire, supervise, and support up to 1.0 FTE Substance Abuse Specialist.
 2. The Division's East Multnomah County Branch Office will provide a work station for the Agency's Substance Abuse Specialist.
 3. Substance Abuse Specialist will participate as a member of the PROJECT TEAM by providing alcohol and drug assessments to clients being served by PROJECT TEAM and make treatment referrals, monitor client progress and act as liaison to treatment providers.
 4. Agency's Substance Abuse Specialist will serve as a member of PROJECT TEAM. The Project Team will identify the duties and responsibilities of the Substance Abuse Specialist. See EXHIBIT 1 for description of PROJECT TEAM, with special attention to pages 2 and 13 of EXHIBIT 1 for description of Substance Abuse Specialist duties and responsibilities.
 5. Agency will notify the Division when the Substance Abuse Specialist is hired, the FTE, and salary and benefits rate to be paid.
 6. Agency will provide drug and alcohol outpatient treatment program for Project Team clients who are not eligible for Title XIX treatment services. Maximum length of treatment program is 90 days per client. Services to be provided by State certified outpatient drug and alcohol treatment providers under contract to Multnomah County. Division will not refer any clients to the Agency for the drug and alcohol outpatient treatment program services after July 2, 1993. EXHIBIT 3 contains a listing of drug and alcohol outpatient treatment services authorized by this contract."

2. Amend Item II Consideration, paragraph A (including all subparagraphs) of the Document entitled SCHEDULE, to read as follows:

- "A. As consideration for the services provided by the Agency, for the period beginning January 1, 1992, and ending June 30, 1994, the Division will pay to the Agency, by check(s), an amount not to exceed \$145,967.28, to be paid as follows:
1. For the services, supervision, and support of up to 1.0 FTE Substance Abuse Specialist, for the period beginning January 1, 1992, and ending September 30, 1994, an amount not to exceed \$121,495.00, paid as follows:
 - a. For the period, beginning January 1, 1992, and ending September 30, 1992, an amount not to exceed \$34,688.00, for a maximum of 9 months, paid as follows:
 1. For the salary and benefits of up to 1.0 FTE Substance Abuse Specialist, an amount not to exceed \$28,056.04, paid at the rate of \$3,117.34 per month, for a maximum of 9 months.
 2. For private car mileage, an amount not to exceed \$981.00, reimbursed at the rate of \$25.00 per month base plus \$0.21 per mile, for a maximum of 3,600.0 miles.
 3. For training for the Substance Abuse Specialist, an amount not to exceed \$1,700.00, reimbursed for actual expenses. The Division must prior approve training in order for it to be reimbursable.
 4. For supplies and periodicals, an amount not to exceed \$650.00, reimbursed for actual expenses.
 5. For personal services - clinical consultation to consult with and supervise the Substance Abuse Specialist, an amount not exceed \$3,300.00, paid at the rate of \$40.00 per hour, for a maximum of 10.0 hours per month, for a maximum of 9 months.
 - b. For the services, supervision, and support of 1.0 FTE Substance Abuse Specialist, for the period beginning October 1, 1992, and ending September 30, 1993, an amount not to exceed \$48,563.00, paid at the rate of \$4,046.91 per month, for a maximum of 12 months.
 - c. For the services, supervision and support of 1.0 FTE Substance Abuse Specialist, for the period beginning October 1, 1993, and ending September 30, 1994, an amount not to exceed \$38,244.00, paid at the rate of \$4,249.33 per month, for a maximum of 9 months.
 2. For a 90 day drug and alcohol outpatient treatment service, for 9.33 Project Team clients who are not eligible for Title XIX treatment services, for the period beginning August 1, 1992, and ending September 30, 1993, an amount not to exceed \$24,472.28, paid as follows:
 - a. One (1) assessment per client, 6 units in length, paid at the rate of \$13.46 per unit (1 unit equals 15 minutes), an amount not to exceed \$753.49.
 - b. Fourteen (14) weekly individual therapy session per client, 4 units in length, paid at the rate of \$13.46 per unit (1 unit equals 15 minutes), an amount not to exceed \$7,032.58.
 - c. Forty-two (42) group therapy sessions per client, 8 units in length, paid at the rate of \$4.49 per unit (1 unit equals 15 minutes), an amount not to exceed \$14,075.61.
 - d. Three (3) urinalysis reviews per client, 3 units in length, paid at \$13.04 per unit (1 unit equals 15 minutes), an amount not to exceed \$1,094.97.
 - e. Three (3) Consultations with Project Team staff members per client, 4 units in length, paid at the rate of \$13.46 per unit (1 unit equals 15 minutes), an amount not to exceed \$1,506.98."

All other terms, provisions, and conditions of this agreement remain unchanged.

This amendment shall be effective upon signature of both parties.

Reviewed by Contracts Officer: _____ Date: _____

AGREED: AGENCY

AGREED: CHILDREN'S SERVICES DIVISION

MULTNOMAH COUNTY,

By _____

DEPARTMENT OF SOCIAL SERVICES,

ALCOHOL AND DRUG PROGRAMS

Date: _____

426 SW Stark, 6th Floor

Portland, Oregon 97204

Byx Gladys McCoy

Date August 20, 1992

BUDGET: 91-93

FED. I.D.: _____

Gladys McCoy
Multnomah County Chair

Gary W. Smith 7/28/92
Gary Smith, Director
Social Services Division

REVIEWED:
LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon
By [Signature]
Date 8-10-92

**APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS**
AGENDA # C-1 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

MEDICAID REHABILITATIVE SERVICES
FOR
ALCOHOL AND OTHER DRUG ABUSE CLIENTS
SERVICE DEFINITIONS, PROCEDURE CODES AND LIMITATIONS

SERVICE	PROCEDURE CODE	TYPE OF SERVICE	AUTHORIZED INDIVIDUAL	MAX UNITS/ DAY (a)	OTHER RESTRICTIONS	PLACE OF SERVICE	SERVICE DEFINITION
1. ALCOHOL ABUSE ASSESSMENT	BA 210	S	QADAC** ONLY	8		OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The determination of a person's need for alcohol treatment services. It involves the collection and evaluation of data to determine the existence of alcoholism or problem drinking. The data is obtained through interview and observation. The assessment concludes with one of the following:</p> <p>(a) Documentation of a DSM-III diagnosis and a written treatment plan supported by the assessment and interview data; or</p> <p>(b) A written statement that the person is not in need of alcohol treatment services. Other disposition information such as to whom the person was referred, etc. shall be included in the client file.</p> <p>Covered services include only those which are a direct encounter with the person or significant others.</p>
2. PSYCHOLOGICAL TESTING FOR ASSESSMENT	BA 211	S	QADAC ONLY	8		OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The administration of psychological tests in order to assist in the determination of the person's need for alcohol treatment services. The purpose of the testing is to gather data to assist in the determination of the existence of alcoholism or problem drinking.</p>
3. INDIVIDUAL THERAPY	BA 212	S	QADAC ONLY	8		OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The planned treatment of an individual's alcoholism or problem drinking as identified by the alcohol abuse assessment and prescribed in the client's treatment plan. The intended outcome from such individual therapeutic services is the client's recovery from alcoholism or problem drinking.</p>

a - ONE UNIT - 15 MINUTES

** QADAC - Qualified Alcohol and other Drug Abuse Counsellor

<u>SERVICE</u>	<u>PROCEDURE CODE</u>	<u>TYPE OF SERVICE</u>	<u>AUTHORIZED INDIVIDUAL</u>	<u>MAX UNITS/ DAY (a)</u>	<u>OTHER RESTRICTIONS</u>	<u>PLACE OF SERVICE</u>	<u>SERVICE DEFINITION</u>
4. GROUP THERAPY	BA 213	S	QADAC ONLY	12		OFFICE (3) OTHER FAC (B) (COMMUNITY (C))	The planned treatment of an individual's alcoholism or problem drinking as identified by the alcohol abuse assessment and prescribed in the client's treatment plan. For group therapy the therapeutic services are provided through the involvement of three or more unrelated individuals. The intended outcome from group therapy services is the client's recovery from alcoholism or problem drinking. Medicaid does not reimburse for education or services that are educational in nature.
5. FAMILY THERAPY	BA 214	S	QADAC ONLY	8		OFFICE (3) OTHER FAC (B) COMMUNITY (C)	The planned treatment of an individual's alcoholism or problem drinking as identified by the alcohol abuse assessment and prescribed in the client's treatment plan. For family therapy, the therapeutic services are provided to the client and members of his/her immediate or extended family. The intended outcome from family therapy services is the client's recovery from alcoholism or problem drinking. Medicaid does not reimburse for education or services that are educational in nature.
6. TREATMENT MONITORING - URINALYSIS	BA 215	S		1d		OTHER (3) OTHER FAC (B)	Urinalysis shall be prescribed in the client's treatment plan. It is the physical tasting of the client's urine for the presence of one or more drugs. Medicaid reimbursement is limited to one such test per client per week.
7. CONSULTATION	BA 216	S	QADAC ONLY	4		OFFICE (3) OTHER FAC (B) CLIENTS RESID (4) COMMUNITY (C)	Professional advice given concerning a specific eligible client to others involved in the treatment process, including family members, staff members of other human services agencies (such as Adult and Family Services Division, Children's Services Division, and schools), care givers (such as residential care facility staff).
8. ACUPUNCTURE	BA 217	S	LICENSED ACUPUNCTURIST	1e		OFFICE (3) OTHER FAC (B)	Acupuncture shall be prescribed in the client's treatment plan. It is the selective stimulation of the body's neurological and defense mechanisms by the insertion of needles in an effort to correct neuromuscular and organic disorders or to induce analgesia. This service may only be delivered by an acupuncture therapist licensed to practice in the State of Oregon.

a - ONE UNIT - 15 MINUTES

d - ONE UNIT - One Urine Sample Tested

e - ONE UNIT - One Acupuncture Session

Page 11 of 20

<u>SERVICE</u>	<u>PROCEDURE CODE</u>	<u>TYPE OF SERVICE</u>	<u>AUTHORIZED MAX UNITS/ INDIVIDUAL</u>	<u>OTHER RESTRICTIONS</u>	<u>PLACE OF SERVICE</u>	<u>SERVICE DEFINITION</u>
17. DRUG ABUSE ASSESSMENT	BA 310	S	QADAC ONLY	8	OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The determination of a person's need for drug treatment services. It involves the collection and evaluation of data to determine the existence of drug abuse or drug dependence and their ancillary or casual factors. The data is obtained through interview or observation. The assessment concludes with one of the following:</p> <p>(a) Documentation of a DSM-III diagnosis and a written treatment plan supported by the assessment and interview data; or</p> <p>(b) A written statement that the person is not in need of drug abuse treatment services. Other disposition information such as to whom the person was referred, etc. shall be included in the client file. Covered services include only those which are a direct encounter with the person or significant other.</p>
18. PSYCHOLOGICAL TESTING FOR ASSESSMENT	DA 311	S	QADAC ONLY	8	OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The administration of psychological tests in order to assist in the determination of the person's need for drug abuse treatment services. The purpose of the testing is to gather data to assist in the determination of the existence of drug abuse or drug dependence.</p>
19. INDIVIDUAL THERAPY	BA 312	S	QADAC ONLY	8	OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The planned treatment of an individual's drug abuse or drug dependence as identified by the drug abuse assessment and prescribed in the client's treatment plan. The intended outcome from such individual therapeutic services is the client's recovery from drug abuse or drug dependence.</p>
20. GROUP THERAPY	BA 313	S	QADAC ONLY	12	OFFICE (3) OTHER FAC (B) COMMUNITY (C)	<p>The planned treatment of an individual's drug abuse or drug dependence as identified by the drug abuse assessment and prescribed in the client's treatment plan. For group therapy, the therapeutic services are provided through the involvement of three or more unrelated individuals. The intended outcome from group therapy services is the client's recovery from drug abuse or drug dependence. Medicaid does not reimburse for education or services that are educational in nature.</p>

a - ONE UNIT - 15 MINUTES

SERVICE	PROCEDURE CODE	TYPE OF SERVICE	AUTHORIZED INDIVIDUAL	MAX UNITS/ DAY (a)	OTHER RESTRICTIONS	PLACE OF SERVICE	SERVICE DEFINITION
21. FAMILY THERAPY	BA 314	S	QADAC ONLY	8		OFFICE (3) OTHER FAC (B) COMMUNITY (C)	The planned treatment of an individual's drug abuse or drug dependence as identified by the drug abuse assessment and prescribed in the client's treatment plan. For family therapy, the therapeutic services are provided to the client and members of his/her immediate or extended family or social network. The intended outcome of family therapy services is the client's recovery from drug abuse or drug dependence. Medicaid does not reimburse for education or services that are educational in nature.
22. METHADONE DOSING - DISPENSING	BA 315	S		1b		OFFICE (3) OTHER FAC (B)	The planned administration of Methadone, an oral substitute for narcotics or opiates for a client dependent upon these substances. The need for Methadone must be identified as part of the drug abuse assessment and prescribed in the client's treatment plan. Methadone is dispensed on a daily basis, usually at the treatment program. Medicaid reimbursement is limited to one dose per day. The intended outcome from Methadone dispensing is an eventual drug-free state.
23. PRETREATMENT PHYSICAL	BA 316	S	PHYSICIAN OR NURSE PRACTITIONER	1c		OFFICE (3) OTHER FAC (B)	This is a planned physical examination of clients as they enter drug abuse or drug dependence treatment. The physical examination shall be prescribed in the client's treatment plan and shall be done by a licensed physician or a licensed nurse practitioner with a graduate degree in nursing. The Medicaid reimbursement rate includes necessary blood tests and is limited to one physical examination per client within any 12 month period.
24. TREATMENT MONITORING - URINALYSIS	BA 317	S		1d		OFFICE (3) OTHER FAC (B)	Urinalysis shall be prescribed in the client's treatment plan. It is the physical testing of the client's urine for the presence of one or more drugs. Medicaid reimbursement is limited to one such test per client per week.

a - ONE UNIT - 15 MINUTES
b - ONE UNIT - A Single Dosing

c - ONE UNIT - A Single Physical Examination
d - ONE UNIT - One Urine Sample Tested

<u>SERVICE</u>	<u>PROCEDURE CODE</u>	<u>TYPE OF SERVICE</u>	<u>AUTHORIZED INDIVIDUAL</u>	<u>MAX UNITS/ DAY (a)</u>	<u>OTHER RESTRICTIONS</u>	<u>PLACE OF SERVICE</u>	<u>SERVICE DEFINITION</u>
25. CONSULTATION	BA 318	S	QADAC ONLY	4		OFFICE (3) OTHER FAC (B) CLIENT RESID (4) COMMUNITY (C)	Professional advice given concerning a specific eligible client to others involved in the treatment process, including family members, staff members of other human services agencies (such as Adult and Family Services Division, Children's Services Division, and schools), care givers (such as residential care facility staff).
26. ACUPUNCTURE	BA 319	S	LICENSED ACUPUNCTURIST	1e		OFFICE (3) OTHER FAC (B)	Acupuncture shall be prescribed in the client's treatment plan. It is the selective stimulation of the body's neurological and defense mechanisms by the insertion of needles in an effort to correct neuromuscular and organic disorders or to induce analgesia. This service may only be delivered by an acupuncture therapist licensed to practice in the State of Oregon.

1a - ONE UNIT - 15 MINUTES
1e - ONE UNIT - One Acupuncture Session

Meeting Date: AUG 20 1992

Agenda Number: C-2

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of an Agreement with the City of Portland-RDI

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

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

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

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 Minutes

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

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

Ratification of a renewal agreement between the Multnomah County Alcohol and Drug Program office and the City of Portland-Regional Drug Initiative (RDI) office for the period July 1 through December 31, 1992. The City of Portland serves as the fiscal agent for a federal grant which passes \$166,840 in operating funds to Multnomah County to continue a multi-agency effort to combat drug abuse in the County.

8/26/92 ORIGINALS TO KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 PM 3:05
MULTNOMAH COUNTY,
OREGON

Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary Smith, Director
Social Services Division *Gary Smith*

DATE: July 30, 1992

SUBJECT: Approval of an Agreement with the City of Portland-RDI

RETROACTIVE STATUS: This revenue agreement is retroactive to July 1, 1992 to cover staff funding and program operations as of that date. The agreement is being processed after the effective date because the Social Services Division did not receive the contract from the City of Portland for processing until July 28, 1992.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of a revenue agreement between the Alcohol and Drug Program Office and the City of Portland for the period of July 1 through December 31, 1992.

ANALYSIS/BACKGROUND: The contract attached renews an agreement in which the City of Portland serves as the fiscal agent for the Regional Drug Initiative, which will pass \$166,840 in federal funding from the Office of Substance Abuse and Prevention to Multnomah County to operate the program. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by working together to implement programs to combat drug abuse in Multnomah County.

This is a five year federal Community Partnership grant from the Office of Substance Abuse and Prevention (OSAP). It is anticipated the grant award will be renewed again after the December 31, 1992 expiration of this agreement.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102983
103003
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 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 BY MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-2</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Department Social Services Division Social Services Date July 29, 1992

Contract Originator City of Portland Phone _____ Bldg/Room _____

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

Description of Contract Renews a contract to mutually fund City/County Regional Drug Initiative (RDI) staff. The 166,840 in funding is through a Federal grant administered by the City of Portland and is effective July 1 through December 31, 1992.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name CITY OF PORTLAND-RDI / Attn: Jan Hazzard

Mailing Address 1220 SW 5th, Room 303

Portland, OR. 97204

Phone 248-4270

Employer ID# or SS# N/A

Effective Date July 1, 1992

Termination Date December 31, 1992

Original Contract Amount \$ _____

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 166,840

Remittance Address _____
(If Different)

Payment Schedule _____ Terms _____

- Lump Sum \$ _____ Due on receipt
- Monthly \$ _____ Net 30
- Other \$ _____ Other _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) _____

County Counsel _____

County Chair / Sheriff _____

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

Encumber: Yes No

Date 8-3-92

Date _____

Date 8-13-92

Date 8/20/92

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	1412						Revenue-2102	166,840	
02.											
03.											

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

AGREEMENT

An agreement between the City of Portland, Oregon ("City") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative pursuant to a federal Community Partnership grant.

RECITALS:

1. The City of Portland is the fiscal agent for the Regional Drug Initiative (RDI) and is authorized by ordinance to receive and disburse funds from the RDI Trust Account.
2. The City has received from the federal Office of Substance Abuse Prevention a renewal of the Community Partnership Program grant on behalf of RDI in the amount of \$458,085.
3. The City will work with Multnomah County and the Regional Drug Initiative to implement the Community Partnership Program and to provide non-grant services to combat drug abuse in Multnomah County.
4. Multnomah County and the City of Portland have agreed to participate in this multi-agency effort by jointly supporting staff positions and motor pool costs for the period of July 1, 1992 through December 31, 1992.
5. The County (Contractor) seeks to enter into an agreement with the City to delineate the means by which the County will be reimbursed for personnel and motor pool costs for the staff members of the Regional Drug Initiative.

AGREED:

I. Scope of Services

The County (Contractor) will provide staffing to perform the duties as outlined in the attached job descriptions.

II. Compensation and Method of Payment

The County (Contractor) will be compensated by the City for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently

than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 1992 though December 31, 1992, shall not exceed \$166,840. Personnel costs shall be for the following positions:

Program Supervisor	1.00 FTE
Program Development Technician	1.00 FTE
Community Liaisons (4)	4.00 FTE
Secretary	1.00 FTE
Program Development Specialist	.50 FTE
Secretary	.50 FTE

Estimated motor pool costs are \$1,800.

III. Project Manager

The City Project Manager shall be John Rodgers or such other person as shall be designated in writing by the Mayor.

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 herein.

IV. General Contract Provisions

A. **TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his/her obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become the property of the City and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the City from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE. The City and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.

C. REMEDIES. In the event of termination under Section A hereof by the City due to a breach by the Contractor, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to the City the amount of excess.

The remedies provided to the City under Section A and C hereof for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

In the event of breach of this Agreement by the City, then the Contractor's remedy shall be limited to termination of the Agreement and receipt of payment as provided in Section B hereof.

D. CHANGES. The City may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contractor must be approved by ordinance of the City Council. Other changes may be approved by the Mayor.

E. MAINTENANCE OF RECORDS. The Contractor shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.

F. AUDIT OF PAYMENTS. The City, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period

established by Section E above.

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

G. INDEMNIFICATION. The Contractor shall hold harmless, defend, and indemnify the City and 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 Agreement.

H. LIABILITY INSURANCE. The Contractor shall maintain public liability and property damage insurance that protects the Contractor and the City actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$200,000 for personal injury to each person, \$500,000 for each occurrence involving property damages; or a single limit policy of not less than \$500,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured the City and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to the City Auditor. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has 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 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 this Agreement.

The Contractor shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under this section. 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 agreement by the City.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that

Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. WORKER'S COMPENSATION INSURANCE. The Contractor shall 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, before this Agreement is executed. A certification of insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, 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 such further certification of worker's compensation insurance as renewals of said insurance occur.

- J. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the 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 Agreement. 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 obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City.
- K. INDEPENDENT CONTRACTOR STATUS. the Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.

The Contractor and its subcontractors and 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.

- L. REPORTING REQUIREMENTS. No City officer or employee, during his or her tenure of for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.

No City officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.

- N. CONTRACT ADMINISTRATION. The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

Additionally, the Contractor, shall comply with the provision of OMB Circular A-87, Cost Principles for State and Local Governments.

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

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

- P. AVAILABILITY OF FUNDS. It is understood by all parties to this Agreement that the funds used to pay for services provided herein are provided by the City solely through the RDI Trust Fund. In the event that funding is reduced, recaptured, or otherwise made unavailable to the city, the City reserves the right to terminate the Agreement as provided under Section B hereof, or change the scope of services as provided under section D hereof.

- Q COMPLIANCE WITH LAWS. In connection with its activities under this Agreement, the Contractor shall comply with all applicable federal, state, and local laws and regulations.

In the event that the Contractor provides goods or

services to the City in the aggregate in excess of \$2,500.00 per fiscal year, the Contractor agrees it has certified with the City's Equal Employment Opportunity certification process.

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1992 and ending December 31, 1992.

Dated this _____ day of _____, 1992.

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

CITY OF PORTLAND:

MULTNOMAH COUNTY, OREGON:

By _____
J.E. Bud Clark Date
Mayor

By Norma Jaeger 7-29-92
Norma Jaeger Date
Program Manager

By Gary Smith 7/30/92
Gary Smith Date
Social Services
Division Director

By Gladys McCoy 8/20/92
Gladys McCoy Date
Multnomah County Chair

REVIEWED:

Jeffrey L. Roger

APPROVED AS TO FORMS
William W. ...
MULTNOMAH COUNTY SECURITY

By _____
Date

REVIEWED:

Laurence Kressel, County
Counsel for Multnomah
County, Oregon

By Laurence Kressel 8.13.92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

ORDINANCE No. 165643

*Authorize an intergovernmental agreement with Multnomah County to provide staff assistance to the Regional Drug Initiative.
(Ordinance)

The City of Portland ordains:

1. The City applied for and received on behalf of the Regional Drug Initiative a Community Partnership Program grant from the federal office for Substance Abuse Prevention.
2. The City has established a Regional Drug Initiative (RDI) Trustee Account for the purpose of receiving non-federal grant funds on behalf of the Regional Drug Initiative.
3. The City of Portland and Multnomah County have agreed to participate in the Multi-agency effort by jointly supporting staff positions for the period July 1, 1992 through December 31, 1992.
4. The City's share for these staff positions will be funded entirely out of the Community Partnership program grant and the Regional Drug Initiative Trustee Account.

NOW THEREFORE, the Council directs:

- a. The Mayor is authorized to execute an agreement substantially similar in form to that attached as exhibit A.

Section 2. The Council declares that an emergency exists in order to provide for the operation of RDI operations without interruption; therefore, this ordinance shall be in full force and effect retroactive to July 1, 1992 from and after its passage by the Council.

Passed by the Council, JUL 15 1992

BARBARA CLARK

Auditor of the City of Portland

By

 Deputy

Meeting Date: AUG 20 1992

Agenda Number: C-3
(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Fiscal Year 1992/93 Intergovernmental Agreement with Tri-Met to purchase door-to-door rides for elderly

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

DEPARTMENT: Social Services DIVISION: Aging Services

CONTACT: _____ TELEPHONE: 248-3646

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

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON AGENDA: 5 minutes

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

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

The Aging Services Division requests approval of a contract with Tri-Met to purchase 83,105 door-to-door rides for elderly persons. The contract is in the amount of \$186,188 for the period July 1, 1992 through June 30 1993.

This contract renews the agreement with Tri-Met to continue door-to-door rides for elderly persons to go to medical appointments, to obtain other needed services, and to attend meal sites. The number of rides is intended to be the same as the baseline service level provided in FY90/91. FY92/93 funding is not at the level anticipated, and therefore the number of rides is prorated to the funds available, an estimated 390 rides per month less than the FY91/92 monthly service level. Aging Services Division pays a fixed cost/ride, utilizing \$71,766 from County general funds and \$114,422 from Older Americans Acts funds. Tri-Met subsidizes the balance of the ride costs, in the estimated amount of \$333,000. The actual total ride cost varies by the number of miles traveled and whether more than one person is going to and from the same place.

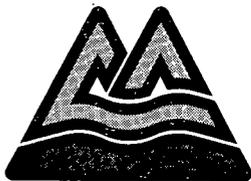
8/20/92 ORIGINALS TO JUNE SCHUMANN

SIGNATURES:

ELECTED OFFICIAL: _____
OR

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

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 10 PM 2:01



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
AGING SERVICES DIVISION
AREA AGENCY ON AGING
421 S.W. 5TH, 3RD FLOOR
PORTLAND, OREGON 97204
(503) 248-3646
TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Gladys McCoy, County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Jim McConnell, Director *JM*
Aging Services Division

DATE: July 29, 1992

SUBJECT: FY1992-93 Contract with Tri-Met

Retroactive Status: This contract is retroactive to July 1, 1992. Contract processing has been delayed pending negotiation of contract terms with provider.

Recommendation: The Aging Services Division recommends Board of County Commissioners approval of the attached contract with Tri-Met, for the period July 1, 1992 through June 30, 1993.

Analysis: Aging Services Division has budgeted \$186,188 of County and federal funds to purchase 83,105 door-to-door rides for frail elderly to go to medical appointments, obtain other needed services, and to attend meal sites.

This contract renews the agreement with Tri-Met to establish FY90/91 as a baseline year and to maintain the approximate number of rides and the amount of Aging Services Division funding at that same baseline level in subsequent years. However, funding for FY92/93 is less than anticipated and the number of rides has been pro-rated to the funds available. This contract provides an estimated reduction of 390 rides per month from the monthly average of rides provided during FY1991/92. Rides may be restored to the baseline level if additional funds become available.

This contract maintains the cost-share arrangements of the current contract. Aging Services Division pays \$2.27/ride regardless of the length of the ride. Tri-Met subsidizes the cost of each ride, in the estimated amount of \$333,000. The actual total cost of a ride varies by the number of miles travelled and whether more than one person is going to and from the same place.

Background: This intergovernmental agreement is renewable annually without a competitive process.

bmem.tm



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102913

Amendment # -

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> 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>C-3</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Social Services Division Ageing Services Date 7-30-92

Contract Originator June Schumann Phone 248-3646 Bldg/Room 161/3

JS Administrative Contact Caroline Sullivan Phone 248-3646 Bldg/Room 161/3

Description of Contract Purchases door-to-door rides for frail elderly using County and Older Americans Act funds. For a total of 83,105 rides.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Tri-Met
 Mailing Address 4012 SE 17th
Portland OR 97202
 Phone (503) 233-5711
 Employer ID # or SS # 93-0579353
 Effective Date July 1, 1992
 Termination Date June 30, 1993
 Original Contract Amount \$ _____
 Amount of Amendment \$ _____
 Total Amount of Agreement \$ 186,188

Remittance Address _____
(If Different) _____

Payment Schedule _____ Terms _____

Lump Sum \$ _____ Due on receipt

Monthly \$ Fee for service Net 30

Other \$ _____ Other _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

KM Department Manager Gary Nakas (cc)
 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 7-31-92

Date _____

Date 8-10-92

Date 8/30/92

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.		See	Attached								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION
421/1st Flr

CANARY - INITIATION

GREEN - FINANCE
106/1430

CONTRACT APPROVAL FORM SUPPLEMENT

ASD COMMUNITY SERVICES PROGRAM

CONTRACTOR: TRI-MET (TRI-COUNTY METROPOLITAN TRANSIT DISTRICT OF OREGON)

CONTRACT #: MOD #: DATE: MAY 29, 1992

LINE	FUND	AGENCY	ORG CODE	ACT	OBJECT	REPT CAT	LGFS	DESCRIP	ORIGINAL AMOUNT	MOD 1	MOD 2	MOD 3	FINAL AMOUNT
													0
1	156	010	1795	AS02	6060	1729	COUNTY		71,766				71,766
2	156	010	1795	AS02	6060	1723	III B		114,422				114,422
TOTAL									186,188	\$0.00	\$0.00	\$0.00	\$186,188

CONTRACT FOR SERVICES
 MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
 AGING SERVICES DIVISION

TERM OF CONTRACT: From: July 1, 1992 To: June 30, 1993
 CONTRACTOR NAME: Tri-County Metropolitan TELEPHONE: 238-4879
 Transportation District of Oregon IRS #: 93-00579353
 CONTRACTOR ADDRESS: 4012 SE 17th
 Portland, OR 97202

This contract is between Department of Social Services, Aging Services Division (also known as Area Agency on Aging) acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Tri-County Metropolitan Transportation District of Oregon (Tri-Met), hereinafter referred to as "CONTRACTOR".

PART A. STATEMENT OF WORK

1. Services and Service Levels

a. CONTRACTOR agrees to provide the services within the service levels listed below, and COUNTY agrees to reimburse CONTRACTOR for providing those services at the rates and up to the amounts specified below.

Service	Units	Rate	Total County Funds	Program Income	Total County Funds and Program Income
1 way ride	83,105**	\$2.27	\$186,188	\$2,461	\$188,649

*Units will be funded by COUNTY funds and program income. If less program income is collected, units will be reduced by an equivalent amount; if more program income is collected, units may be increased by an equivalent amount at the rates established above.

**This number includes up to 1,290 rides which were scheduled, but not provided (no-shows). Contractor may charge the full contract rate for no-show rides, up to the contract limit of 1,290 no-shows.

b. CONTRACTOR agrees to provide the above services consistent and in compliance with the COUNTY'S service definitions and priorities, policies, procedures, and contract conditions, and with the specifications and evaluation criteria contained in the Request for Proposal and Contract Renewal Package, incorporated herein by this reference.

c. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service throughout the contract period.

d. CONTRACTOR shall ensure that for aging services, elderly persons or others on their behalf, have a right to request information and service; that a determination of service eligibility be conducted, that persons be advised of the decision and have an opportunity to request and receive a fair hearing.

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

f. CONTRACTOR shall transfer existing client load to this contract to ensure continuity of service.

g. CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract.

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

2. Consideration

a. CONTRACTOR shall be reimbursed on a fee-for-service basis according to the schedule set forth on page 1 and summarized on Attachment A, Budget Summary, incorporated herein by this reference. Any costs incurred by CONTRACTOR over and above the agreed sum shall be at the sole risk and expense of CONTRACTOR.

b. CONTRACTOR shall provide a minimum of \$-0- to match funding provided under this contract. This can be provided as cash, in-kind, or a combination.

c. Upon written request from CONTRACTOR, an advance may be made to cover the cost of CONTRACTOR'S initial expenses for operation, up to 30 days of the contract funding amount, not to exceed \$0. An additional advance up to 15 days of the contract funding amount may be made upon receipt and COUNTY approval of a spending plan showing unusual operating expenses. The total advance shall not exceed \$0. Such advances shall be recovered against expenditures in accordance with a schedule established by the COUNTY.

d. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. Such requests are due to COUNTY on or before the close of business on the tenth (10th) working day of each month.

Required program reports, which support payment requests, shall be submitted on or before close of business the tenth (10th) working day of each month.

e. All final requests for payment shall be received within forty-five (45) calendar days following the end of this contract term. Final requests for payment documents not received within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

f. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, or perform or document the performance of contracted services, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. If payment is to be delayed, COUNTY shall inform CONTRACTOR within two (2) working days of the date of the decision to take this action.

g. CONTRACTOR shall not be compensated for work performed under this contract from any other COUNTY, state, or federal division or agency.

h. Expenditures of the CONTRACTOR may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten working days of receipt of formal notification of disallowance of CONTRACTOR expenditures.

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

j. Upon termination, CONTRACTOR agrees to transfer back to COUNTY and/or the State of Oregon any unexpended and unobligated funds and all unexpended and/or nonexpendable personal property purchased with COUNTY funds as directed by COUNTY and/or the State of Oregon. All property purchased with COUNTY funds is the property of COUNTY.

3. Program Reporting Requirements

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

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

c. All final program reports shall be submitted to the COUNTY by the forty-fifth (45th) calendar day following the end of the effective period for that program.

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

4. Operating Hours

CONTRACTOR shall notify COUNTY five (5) working days in advance of any change in operating hours or temporary closure for any reason other than those holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

5. Contract Amendments

This contract, its conditions, statement of work, and budget may be amended by mutual agreement of the parties. Amendments shall only be valid when reduced to writing, approved as required, and signed.

6. Contract Renewal

Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period up through June 30, 1993. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply.

7. Special Conditions

A. CONTRACTOR agrees to provide rides authorized by COUNTY at a cost to the COUNTY of \$2.30 per ride. CONTRACTOR agrees to subsidize additional costs for the rides.

B. CONTRACTOR agrees to work with Aging Services Division, District Center, and Nutrition Project staff through established meetings or special meetings as necessary to identify, negotiate, and implement as feasible changes in policy and procedure which will improve quality and reliability of service delivery.

C. CONTRACTOR agrees to carry out provisions and policies of the Older Americans Act and Aging Services Division, including the collection, accounting, and utilization of client contributions and the Targeting Policy.

D. CONTRACTOR agrees to provide regular training and follow-up for drivers to ensure high quality and reliable service and to ensure that provisions of the Older Americans Act and Aging Services Division policies are actively implemented.

E. CONTRACTOR agrees to provide required billing and service data in a format compatible with the COUNTY'S Management Information System network.

F. CONTRACTOR and COUNTY agree to work together to increase State support and maintain local resources for door-to-door transportation.

PART B. GENERAL CONDITIONS

1. Assignment and Subcontracting

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

2. Authority of Director

CONTRACTOR agrees to recognize the Director of the Aging Services Division as COUNTY'S administrative authority for services provided under this contract.

3. Availability of Funds

Both parties agree that this contract is subject to the availability of federal, state, city, and COUNTY funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. Reduction or termination shall not affect payment for allowable expenses incurred prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued state approval of COUNTY'S work plans and the continued allowability of planned services under state or federal statutes, regulations, or policies.

4. Compliance with Laws

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

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in the Request for Proposal and Contract Renewal Packages and are hereby by this reference incorporated into this contract.

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

5. Confidentiality

All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by COUNTY except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. The COUNTY and its subcontractors shall share information only to the extent necessary to effect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing, however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify particular individuals.

6. Conflict of Interest

CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

7. Fiscal and Audit Requirements

a. CONTRACTOR agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules, and applicable federal rules and regulations, and other records shall be maintained to the extent necessary to clearly reflect any actions taken. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents.

b. In Attachment A, Budget Summary, hereby incorporated into this contract, CONTRACTOR has established a price for each service provided under this contract which is based on cost of providing the service. CONTRACTOR represents and warrants that the prices shown in Attachment A, Budget Summary are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable in relation to costs incurred by CONTRACTOR in providing such services under this contract.

c. CONTRACTOR shall arrange for an annual, agency-wide audit conducted by an independent certified public accountant and carried out within six (6) months from the end of the contract year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year provided the audit period includes at least six (6) months of this contract period. Said audit shall be performed according to federal and state law and rules; if CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. A copy of the audit and accompanying management letter shall be submitted to the COUNTY within two (2) weeks of the date of the audit report. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

8. Grievances

CONTRACTOR must establish a system through which a client or family member may present grievances about the operation of CONTRACTOR'S services. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure. CONTRACTOR shall notify COUNTY of all grievances which it is not able to resolve and shall process the grievances as directed by COUNTY, in accordance with COUNTY grievance procedures.

9. Indemnification

CONTRACTOR agrees to defend, indemnify, and save harmless the COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to the acts or omissions of the CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY and other funding sources, including the State, their agents and employees, against all suits, actions, or proceedings brought against them in connection with the CONTRACTOR'S or CONTRACTOR'S subcontractor's duties under performance of this contract.

COUNTY agrees to defend, indemnify, and save harmless CONTRACTOR and its agents and employees against all liability, losses, and costs arising from actions, suits, claims, or demands attributable or allegedly attributable to the acts or omissions of COUNTY, its employees, agents, or subcontractors. COUNTY further agrees to defend CONTRACTOR, its agents, and employees against all suits, actions, or proceedings brought against CONTRACTOR in connection with COUNTY'S performance of its duties under this contract. This indemnification is subject to the limitations of public body liabilities set forth under the Oregon Constitution and the Oregon Tort Claims Act.

10. Independent Contractor Status

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

11. Insurance, Bonding, and Workers Compensation

a. CONTRACTOR shall obtain, and at all times keep in effect, a Standard Liability Insurance Policy issued by a company authorized to do business in Oregon. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY shall be named as an additional insured on the insurance policy. A certificate of insurance showing current standard comprehensive liability coverage in the stated amounts, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) days prior written notice to COUNTY. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. The limits of CONTRACTOR'S liability insurance shall be subject to statutory change as to maximum limits of liability imposed upon municipalities of the State of Oregon during the terms of this contract.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction with limits at fair market value at time of receipt or purchase by CONTRACTOR.

e. CONTRACTOR shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) covering activities of all persons having custody of funds. The bond amount will be not less than the amount of payment advanced or payable monthly (whichever is higher) by the COUNTY. A certificate evidencing the existence of the bond shall be furnished within thirty (30) days of contract approval.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Out-of-state employers must provide Oregon Workers Compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. A certificate showing current Workers Compensation insurance, or a copy thereof, is attached to this contract and is incorporated herein as part of this contract.

g. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage at a minimum for the amounts set forth in ORS Chapter 30.

12. Integration

The contract contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

13. Litigation

a. In cases of litigation arising out of this contract, the prevailing party shall be entitled to reasonable attorney's fees. Public bodies may be exempt from this provision provided each party agrees to bear its own legal costs in the event of litigation arising out of this contract.

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

14. Monitoring

a. COUNTY is responsible for services provided by CONTRACTOR to ensure that all services conform to state and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility.

b. COUNTY is responsible for monitoring CONTRACTOR'S financial contract compliance and fiscal performance under this contract and shall take all appropriate management and legal action necessary to pursue this responsibility. CONTRACTOR shall abide by such financial procedures as may be specified in writing by COUNTY, under the Single Audit Act of 1984 and funding source contracts. Recovery of funds shall be made as prescribed in this contract in the event of unauthorized expenditures, nonperformance of contract conditions, excess payments, payment withholding, or contract termination. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering invalid payments.

c. CONTRACTOR shall provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and meetings with any staff

directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance.

15. Nondiscrimination

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes, rules, and regulations.

16. Ownership of Work Product

All work products of CONTRACTOR which are specifically purchased through this contract are the exclusive property of COUNTY and upon termination of this contract shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service. Work products include books, documents, papers, audits, and records of the CONTRACTOR which are directly pertinent to this contract.

17. Request for Proposal

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR.

18. Severability

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

19. Termination

a. Violation of any of the rules, procedures, attachments, or terms of this contract shall, at the option of either party, be cause for termination of this contract, and unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding or reduction of funds. Waiver by either party of any violation of this contract shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this contract.

b. This contract may be terminated by either party by thirty (30) days written notice to the other party.

c. Immediate termination by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.

2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, or if CONTRACTOR fails to continue to provide services for the entire contract period.

3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) If the contract between COUNTY and any funding source for provision of aging services is terminated in whole or in part by the funding source for any reason.

5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.

6) Upon evidence of improper or illegal use of funds provided under this contract.

7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

d. COUNTY may require that all expenditures be suspended upon delivery of a notice to terminate the contract, and any additional expenditures must have prior approval by COUNTY. Unless contract obligations are suspended, 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 contract. All unexpended money, property, and finished or unfinished documents, data, studies, and reports purchased or prepared by CONTRACTOR under this contract shall be returned to the COUNTY within 60 days of written notice of termination.

Notwithstanding the above, CONTRACTOR shall not be relieved of its liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this contract by CONTRACTOR. COUNTY may withhold any reimbursement to CONTRACTOR for the purpose of compensation for damages until such time as the exact damages due to COUNTY from CONTRACTOR are agreed upon or otherwise determined.

e. Termination under any provision of this section shall not affect any right, obligations, or liability of CONTRACTOR or COUNTY which accrued prior to such termination.

PART C. GENERAL CONDITIONS: AGING SERVICES

1. Advisory Committee

CONTRACTOR shall support an Advisory Committee which meets at least bi-monthly and which meets the following criteria:

a. The membership shall be broadly representative of the elderly population and should include representatives of: both sexes; major ethnic groups; professional, business, labor, government, education, volunteer, and civic groups; and clients.

b. Persons age 60 and older shall make up more than fifty percent (50%) of the Advisory Committee membership.

c. Members shall serve without pay and accrue no financial benefit as a result of membership on the Advisory Committee. This does not preclude reimbursement for costs incurred.

d. The Advisory Committee shall have written by-laws which shall include the responsibility to: 1) advise CONTRACTOR regarding policies, programs, and actions affecting the delivery of services under this contract, and 2) review and comment on policies, programs, and actions of other agencies which affect older people.

CONTRACTOR shall maintain a file of all minutes of Advisory Committee meetings and make that file accessible upon request of the COUNTY.

2. Client Services

Where services are authorized by case managers, CONTRACTOR agrees to serve all clients referred for appropriate services, within constraints of funding causing waiting lists. If the safety of the CONTRACTOR or its employees is threatened or if the CONTRACTOR or its employees are subjected to discrimination, including sexual harassment, or other violation of law by a client, CONTRACTOR shall try to resolve the situation in consultation with the case manager. If the situation is not resolved, CONTRACTOR shall notify COUNTY for further action.

3. Contract Between State and County

CONTRACTOR agrees that it is bound by all applicable terms and provisions which bind COUNTY in that certain contract between the State of Oregon Senior and Disabled Services Division and COUNTY, which provides funding for this contract.

4. Contractor Publicity

a. CONTRACTOR shall reference Multnomah County Aging Services Division as a funding source in all flyers and brochures that advertise the contracted services program. COUNTY reserves the right to approve the language used to reference Multnomah County.

b. Where the CONTRACTOR plans to use COUNTY contracted services to solicit donations and/or contributions from the public to support programs for the elderly, the CONTRACTOR shall fully disclose to the COUNTY the amount of those funds received and their planned uses. The COUNTY shall include these amounts in calculating unit costs and cost effectiveness.

5. Contributions

a. CONTRACTOR shall establish a system of informing clients of the opportunity to make a contribution toward the cost of services received. The system shall explain the contributions policy to each client, ensure the privacy of the contribution, and establish appropriate accounting controls. All such contributions shall be retained and used by CONTRACTOR to extend services to eligible clients in accordance with Aging Services Division policy, subject to COUNTY'S continuing approval. CONTRACTOR shall assure that the provision of service to an older person is not made dependent upon a contribution.

b. CONTRACTORS delivering sliding fee scale services shall, instead, use the fee scale provided by COUNTY to notify clients of the fee assessed for service based on their net income and shall establish appropriate collection, follow-up, and accounting mechanisms.

6. Cooperative Planning Requirements

CONTRACTOR recognizes that planning with COUNTY, state, and local agencies is essential to the success of a coordinated service delivery system. CONTRACTOR agrees to attend and participate in all meetings and planning efforts instigated by COUNTY, including coordination with Aging Services Division's Long Term Care Branches and program, and to provide all data which may be required by COUNTY and state programmatic goals. CONTRACTOR representatives at COUNTY'S monthly "Contractors Meeting" shall have the responsibility and authority to update the COUNTY on CONTRACTOR'S activities that have an impact on the aging services system.

7. Copyright and Patent Infringement

CONTRACTOR agrees that the U.S. Department of Health and Human Services and the State of Oregon will receive a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to do so, all instructions, files, and documents relevant to information developed in whole or in part from funding derived from this contract.

8. Private, Proprietary Provider Approval

CONTRACTOR, if a private proprietary provider and receiving funds under the Older Americans Act, acknowledges that this contract must be approved by the State Senior and Disabled Services Division before this contract is effective.

9. Retention of Records

a. All financial records, including but not limited to books, invoices, statistical records, and supporting documents pertinent to this contract, shall be retained for three (3) years from the date of expiration or termination of this contract. If, however, any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. CONTRACTOR shall retain client service files and records for a period of five (5) years.

c. Records involving matters in litigation shall be kept no less than one year after final resolution, which includes all appeals.

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

MULTNOMAH COUNTY

TRI-METROPOLITAN TRANSIT DISTRICT OF OREGON

BY June J. Ahernann 7/30/92
Aging Services Division Date
Program Manager

BY _____
Agency Executive Director Date

BY James R. Conwell 7-30-92
Aging Services Division Date
Director

BY Gladys McCoy 8/20/92
Gladys McCoy, Date
Multnomah County Chair

REVIEWED:
LAURENCE KRESSEL
County Counsel for
Multnomah County, Oregon

BY [Signature] 8-10-92
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

BUDGET SUMMARY

FILE NAME: BUDSUM
 CONTRACTOR: TRI-MET (TRI-COUNTY METROPOLITAN TRANSIT DISTRICT OF OREGON)
 FISCAL YEAR: FY92/93
 MOD #
 DATE: JUNE 23, 1992 (REVISED)

SERVICE	UNITS	CLIENTS	ASD FUNDING				(5) CONTRACT RATE	(6) AGENCY CASH	(7) AGENCY INKIND	(8) TOTAL AGENCY	(9) AG. SHARE PER UNIT	(10) TOTAL FUNDS	(11) UNIT COST
			(1) ASD FUNDS	(2) PROGRAM INCOME	(3) USDA	(4) SUBTOTAL ASD							
1-WAY RIDE **	83,105	1,000	186,188	2,461		188,649	2.27	333,000	0	333,000	4.01	521,649.00	6.28
TOTAL			186,188	2,461	\$0.00	188,649		333,000	0	333,000		\$521,649.00	

** THIS FIGURE INCLUDES UP TO 1,290 RIDES WHICH WERE SCHEDULED, BUT NOT PROVIDED (NO SHOWS).

PROOF OF INSURANCE COVERAGE

Instructions: Attach copies of the agency's/program's coverage for liability insurance, bonding, and workers compensation. The documents should show type and amount of coverage, agent/insurance company, and effective period. This information is often summarized on one or two pages.

DECLARATION OF SELF-INSURANCE

Tri-Met is self-insured for public liability for the minimum of the amounts set forth in ORS Chapter 30.

KEVIN E. MCDONALD
DIRECTOR
LEGAL SERVICES

Meeting Date: AUG 20 1992

Agenda No.: C-4

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ratification of amendment to revenue contract with Portland Public Schools

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

DEPARTMENT Social Services DIVISION Juvenile Justice

CONTACT Christine White TELEPHONE 248-3460

PERSON(S) MAKING PRESENTATION Hal Ogburn/Dwayne McNannay

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):

Reduces revenue for Project Paradigm by \$450 to correct calculation error in original contract.

*8/20/92 ORIGINALS TO
DWAYNE MCNANNAY*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 13 PM 3:05

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

Or

DEPARTMENT MANAGER Gary Nakas (cc)

(All accompanying documents must have required signatures)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy, Chair
Multnomah County Board of Commissioners

VIA: Dr. Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM:  Harold Ogburn, Director
Juvenile Justice Division

DATE: July 28, 1992

RE: Amendment to Intergovernmental Agreement between Portland Public
Schools and Juvenile Justice Division.

RECOMMENDATION: The Juvenile Justice Division (JJD) recommends the Chair's approval of an amendment to an Intergovernmental Agreement between Portland Public Schools (PPS) and the JJD that supports a drug and alcohol counselor for PPS's Project Paradigm.

BACKGROUND/ANALYSIS: Project Paradigm is a federally funded program in its second year of operation through the Portland Public School District. The JJD, under the terms of this agreement, supports the project with one dedicated Juvenile Court Counselor to act as a member of this service team. The Counselor is responsible for working with all clients referred through PPS on drug and alcohol violations.

This amendment decreases the overall dollar amount available to the JJD for the second year of the federal grant allocation by \$450. An error was made in the calculation of the total dollars available for this project across the two years, thus an additional amendment is required to change the total dollars available.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 103772

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-4</u> DATE <u>8/20/92</u></p> <p style="text-align: center;">DEB BOGSTAD BOARD CLERK</p>
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Department Social Services Division Juvenile Justice Date 24 July 1992

Contract Originator Dwayne McNanny Phone 248 3460 Bldg/Room 311/JJD

Administrative Contact Christine White Phone 248 3460 Bldg/Room 311/JJD

Description of Contract Amendment to an Intergovernmental Agreement between Portland Public Schools and the JJD. This agreement supports the addition of one Juvenile Court Counselor to the PPS Project Paradigm. This amendment decreases the total dollars available by \$450.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Portland Public Schools

Mailing Address 601 N Dixon
Portland, OR 97227-1871

Phone 503 280 5840 x279

Employer ID# or SS# 93 6000830

Effective Date July 1, 1992 upon execution

Termination Date June 30, 1993

Original Contract Amount \$ 29,419

Total Amount of Previous Amendments \$ 14,940

Amount of Amendment \$ -450

Total Amount of Agreement \$ 43,909

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 Gary Nakao (ac)

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 8-3-92

Date _____

Date 8-13-92

Date 8/20/92

Date _____

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG REV	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	010	2530					2107	PPJ Paradigm	(-450.00)	
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

MULTNOMAH COUNTY DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
CONTRACT #103772, AMENDMENT #2

TERM OF AMENDMENT: upon execution TO: June 30, 1993
CONTRACTOR NAME: Portland Public School District #1 PHONE: (503)280-5840
CONTRACTOR ADDRESS: 601 N. Dixon IRS NO.: 93-6000830
Portland, OR 97227

This amendment is to that certain agreement dated July 1, 1991, between the Multnomah County Juvenile Justice Division, referred to as the "COUNTY", and Portland Public School District #1, referred to as "DISTRICT". It is understood by both parties that all conditions and agreements in the original contract not superseded by the language of this amendment are still in force and apply to this amendment.

DISTRICT RESPONSIBILITIES (p.2):

Section 1. DISTRICT agrees to pay COUNTY \$43,909 for performance of those services provided hereunder. In no event shall the total agreement exceed \$43,909.

PART II AMENDMENT NARRATIVE:

This amendment decreases the total dollars payable to COUNTY by \$450 during the second phase of federal grant allocation monies to DISTRICT. An error was made in the calculation of total dollars available.

All service components and other requirements are maintained as in the original contract.

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

By: [Signature]
Deputy Clerk George A. Collins

By: [Signature]
Gladys McCoy, Chair
Multnomah County Board of Commissioners

Date: July 22, 1992

Date: 8/20/92

By: [Signature]
Division Director

Date: 7/30/92

APPROVED AS TO FORM:

[Signature]
Cynthia Anthony
Portland School Dist. No. 1

By: [Signature]
Program Manager

Date: 7/28/92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: [Signature]
Assistant County Counsel

Date: 8-13-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-4 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: AUG 20 1992

Agenda Number: C-5

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of a Revenue Intergovernmental Agreement with the City of Portland

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

Department: Social Services Division: Social Services

Contact: Kathy Tinkle Telephone: 248-3691

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

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes

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

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

Ratification of a Revenue Intergovernmental Agreement between the City of Portland and the Multnomah County Social Services Division's Youth Program Office effective July 1, 1992 through June 30, 1993. The City of Portland will provide \$91,000 in funding to provide emergency shelter services for homeless youth. The County will contract with Janis Youth Programs, Inc. for these services.

8/26/92 ORIGINALS TO KATHY TINKLE

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 PM 3:05
MULTNOMAH COUNTY
OREGON

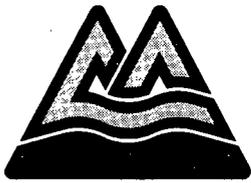
Signatures

Elected Official _____

OR

Department Director Gary Nakao (cc)

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

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

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

M E M O R A N D U M

TO: Gladys McCoy
Multnomah County Chair

VIA: Gary Nakao, Director *Gary Nakao (cc)*
Department of Social Services

FROM: Gary *Smith* Director
Social Services Division

DATE: July 28, 1992

SUBJECT: Approval of an Intergovernmental Agreement with the City of Portland

RETROACTIVE STATUS: This agreement is retroactive to July 1, 1992. It was not received by Multnomah County Social Services Division for processing until mid July.

RECOMMENDATION: Social Services Division recommends Chair and Board approval of the attached revenue agreement between the Youth Program Office and the City of Portland-Bureau of Community Development effective July 1, 1992 through June 30, 1993.

ANALYSIS/BACKGROUND: This agreement renews the City's obligation to help fund emergency shelter and related services to homeless youth. The City of Portland is allocating \$91,000 from the Housing and Community Development for this purpose. The United Way also contributes funding to this project. The Youth Program Office has subcontracted the funding to Janis Youth Programs. The City's contribution of \$79,000 from this agreement was anticipated and is included in the program budget; the additional \$12,000 will be adjusted in a bud mod.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 102963
Amendment # _____

<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-5</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
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Department Social Services Division Social Services Date July 22, 1992

Contract Originator _____ Phone _____ Bldg/Room _____

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

Description of Contract An agreement wherein the City of Portland will provide \$91,000 in funding for emergency shelter services for homeless youth effective July 1, 1992 through June 30, 1993. The County contracts with Janis Youth Programs, Inc. for these services.

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

ORS/AR # _____ Contractor is MBE WBE QRF

<p>Contractor Name <u>CITY OF PORTLAND - BUREAU OF COMMUNITY DEVELOPMENT</u></p> <p>Mailing Address <u>808 SW 3rd, Room 600</u> ATTN: <u>Barbara Madigan</u></p> <p><u>Portland, OR 97204</u></p> <p>Phone <u>796-5166</u></p> <p>Employer ID# or SS# <u>N/A</u></p> <p>Effective Date <u>July 1, 1992</u></p> <p>Termination Date <u>June 30, 1993</u></p> <p>Original Contract Amount \$ _____</p> <p>Total Amount of Previous Amendments \$ _____</p> <p>Amount of Amendment \$ _____</p> <p>Total Amount of Agreement \$ <u>91,000</u></p>	<p>Remittance Address _____</p> <p>(If Different)</p> <p>Payment Schedule _____ Terms _____</p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Requirements contract - Requisition required.</p> <p>Purchase Order No. _____</p> <p><input type="checkbox"/> Requirements Not to Exceed \$ _____</p>
--	--

REQUIRED SIGNATURES:

Department Manager Dary Nakas (ac)

Purchasing Director _____

County Counsel [Signature]

County Chair / Sheriff _____

Contract Administration _____

Encumber: Yes No

Date 8-3-92

Date _____

Date 8-13-92

Date 8/30/92

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	1505						Revenue-2100	91,000	
02.											
03.											

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

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) to provide the Emergency Shelter for Homeless Youth.

RECITALS:

1. There is a need to provide emergency shelter and related services to homeless youth in the Portland area.
2. Several public and private agencies are committed to working together to provide this service to this needy population.
3. Multnomah County has been designated as the public agency to provide youth services in the Portland area.
4. The County has conducted a bidding process and selected an agency to provide the Emergency Shelter for Homeless Youth Program.
5. Funding is being provided by the County, the City, United Way and several private funders.
6. The City has committed in the FY 92-93 approved budget \$91,000 in the Housing and Community Development Fund for the Youth Shelter.
7. The City now desires to enter into a formal agreement with the County in the amount of \$91,000 so that the County can proceed with this program without delay.

AGREED:

I. Scope of Services

The County will provide the services described below relative to the Emergency Shelter for Homeless Youth Program.

- A. The County will enter into an agreement with the successful bidder on the program to provide the Emergency Shelter for Homeless Youth Program.
- B. The County will be responsible for implementing the contract and for coordinating contract management.
- C. The shelter will operate seven days a week, 365 days a year, and will provide services to approximately 450 youth (unduplicated).
 1. Two meals per day to youth staying at the shelter.
 2. Provide hygiene, recreation and referral services to youth staying at the shelter.
 3. Youth served shall not exceed twenty-one years of

age. Youth Shelter staff shall check for run reports on all non-case managed youth under eighteen years of age with the Juvenile Court. Youth with run reports shall not be sheltered at the shelter.

4. Youth must have a client relationship with a case manager outside the shelter and must identify a plan for leaving street life and demonstrate steps toward accomplishing that plan in cooperation with their assigned case manager.
- D. The County will monitor the program to ensure that the program is being provided in a timely and satisfactory manner within the contract terms negotiated between the County and the providing agency.
- E. Based upon expenditure statements submitted by the agency, the County will charge program operating costs to the City not to exceed a total of \$91,000 based upon a projected budget attached hereto as Attachment A.
- F. The County will not charge the City an administrative or overhead cost for administering this program. The program is a responsibility of the County with the City providing funding to enable its successful outcome.
- G. The County will provide quarterly reports on the status to the Bureau of Community Development including at a minimum: number of clients (unduplicated) served; number of shelter nights; and racial data.
- H. The City, through the Bureau of Community Development, will provide technical assistance through monitoring and/or upon request of the County.
- I. Any publicity on the program will mention the City's participation through the Bureau of Community Development Housing and Community Development Program.

II. Compensation and Method of Payment

The County will be compensated by the City for operating costs of the Emergency Shelter for Homeless Youth Program through the Housing and Community Development Program. Payments to the County for eligible expenses will be made monthly upon submission of a statement of expenditures based on the request for payment from the providing agency and the agency's monthly reports. Detailed information on how the funding is expended is to be submitted by the County with the request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services, and any other costs directly related to providing the program incurred by the providing agency as indicated on the attached budget. Total

compensation under this agreement shall not exceed NINETY ONE THOUSAND DOLLARS (\$91,000).

III. Project Manager

- A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Community Development.
- B. The Project Manager is authorized to approve work and billings hereunder, to give notes referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

IV. Reporting Requirements

In addition to the quarterly report, the County will prepare a final year end report summarizing the information on the quarterly reports, total number of youth served and ethnic/racial data, a narrative on the program and the results of the program and a few narratives on individual clients served.

V. Maintenance of Records

The County is to maintain fiscal and billing related records as required under General Contract Provisions. In addition, the County also is to maintain all records relating to the shelter program including logs and client information on the same schedule as the fiscal reports. All records regarding the program, as well as general organizational and administrative information, will be made available to the City Project Manager or other designated persons upon request. At a minimum, records will be reviewed as part of the annual monitoring process.

VI. Schedule and Performance Measures

In addition to providing 365 nights of shelter for up to 30 youth per night, the County will track numbers of youth transitioning out of the shelter into a more stable life style. The following performance measures are guidelines for assessing the effectiveness of the shelter program in assisting youth to access programs.

Number of youth entering transitional housing programs
- 45

Number of youth in case management programs - 324

Number of youth in Job Corps - 75

Number of youth receiving Alcohol/Drug assessments -
100

Percentage of youth who use the shelter who enter case management, jobs, and housing programs - 60%.

VII. GENERAL CONTRACT PROVISIONS

- A. **TERMINATION FOR CAUSE.** In accordance with 24 CFR 85.43, if, through any cause, the County shall fail to fulfill in timely and proper manner his/her obligations under this Contract, or if the County shall violate any of the covenants, agreements, or stipulations of this Contract, the City may avail itself of such remedies as cited in 24 CFR 85.43 by giving written notice to the County of such action and specifying the effective date thereof at least 30 days before the effective date of such action. In such event, all finished or unfinished documents, data, studies, and reports prepared by the County under this Contract shall, at the option of the City, become the property of the City and the County shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the County shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the County, and the City may withhold any payments to the County for the purpose of setoff until such time as the exact amount of damages due the City from the County is determined.

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

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

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

In the event of breach of this contract by the City, then the County's remedy shall be limited to termination of the contract and receipt of payment as provided in section B hereof.

In the event of termination under Section A, the City shall provide the County an opportunity for an administrative appeal.

- D. CHANGES. The City or County may, from time to time, request changes in writing in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this contract. Minor changes to the scope of work, budget line items, timing, reporting, or performance measures may be approved by the Project Manager.

Significant changes to the scope of work, performance measures, or compensation, unless the total contract after amendment is less than \$10,000, must be approved by ordinance of the City Council. Compensation changes in which the total contract is less than \$10,000 may be approved by the Bureau Director.

- E. NON-DISCRIMINATION. During the performance of this Contract, the County agrees as follows:

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

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

135).

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

H. MAINTENANCE OF RECORDS. The County shall maintain fiscal records on a current basis to support its billings to the City. The County shall retain fiscal as well as all records relating to program and client eligibility for inspection, audit, and copying for 3 years from the date of completion or termination of this contract. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work here under.

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

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

J. INDEMNIFICATION. The County 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 County's work or any subcontractor's work under this contract.

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

L. WORKERS' COMPENSATION INSURANCE.

(a) The County, its subcontracts, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' compensation law

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

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

(c) The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent County prior to commencing work under this Agreement. Questionnaire is attached to this Agreement as Exhibit 'B' and shall remain attached to this Agreement and become a part thereof as if fully copied herein. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach of this Agreement. In the event of breach pursuant to this subsection, City may terminate the agreement immediately and the notice requirement contained in subsection (C), EARLY TERMINATION OF AGREEMENT, hereof shall not apply.

- M. SUBCONTRACTING AND ASSIGNMENT. The County shall not sub-contract its work under this contract, 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 contract. 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 sub-contractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City.

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

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

The County and its subcontractors and employees are not employees of 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.

- O. CONFLICTS OF INTEREST. 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.

No board of director member or employee of the County, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect, in this contract or the proceeds.

No City Officer or employees who participated in the award of this contract shall be employed by the County during the contract.

On CDBG-funded projects, the County shall further comply with the conflict of interest provisions cited in 24 CFR 570.611.

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

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

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

- R. AVAILABILITY OF FUNDS. It is understood by all parties to this contract that the funds used to pay for services provided herein are provided to the City

through a grant from the U.S. Department of Housing and Urban Development. In the event that funding is reduced, recaptured, or otherwise made unavailable to the City as a result of federal action, the City reserves the right to terminate the contract as provided under Section B hereof, or change the scope of services as provided under Section D hereof.

- S. PROGRAM INCOME/PERSONAL PROPERTY. For Community Development Block Grant-funded projects, the County shall comply with provisions of 24 CFR 570.504 regarding program income. Program income shall be retained by the County provided that it shall be used only for those activities identified in the Scope of Work, and shall be subject to all provisions of this contract.

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

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

- U. MONITORING. The City through the Bureau of Community Development shall monitor at least once each year that portion of the County's project funded with Community Development Block Grant or Emergency Shelter Grant funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

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

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

- X. PROGRAM ACCESS BY THE DISABLED. The County shall, to

the maximum feasible extent, follow the Bureau of Community Development's guidelines on ensuring interested persons can reasonably obtain information about, and access to, HUD-funded activities.

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

- AA. PUBLICITY. Publicity regarding the project shall note participation of the City through the Bureau of Community Development.

- BB. LOBBYING. No Federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

VIII. Period of Agreement

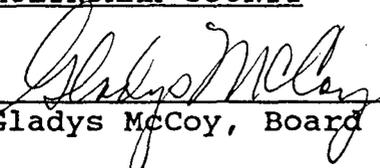
The terms of this Agreement shall be effective as of July 1, 1992 and shall remain in effect during any period the County has control over Federal funds, including program income. Work by the County shall terminate as of June 30, 1993.

Dated this _____ day of _____, 1992.

CITY OF PORTLAND

MULTNOMAH COUNTY

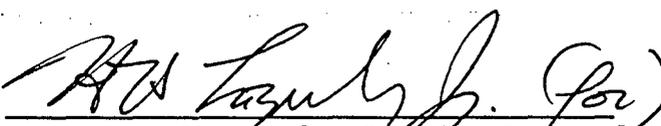
Commissioner Gretchen Kafoury



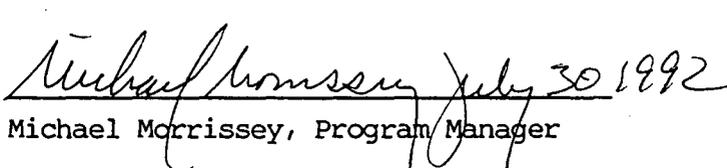
Gladys McCoy, Board Chair

APPROVED AS TO FORM:

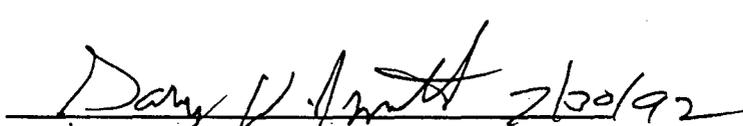
Jeffrey L. Rogers, City Attorney



Laurence Kressel, County Counsel



Michael Morrissey, Program Manager



Gary Smith, Director
Social Services Division

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-5 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

MULTNOMAH COUNTY
JANIS YOUTH PROGRAMS, INCORPORATED

FY 1992-93 BUDGET

Salaries	\$103,009
Taxes	11,945
Benefits	12,297
Supplies	1,772
Telephone	1,585
Postage	274
Occupancy	26,584
Insurance	3,693
Equipment	612
Printing	441
Travel	347
Training	705
Food	9,267
Other	3,031
Capital & Start-up Costs	<u>12,000</u>

Total Youth Shelter Expenses \$187,563

City funding can reimburse the above line items, not to exceed a total of \$91,000.

Meeting Date: AUG 20 1992

Agenda Number: C-60

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Clackamas County Health Department

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Board ratification of Intergovernmental Agreement with Clackamas County Health Department. The agreement is being amended to change the compensation basis from a per enrollee basis to a percentage of total client months basis. The change is necessary because the number of enrollees is far less than was expected when the original contract was executed. Multnomah county will be paid for providing telephone triage for Clackamas County Health Department 's (PCO) clients.

8/20/92 ORIGINALS TO HERMAN BRAME

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 PM 3:05
MULTNOMAH COUNTY
OREGON

Signatures

Elected Official _____

OR

Department Director Bill Odgaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Bill Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager, Health Department

DATE: July 27, 1992 Tom

SUBJECT: Amendment to Intergovernmental Agreement with Clackamas County Health Department.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this amendment to an intergovernmental agreement with Clackamas County Health Department for the period upon execution to and including December 31, 1992.

Analysis: Clackamas County's Health Department is a Physician Care Organization (PCO), and is provided telephone triage services by Multnomah County. This amendment will change the compensation from a \$2.00 per enrollee basis to a percentage of total client months basis. This number of enrollments has been too low to make it feasible to base the compensation on the number of enrollees.

Background: The original agreement was executed January 30, 1992.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 104092

MULTNOMAH COUNTY OREGON

Amendment # 1

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-6</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Amendment to triage agreement changing the compensation portion of the agreement. Payments to county will be based upon percentage of total client months represented by Contractor enrollment.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Clackamas County Health Department

Mailing Address 1425 Kaen Rd.
Oregon City, Oregon 97045

Phone 655-8471

Employer ID # or SS # N/A

Effective Date Upon Execution

Termination Date December 31, 1992

Original Contract Amount \$ Requirements

Amount of Amendment \$ N/A

Total Amount of Agreement \$ Requirements

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ _____

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager [Signature]

Date 7/29/92

Purchasing Director (Class II Contracts Only) _____

Date _____

County Counsel [Signature]

Date 8-13-92

County Chair/Sheriff [Signature]

Date 8/20/92

VENDOR CODE			VENDOR NAME							TOTAL AMOUNT	\$
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0712 0910					0360	Revenue 4099	Requirments	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

AMENDMENT NO 1 TO
MULTNOMAH COUNTY AGREEMENT

THIS AMENDMENT TO AGREEMENT made and entered into as of the ___ day
of _____, 1992, by and between MULTNOMAH COUNTY, (hereinafter "COUNTY"),
and CLACKAMAS COUNTY, (hereinafter "CONTRACTOR").

W I T N E S S E T H:

WHEREAS, the COUNTY and CONTRACTOR are parties to a certain Agreement
dated January 30, 1992, entitled Triage Agreement (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 3.A.1. Compensation to read:

Payments to provider are based on percentage of total client months
represented by CONTRACTOR enrollment (i.e., the number of enrolled clients for
CONTRACTOR divided by the number of enrolled clients for Multicare). Charges
for any unusual or special services beyond the normal for Multicare triage
will be paid by CONTRACTOR. These payment terms are effective September 1,
1992.

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

RECEIVER:
CLACKAMAS COUNTY
Chair: Ed Lindquist
Commissioner: Judie Hammerstad
Commissioner: Darlene Hooley

Signing on Behalf of the Board

By: _____
Jono Hildner, Administrator
Department of Human Services

Date: _____

MULTNOMAH COUNTY, OREGON

By: Gladys McCoy
Gladys McCoy, County Chair

Date: 8/20/92

HEALTH DEPARTMENT

Billi Odegaard
Billi Odegaard, Director

Date: 7/29/92

By: Suzanne S. Kalun
Program Manager

Date: 7/29/92

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: Laurence Kressel

Date: 8-13-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-6 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

936002309A2 4965

Meeting Date: AUG 20 1992

Agenda Number: C-7

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Ratification of Revision #1 of Oregon Health Division Grant

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Board ratification of Revision #1 of the Oregon Health Division grant award. The revision represents an \$83,380 decrease in funds awarded to the County for various programs.

*8/20/92 ORIGINALS TO HERMAN
BRAME*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 10 PM 2:01

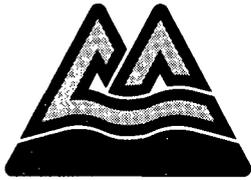
Signatures

Elected Official _____

OR

Department Director Billi Odegaard

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: *Bell* Bill Odgaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager *Tom*

DATE: July 28, 1992

SUBJECT: FY 93 Budget Revision #1 for grant with the Oregon Health Division

Retroactive: The changes included in revision #1 of the Oregon Health Division grant initiated by the state are effective upon the board's ratification of the revision. The county received the revision in July 1992, but the state requires that any changes reflect the entire grant period July 1, 1992 to and including June 30, 1993.

Recommendation: The Health Department recommends County Chair approval and board ratification of the attached revision #1 to the Oregon State Health Division grant to Multnomah County for FY 92/93.

Analysis: The revision provides for revenue adjustments:

HIV Counseling & Testing	(\$279,000)
AIDS Prevention/Education	(53,644)
AIDS Outreach	(90,000)
HIV Prevention Block Grant Program	284,164
Seropositive Wellness	55,100
	<u>(\$ 83,380)</u>

The adjustments make the total grant award \$4,415,866. This change was not anticipated in the adopted budget and a correcting BUD MOD will follow.

Background: The Oregon Health Division grant is subject to revisions during the course of the year. Changes initiated by the state reflect changes in the projections of the level of federal funding received by the state.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200883
Amendment # 1

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>C-7</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> 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 FY 93 grant revision #1 reflecting a decrease in program funding.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Division

Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232

Phone 731-4029

Employer ID# or SS# N/A

Effective Date July 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ 4,499,246

Total Amount of Previous Amendments \$ _____

Amount of Amendment \$ (83,380)

Total Amount of Agreement \$ 4,415,866

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 Billy O'Garra

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 7/29/92

Date _____

Date 8.10.92

Date 8/20/92

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	0600			VAR		VAR		(\$83,380)	
02.											
03.											

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

State of Oregon
 OREGON HEALTH DIVISION
 Department of Human Resources
 NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date <p style="text-align: center;">7/8/92</p> This Action <p style="text-align: center;">REVISION #1</p> 3) Award Period From 07/01/92 Through 06/30/93
---	--

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		360,000	0	360,000
Family Planning		299,488	0	299,488
Central Drug Purchasing		436,536	0	436,536 (d) (e)
MCH		N/A	0	(f)
Perinatal		N/A	0	(a)
Babies First		N/A	0	(a) (b)
WIC		1,093,422	0	1,093,422 (a) (c)
WATER		5,613	0	5,613
TB-Case Management		43,648	0	43,648
HIV Counseling & Testing	JK	279,000	(279,000)	0
Aids Prevention/Education	JK	53,644	(53,644)	0
STD/VD		139,531	0	139,531

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY93 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

- (a) Combined MCH / Perinatal / Babies First is \$ 487,064
- (b) Perinatal must be at least \$88,859
- (c) Babies First! must be at least \$63,836
- (d) Includes community education/outreach of \$13,487 and new teen/high risk services of \$26,975
- (e) Does not include Drug Account of \$57,435
- (f) ADMIN 78,975
 DRUG RES 20,000
 TOTAL -----
 98,975

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

- AIDS Minority Outreach
- "Babies First!"
- Drinking Water Program
- Family Planning Program
- HIV/AIDS Prevention Block Grant
- HIV Care Consortia
- HIV Family Seroprevalence Survey
- HIV Seropositive Wellness Program
- HIV Surveillance Activities in Multnomah County
- Immigration
- Immunization
- Maternal and Child Health/Prenatal
- Refugee Health Program
- Rural Minority Prenatal Project
- School-Based Health Clinics
- SIDS Program
- STD Control Program
- STD Jackson County Assurances
- STD Multnomah County Assurances
- State Support for Public Health
- TB General Case Management and Epidemiology
- TB Outreach
- WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

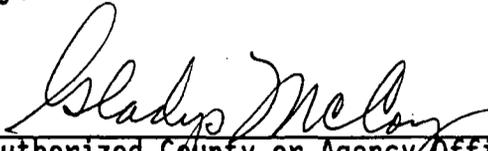
TO BE COMPLETED BY THE HEALTH DIVISION:
Approved by:

TO BE COMPLETED BY THE GRANTEE:
Approved by:

Manager, Community Services

MULTNOMAH County
Local Agency Name

Manager, Fiscal Services

By: 

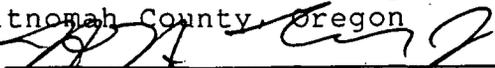
Authorized County or Agency Officer
and Title Gladys McCoy, County Chair

Administrator, Health Division

Date 8/20/92

Date _____

7/2/93

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

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

Date: 8-10-92

State of Oregon
OREGON HEALTH DIVISION
 Department of Human Resources
NOTICE OF GRANT AWARD

1) Grantee Name: Multnomah Co. Community Health Street 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	2) Issue Date 7/8/92 This Action REVISION #1 3) Award Period From 07/01/92 Through 06/30/93
---	--

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
AIDS - Minority Outreach		91,100	0	91,100
AIDS Outreach	jk	90,000	(90,000)	0
AIDS Surveillance		54,090	0	54,090
Seroprevalance		71,403	0	71,403
TB Outreach		63,465	0	63,465
Refugee Screening		479,122	0	479,122
Refugee TB		38,571	0	38,571
Perinatal Substance Abuse		253,551	0	253,551
HIV Care Consortia		108,998	0	108,998
School Based Clinic		51,000	0	51,000
HIV Prevention Block Grant Program	jk	0	284,164	284,164 (g)
Seropositive Wellness	jk	0	55,100	55,100 (h)
TOTAL		4,499,246	(83,380)	4,415,866

5) Remarks:

The amounts cited in item 4 of this award are provisional and are subject to adjustments when the FFY93 appropriation is enacted and Oregon receives its allocation. Any adjustment to these amounts will be reflected in subsequent grant awards.

(g) Includes \$25,500 to Jefferson and \$25,500 to Grant.
 (h) A minimum of \$90,000 will be used for focussed outreach to gay/bisexual men.

6) Capital Outlay Requested in This Action

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$1,000 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV.

OREGON HEALTH DIVISION

The following is a list of the titles of assurances with which grantees must agree to comply if they accept state and federal funds administered by the Oregon Health Division. The detailed assurances are located under these titles in the Resource Manual for Grant Programs provided to each grantee. The Common Program Assurances and Fiscal Assurances are required for all programs; the Program-Specific Assurances are required for individual grant programs. Your signature on this document is evidence that you have read and agreed to comply with the required assurances.

ASSURANCES

Common Program Assurances

Fiscal Assurances

Program Specific Assurances

- AIDS Minority Outreach
- "Babies First!"
- Drinking Water Program
- Family Planning Program
- HIV/AIDS Prevention Block Grant
- HIV Care Consortia
- HIV Family Seroprevalence Survey
- HIV Seropositive Wellness Program
- HIV Surveillance Activities in Multnomah County
- Immigration
- Immunization
- Maternal and Child Health/Prenatal
- Refugee Health Program
- Rural Minority Prenatal Project
- School-Based Health Clinics
- SIDS Program
- STD Control Program
- STD Jackson County Assurances
- STD Multnomah County Assurances
- State Support for Public Health
- TB General Case Management and Epidemiology
- TB Outreach
- WIC Program

The undersigned agrees to comply with the above assurances which are in effect during the time of the grant period.

TO BE COMPLETED BY THE HEALTH DIVISION:

Approved by:

TO BE COMPLETED BY THE GRANTEE:

Approved by:

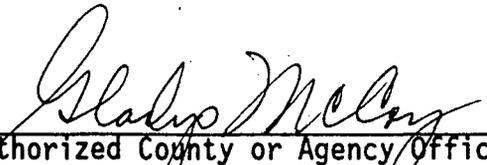
Manager, Community Services

MULTNOMAH COUNTY
Local Agency Name

Manager, Fiscal Services

By:

Administrator, Health Division



Authorized County or Agency Officer
and Title Gladys McCoy, County Chair

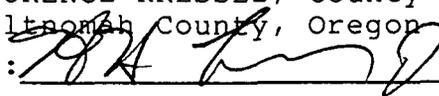
Date _____

Date 8/20/92

7/2/93

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

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-7 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

By: 
Date: 8-10-92

AUG 20 1992

Meeting Date: _____

Agenda Number: C-8

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Agreement with Oregon Dept. of Human Services, Health Division

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: 4274

Person(s) Making Presentation: Tom Fronk/Art Bloom

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

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):

Board ratification of an intergovernmental agreement with the Oregon Department of Human Services, Health Division in which the county will be payed \$200 for each sanitary survey performed on farm labor camp based, public water systems. These payments are extra payments for surveys already scheduled to be conducted in the county. The payments are made possible by funds from the Immigration Reform and Control Act (I.R.C.A.) State Legalization Impact and Assistance Grant.

8/26/92 ORIGINALS TO HERMAN CRAME

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 13 PM 1:34

Signatures

Elected Official _____

OR

Department Director *Billi Oregon*

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

To: Gladys McCoy
County Chair

Via: Billi Odegaard, Director, Health Department *Billi*

From: Tom Fronk, Business Services Manager *Tom*

Date: July 14, 1992

Subject: Agreement with Oregon Department of Human Services, Health Division

Retroactive: The county currently performs sanitary surveys on farm labor camp based, public water systems in Multnomah County. The state has received a grant that will fund payments to the county for the inspections. The county will be paid for surveys conducted during federal fiscal year 1991-92 (October 1, 1991 to September 30, 1992.) The county received the proposed agreement at the beginning of the current fiscal year.

Recommendation: The Health Department recommends County Chair approval and board ratification of this intergovernmental revenue agreement with the Oregon Department of Human Services, Health Division for the period October 1, 1991 to and including September 30, 1992.

Analysis: As a result of the Immigration Reform and Control Act (I.R.C.A.) State Legalization Impact and Assistance Grant (S.L.I.A.G.) the state has funds available to pay the county \$200 for each sanitary survey on farm labor camp based, public water systems. These payments are extra payments for surveys already scheduled to be conducted by the county.

Background: The county routinely inspects public water systems throughout Multnomah County.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 299992
Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>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-8</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	---

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Sanitary surveys on farm labor camp based, public water systems.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Human Services
Health Division
 Mailing Address 800 N.E. Oregon St. #21
Portland, Oregon 97232

Phone 731-4030

Employer ID # or SS # N/A

Effective Date October 1, 1991

Termination Date September 30, 1992

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Payment Term

Lump Sum \$ _____

Monthly \$ _____

Other \$ 200 per survey

Requirements contract - Requisition required.

Purchase Order No. _____

Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager Billi Degeard

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 7-16-92

Date _____

Date 8-10-92

Date 8/20/92

VENDOR CODE			VENDOR NAME					TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	0232	0232			4900				Requirements	
02.		015									
03.											

INSTRUCTIONS ON REVERSE SIDE

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

Oregon Health Division
Drinking Water Section

Farm Labor Camp Agreement
(10/1/91 to 9/30/92)

This is to serve as an agreement between the Oregon Health Division and a contract county to allow the county to collect additional reimbursement for sanitary surveys of public water systems located at migrant labor camps. The additional payments are from the "State Legalization Impact Assistance Grant" funds.

Assurance: The contract county agrees that the reimbursement amount of \$200 per sanitary survey is contingent upon the following conditions:

1. Completing this agreement and sending it to OSHD/Drinking Water Section for approval.
2. Submitting adequate documentation for each sanitary survey or survey-related visit with the invoice.
3. Maintaining compliance with the Drinking Water Systems Grant Assurances

FFY 1991-92 Activities:

_____ # Sanitary Surveys

Signature:

Billi Odgaard
County Public Health Administrator
Billi Odgaard, Director, Health Department

Gladys McCoy
County
Gladys McCoy, Multnomah County Chair

8/20/92
Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By: [Signature]

Date: 8-20-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-8 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: AUG 20 1992

Agenda Number: C-9

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM

(For Non-Budgetary Items)

Subject: Ratification of Intergovernmental Agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of agreement with Oregon Department of Human Resources, Office of Medical Assistance Programs for the reimbursement of HIV Targeted Case Management Program services provided by the county retroactive to May 1, 1992. Upon receipt of valid electronic claims from county the state agrees to pay county at current medicaid rates for services provided.

8/20/92 ORIGINALS TO HERMAN BRAME

Signatures

Elected Official _____

OR

Department Director *Belli Odgaard*

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 10 PM 2:00

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

TO: Gladys McCoy
County Chair

VIA: Billi Odegaard, Director, Health Department

FROM: Tom Fronk, Business Services Manager *Tom*

DATE: July 22, 1992

SUBJECT: Agreement with State for "HIV Targeted Case Management"

Retroactive: The Oregon Department of Human Resources, Office of Medical Assistance Programs notified the County in July 1992 that the state desires to enter into an agreement that would reimburse the county for services provided by the county under the (Human Immune Virus) HIV Targeted Case Management Program retroactive to May 1, 1992.

Recommendation: The Health Department recommends County Chair approval and Board ratification of this inter-governmental agreement with the state for the period May 1, 1992 to and including June 30, 1993.

Analysis: The county provides HIV services to medical assistance eligible clients and this agreement ensures that the services are documented, processed and paid appropriately through the county's electronic billing system. Within 60 days of executing the agreement the state will promulgate rules describing what HIV Targeted Case Management Program services are eligible for reimbursement. Upon receipt of valid electronic claims from county the state agrees to pay county at current medicaid rates for services provided.

Background: The Oregon Department of Human Resources, Office of Medical Assistance Programs operates a Medical Management Information System that the county has used in the past for payment of claims for other services provided by the county.



CONTRACT APPROVAL FORM
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200923

Amendment # _____

<p>CLASS I</p> <p><input type="checkbox"/> Professional Services under \$10,000</p>	<p>CLASS II</p> <p><input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCR 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-9</u> DATE <u>8/20/92</u> DEB BOGSTAD BOARD CLERK</p>
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Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Reimbursement of HIV Targeted Case Management Program Services

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Department of Human Resources
Office of Medical Assistance Programs

Mailing Address 203 Public Service Bldg.
Salem, Oregon 97310

Phone 378-2263

Employer ID # or SS # _____

Effective Date May 1, 1992

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ Requirements

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Belli Adegard

Purchasing Director
(Class II Contracts Only)

County Counsel [Signature]

County Chair/Sheriff [Signature]

Date 4/27/92

Date _____

Date 8-10-92

Date 8/20/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT REV	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0490			2603		0323		Requirements	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

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

INTERAGENCY AGREEMENT

between
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
and
MULTNOMAH COUNTY

OFFICE OF
MEDICAL ASSISTANCE
PROGRAMS

entitled

HIV TARGETED CASE MANAGEMENT AGREEMENT

This Agreement is between the Office of Medical Assistance Programs, referred to as "OMAP" in this Agreement and MULTNOMAH County, referred to as "County" in this Agreement.

The purpose of this Agreement is to ensure that services provided by County under the (Human Immune Virus) HIV Targeted Case Management Program that are eligible for reimbursement under the Oregon Medical Assistance program and provided to Medical Assistance eligible clients are documented, processed, and paid appropriately.

TERMS AND CONDITIONS

1. TERM

This Agreement is effective May 1, 1992 through June 30, 1993 and may be renewed by written stipulation of the parties.

2. SERVICES

- a. OMAP agrees to promulgate rules under the Oregon Medical Assistance Program describing what HIV Targeted Case Management Program services are eligible for reimbursement as Medical Assistance program covered services not later than 60 days after the signing of this Agreement.

Barbara Roberts
Governor



203 Public Service Bldg.
Salem, OR 97310
(503) 378-2263
For hearing impaired:
TDD (503) 378-6791
OMAP 3250 (Rev. 1/91)

- b. The parties agree that services provided under this Agreement are subject to OMAP administrative rules.
- c. County agrees to provide those services under the HIV Targeted Case Management Program which are eligible for reimbursement under the Oregon Medical Assistance Program for Medical Assistance eligible clients.

3. DOCUMENTATION OF SERVICES PROVIDED

- a. County agrees to submit claims electronically with sufficient documentation, and in the required format, to be paid by OMAP through the Medical Management Information System. Required billing information shall include, but is not limited to, the following: appropriate service codes (CPT Codes), date(s) of service, Medical Assistance "prime number(s)" (unique eligibility number(s)) of the client(s) served, and County's Medical Assistance provider number and performing provider number, if required.

4. PAYMENT AND SOURCES OF PAYMENT FOR SERVICES PROVIDED

- a. Upon receipt of a valid electronic claim from the County, OMAP agrees to pay County at current Medicaid rates for the services provided.
- b. OMAP agrees to process and pay County for all eligible claims with sufficient information within 30 days of receipt of a valid electronic claim.
- c. OMAP agrees to provide County with an invoice showing all payments to County on a monthly basis. The invoice shall identify the total share of payments made under this Agreement that is funded by federal financial participation (FFP) and the share paid with state funds, e.g. the non-federal portion of the payment.
- d. County agrees to reimburse OMAP for the non federal portion of the payment within 30 days of receipt of the invoice from OMAP.
- e. County certifies that funds used to pay the non federal portion to OMAP are not federal funds and will not be included as costs in any other County program and billed to OMAP. If County operates a Federally Qualified Health Center (FQHC), County agrees not to include the county share of the cost for the HIV Targeted Case Management program in the FQHC cost statement.

- f. County agrees to make payments for the state fund portion in the name of the Oregon Medical Assistance Program and send payments to:

SDSD Accounting
Attention: HIV Targeted Case Management
313 Public Service Building
Salem, OR 97310

5. AMENDMENTS TO THIS AGREEMENT

The terms of this agreement shall not be waived, altered, modified, or amended in any manner whatsoever except by written instrument signed by all parties to this Agreement.

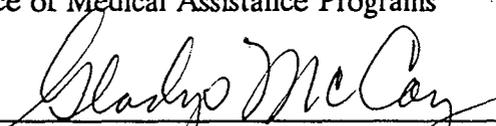
6. TERMINATION OF THIS AGREEMENT

This Agreement may be terminated by mutual consent of all parties or by any party upon 60 days notice in writing delivered by mail or in person to the parties.

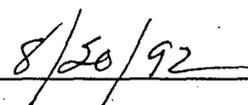
AGREED:

Director
Office of Medical Assistance Programs

Date



(County Official(s) with authority to sign)
Gladys McCoy, County Chair



Date

Name and Title (County Signature)

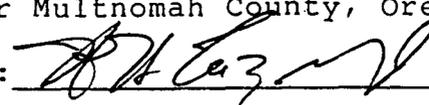
Assistant Director, OMAP

Date

Contract Manager, OMAP

Date

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

By: 

Date: 8-10-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-9 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

AUG 20 1992

Meeting Date: _____

Agenda Number: C-10

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Intergovernmental Agreement with Clackamas County Public Health
Division
Board Briefing: _____ Regular Meeting: _____
(date) (date)

Department: Health Division: x4274

Contact: Tom Fronk Telephone: x 4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of intergovernmental agreement with Clackamas County Public Health Division for provision of HIV case management services for persons with disabling HIV disease. Multnomah County is acting as the agent for disbursing state funds to local governments for an HIV grant program.

8/26/92 ORIGINALS TO HERMAN BRAME

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 10 PM 2:00
MULTNOMAH COUNTY
OREGON

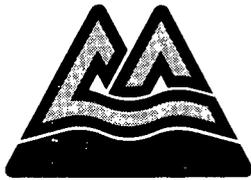
Signatures

Elected Official _____

OR

Department Director *Billie Deegan*

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON

DEPARTMENT OF HUMAN SERVICES
HEALTH DIVISION
426 S.W. STARK STREET, 2ND FLOOR
PORTLAND, OREGON 97204
(503) 248-3056
FAX (503) 248-3407

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

MEMORANDUM

To: Gladys McCoy
County Chair

Via: Billi Odegaard, Director, Health Department *Billi*

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

Date: July 16, 1992

Subject: Agreement with Clackamas County Public Health Division

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Clackamas County Public Health Division for the period August 1, 1992 to and including April 30, 1993.

Analysis: The county has been granted funds from the state to provide HIV case management services for persons with disabling HIV disease. The state has requested that the county disburse funds to other local governments as necessary in order to provide a wide range of HIV services to the public. Payments to Clackamas County Public Health Division will not exceed \$13,999.

Background: The county has contracted with both the state and Clackamas county in the past.



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200803

Amendment # _____

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>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-10</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Provide HIV case management services for persons with disabling HIV disease.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Clackamas County Public Health Division _____

Mailing Address 1425 Kaen Rd.

Oregon City, Oregon (97045)

Phone 655-8471

Employer ID # or SS # N/A

Effective Date August 1, 1992

Termination Date April 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ 13,999

Payment Term

- Lump Sum \$ _____
- Monthly \$ 1,555.45 upon receipt of invoice
- Other \$ _____
- Requirements contract - Requisition required.
- Purchase Order No. _____
- Requirements Not to Exceed \$ _____

REQUIRED SIGNATURES:

Department Manager *elli Rdegaard*

Purchasing Director
(Class II Contracts Only) _____

County Counsel *[Signature]*

County Chair/Sheriff *[Signature]*

Date 7-16-92

Date _____

Date 8-10-92

Date 8/30/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT		\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND	
01.	156	015	0310			6110		0371		\$13,999		
02.												
03.												

INSTRUCTIONS ON REVERSE SIDE

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

AGREEMENT BETWEEN
MULTNOMAH COUNTY
AND
CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 1992, by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon (hereinafter referred as "COUNTY"), and the CLACKAMAS COUNTY PUBLIC HEALTH DIVISION, (hereinafter referred to as "CONTRACTOR"),

WITNESSETH:

WHEREAS, COUNTY's Health Department 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, and

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

1. Term.

The term of this Agreement shall be from August 1, 1992, to and including April 30, 1993, unless sooner terminated under the provisions hereof.

2. Services.

A. CONTRACTOR agrees to establish a program of HIV case management services. Program development may include:

1) Develop an ongoing linkage with existing HIV/AIDS service providers such as Multnomah County Health Department, Cascade AIDS Project and other local advocacy groups.

2) Recruit and train local volunteers.

3) Contact area hospitals, medical groups, social service agencies, voluntary and fraternal groups regarding the services as well as grassroots development and advocacy.

4) Develop policies, procedures and standards for client referral, home visiting, case management, teaching and evaluation.

5) Educational and resource materials development and distribution including medical records forms.

B. CONTRACTOR agrees to provide case management services to persons with disabling HIV disease. Case management services will include:

1) Initial Contact and Needs Assessment to identify the physical, psychosocial and educational needs of client as well as home safety, nutritional status, personal care needs, need for medical follow-up and pain control.

2) Development of a plan of care based on assessment of needs, goals of client and resources available.

3) Intervention, based on plan of care which may include referral for:

- o Medication management
- o Nutritional support
- o Coordination of volunteers
- o Disease specific education of clients and caregivers
- o Caregiver respite
- o Child care
- o Grief and loss counseling
- o Personal care decisions
- o Benefits eligibility
- o Stress reduction
- o Mental health assessments
- o Substance abuse treatment
- o Spiritual counseling
- o Emotional support to clients, partners, and family members
- o Facilitating early hospital discharge by assuring that support systems place prior to patient discharge
- o Coordination of client care
- o Coordination of home health agency and hospice nursing services

4) Evaluation of client services will include reassessment of client status and needs, updating care plan as indicated, referrals and accurate record keeping

C. CONTRACTOR agrees to provide local match of .5 FTE Community Health Nurse II, .1 FTE Community Health Nurse III, and associated mileage, training, printing and indirect costs.

D. .34 FTE CHN II funded under this program will provide a minimum of 35 case management visits per month.

3. Compensation.

A. COUNTY agrees to pay CONTRACTOR a maximum of \$13,999 based on the following terms:

1) A maximum of \$1,555.45 per month upon receipt of a monthly report detailing the number of case management visits.

B. COUNTY certifies that either federal, state or local funds are available and authorized to finance the costs of this Agreement. In the event that funds cease to be available to COUNTY in the amounts anticipated, COUNTY may terminate or reduce Agreement funding accordingly. COUNTY will notify CONTRACTOR as soon as it receives notification from funding source. Reduction or termination will not effect payment for accountable expenses prior to the effective date of such action.

C. All final billings affecting Agreement payments must be received within forty-five (45) days after the end of the Agreement period. Agreement payments not triggered or billed within this specified time period will be the sole responsibility of CONTRACTOR.

4. Contractor is Independent Contractor

A. CONTRACTOR is an independent contractor and is solely responsible for the conduct of its programs. CONTRACTOR, its employees and agents shall not be deemed employees or agents of COUNTY.

B. CONTRACTOR shall defend, hold and save harmless COUNTY, its officers, agents, and employees from damages 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 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.

5. Workers Compensation

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.

6. Contractor Identification

CONTRACTOR shall furnish to COUNTY its employer identification number, as designated by the Internal Revenue Service.

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

A. CONTRACTOR agrees to permit authorized representatives of COUNTY, and/or the applicable Federal or State government audit agency to make such review of the records of the CONTRACTOR as COUNTY or auditor may deem necessary to satisfy audit and/or program evaluation purposes. CONTRACTOR shall permit authorized representatives of COUNTY Health Department to site visit all programs covered by this Agreement. Agreement costs disallowed as the result of such audits, review or site visits will be the sole responsibility of CONTRACTOR. If an Agreement cost is disallowed after reimbursement has occurred, CONTRACTOR will make prompt repayment of such costs.

14. Early Termination

A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by CONTRACTOR, or be cause for placing conditions on said funding and/or services, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.

B. This Agreement may be terminated by either party by sixty (60) days written notice to the other party.

C. Immediate termination or amendment by COUNTY may occur under any of the following conditions:

1) Upon notice of denial, revocation, suspension or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.

2) Upon notice if CONTRACTOR fails to start-up services on the date specified in this Agreement, or if CONTRACTOR fails to continue to provide service for the entire Agreement period.

3) Upon notice to COUNTY of evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.

4) Upon evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary level and/or quality of service.

D. Payment to CONTRACTOR will include all services provided through the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

15. Litigation.

A. CONTRACTOR shall give COUNTY immediate notice in writing of any action or suit filed or any claim made against CONTRACTOR or any subcontractor of which CONTRACTOR may be aware of which may result in litigation related in any way to this Agreement.

16. Oregon Law and Forum

This Agreement shall be construed according to the law of the state of Oregon.

17. Certification Regarding Lobbying

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

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this contract, the contractor shall complete and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

18. OMB Circular A-133

If CONTRACTOR is determined by the COUNTY to be a subrecipient of federal funds passed through the COUNTY, the CONTRACTOR will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public Law 98-502, to nonprofit organizations.

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

CLACKAMAS COUNTY PUBLIC HEALTH DIVISION

By _____

Date _____

Federal I.D. Number

MULTNOMAH COUNTY, OREGON

By Gladys McCoy

Gladys McCoy
Multnomah County Chair

Date 8/20/92

HEALTH DEPARTMENT

By Billi Odegaard

Billi Odegaard, Director

Date: 7-16-92

HEALTH DEPARTMENT

By Janne Gaud

Program Manager

Date: 7/10/92

REVIEWED:

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

By [Signature]

Date: 8-10-92

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-10 DATE 8/20/92
DEB BOGSTAD
BOARD CLERK

Meeting Date: AUG 20 1992

Agenda Number: C-11

(Above for Clerk's Office Use Only)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

Subject: Agreement with Oregon Health Sciences University

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

Department: Health Division: _____

Contact: Tom Fronk Telephone: x4274

Person(s) Making Presentation: Tom Fronk

Action Requested

Information Only Policy Direction Approval

Estimated Time Needed on Board Agenda: 5 minutes or less

Check if you require official written notice of action taken:

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

Ratification of an intergovernmental agreement providing a clinical learning experience for Dr. Katherine Crabtree of the University of Oregon Health Sciences University, School of Nursing. The clinical learning experience will be conducted under the supervision of a Health Department employee, and involve no additional cost to the county or the state.

8/26/92 ORIGINALS TO HERMAN BRAME

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 10 PM 2:00

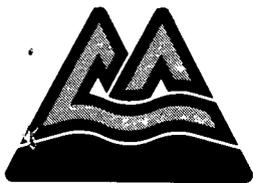
Signatures

Elected Official _____

OR

Department Director Billy Odegaard / S. Sordak

(All accompanying documents must have required signatures!)



MULTNOMAH COUNTY OREGON



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

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

MEMORANDUM

TO: Gladys McCoy
Multnomah County Chair

VIA: Billi Odegaard, Director
Health Department

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

DATE: July 15, 1992

SUBJECT: Contract with Oregon Health Sciences University

Recommendation: The Health Department recommends County Chair approval and Board ratification of this intergovernmental agreement with Oregon Health Sciences University.

Analysis: M. Katherine Crabtree, DNS, a member of the Oregon Health Sciences University, School of Nursing faculty would like to complete the requirements for nurse practitioner licensure by practicing as an adult nurse practitioner at the Mid-County Health Center under the supervision of Judy Schaffer, an employee of Multnomah County. Both Dr. Crabtree and county clients will benefit from the agreement. No exchange of funds is involved.

Background: The county has entered into similar agreements with Oregon Health Sciences University in the past.

[3399k-p]



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 200823

MULTNOMAH COUNTY OREGON

Amendment # _____

<p style="text-align: center;">CLASS I</p> <input type="checkbox"/> Professional Services under \$10,000	<p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p style="text-align: center;">AGENDA # <u>C-11</u> DATE <u>8/20/92</u> <u>DEB BOGSTAD</u> BOARD CLERK</p>
--	--	--

Contact Person Brame Phone x2670 Date _____

Department Health Division _____ Bldg/Room 160/2

Description of Contract Clinical learning experience for Dr. Katherine Crabtree in order for her to complete requirements for nurse practitioner licensure. The learning experience will be conducted at the Mid-County Health Center.

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

ORS/AR # _____ Contractor is MBE WBE QRF

Contractor Name Oregon Health Sciences University
School of Nursing
 Mailing Address 3181 S.W. Sam Jackson Park Road
Portland, Oregon 97201 MBS

Phone 494-3662

Employer ID # or SS # 93-6001-786W

Effective Date Upon Execution

Termination Date June 30, 1993

Original Contract Amount \$ _____

Amount of Amendment \$ _____

Total Amount of Agreement \$ N/A

Payment Term

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

REQUIRED SIGNATURES:

Department Manager Bulliedgaard/Contact

Date 7-20-92

Purchasing Director _____
(Class II Contracts Only)

Date _____

County Counsel [Signature]

Date 8-10-92

County Chair/Sheriff [Signature]

Date 8/20/92

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT	\$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	015	0745			6110		303	0300	N/A	
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

INTERAGENCY AGREEMENT
BETWEEN
OREGON HEALTH SCIENCES UNIVERSITY
AND
MULTNOMAH COUNTY DEPARTMENT OF HUMAN SERVICES
HEALTH SERVICES DIVISION

This is an agreement between the State of Oregon, acting by and through the State Board of Higher Education, for and on behalf of Oregon Health Sciences University, School of Nursing (hereinafter referred to as UNIVERSITY) and Multnomah County Department of Human Services, Health Services Division (hereinafter referred to as AGENCY).

WHEREAS, UNIVERSITY is committed to health professional education;

WHEREAS, UNIVERSITY has a need for selected faculty to gain additional ability, knowledge, and experience: and

WHEREAS, AGENCY is willing to serve as a setting for such training;

NOW, THEREFORE, it is agreed between the parties as follows:

1. AGENCY will provide clinical experience in the Mid-County Health Center for M. Katherine Crabtree, DNSc, to practice as an adult nurse practitioner during any hours the clinic is open.
2. Supervision will be provided by Judy Schaffer, FNP.
3. Specific dates and times for practice will be mutually agreed upon.
4. Dr. Crabtree will comply with the policies, standards, procedures, rules, and regulations of AGENCY.
5. Dr. Crabtree will observe the confidentiality status of personal and medical information concerning patients and patient records.
6. UNIVERSITY faculty are covered by the State of Oregon self insurance plan, pursuant to ORS 30.268 and subject to the limitations in ORS 30.270, while at AGENCY's facility, when acting within the scope of their assignment by UNIVERSITY.
7. UNIVERSITY faculty shall not be considered employees of AGENCY. AGENCY does not assume, and shall not assume any liability under any law relating to workers compensation on account of any act of any UNIVERSITY faculty performing, receiving supervision, or traveling pursuant to this agreement.
8. UNIVERSITY will be responsible for providing worker compensation coverage for its employees providing services under this agreement.
9. INDEMNITY. Each party will be responsible for its tortious acts and those of its officers, employees, or agents, except to the extent

that Oregon law limits the liability of a state institution, its officers, agents, and employees.

10. This agreement will be effective upon the date last signed below and will continue until June 30, 1993 unless either party terminates this agreement with (30) days prior written notice.
11. This agreement may be amended by the mutual written consent of both parties.
12. All notices hereunder shall be in writing and shall be deemed to have been given when actually received and receipted for or when mailed by registered or certified mail (return receipt requested), postage prepaid, and addressed in each case as follows:

AGENCY: Herman L. Brame
Contracts Manager
Multnomah County Health Division
426 SW Stark Street, 2nd Floor
Portland, OR 97204

UNIVERSITY: Thomas G. Fox
Vice President for Development and Public Affairs
Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201

Charold Baer, Chairperson
Adult Health and Illness Department
School of Nursing
Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201

13. This agreement shall be governed and construed in accordance with the laws of the State of Oregon.
14. **MERGER.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THE AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. ANY SUCH AMENDMENT WAIVER, OR CONSENT, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

State of Oregon Actin By and Trough
the State Board of Higher Education, for
and on behalf of the School of Nursing
at Oregon Health Sciences University
3181 SW Sam Jackson Park Road
Portland, Oregon 97201

Multnomah County
Department of Human Resources
Health Services Division
426 SW Stark Street
Portland, OR 97204

Katherine Crabtree 7/9/92

M. Katherine Crabtree, DNSc Date
Associate Professor
Adult Illness Department

Billi Odegaard 7-20-92

Billi Odegaard, Director Date
Health Division

Charold R. Baer 7/9/92

Charold Baer, PhD Date
Professor and Chairperson
Adult Health and Illness Department

Gladys McCoy 8/20/92

Gladys McCoy, County Chair Date

Ruth Alexander 7/9/92

Carol A. Lindeman, RN, PhD, FAAN Date
Dean, School of Nursing

H. H. Lazenby, Jr. 8-10-92

Date

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon
By H. H. Lazenby, Jr.

Date

David C. Bunnell 7/10/92

Thomas G. Fox, PhD Date
Vice President
Development and Public Affairs

for

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-11 DATE 8/20/92
DEB BOGSTAD

BOARD CLERK

AUG 20 1992

Meeting Date: _____

Agenda No.: C-12

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal August 20, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

APPOINTMENT TO::

Citizen Involvement Committee

Winzel Hamilton, new appointment, term expires August 31, 1994
Margaret Boyles, new appointment, term expires August 31, 1994

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCoy*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 9:25
WASHINGTON COUNTY
OREGON



MULTNOMAH
COUNTY

Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

KW GLADYS MCCOY
CHAIR
MULTNOMAH COUNTY
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204

8/6/92

August 5, 1992

MEMORANDUM

TO: Gladys McCoy, Chair

FROM: Carol Ward
Office of Citizen Involvement

RE: CIC appointment

Please appoint the following to the Citizen Involvement Committee
for a term ending August 31, 1994

Winzel Hamilton - Nominated by Sabin Community Land Trust Inc



MULTNOMAH
COUNTY

Citizen Involvement Committee

2115 SE MORRISON

PORTLAND, OREGON 97214

248-3450

August 5, 1992

MEMORANDUM

TO: Gladys McCoy, Chair

FROM: Carol Ward
Office of Citizen Involvement

RE: CIC appointment

Please appoint the following to the Citizen Involvement Committee
for a term ending August 31, 1994

Margaret Boyles - Nominated by Parkrose Neighborhood Assoc.

INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Sabin Community Land Trust, Inc.
P. O. Box 55172, Airport Station, Portland, OR 97238

SECTION I

NAME: Winzel Hamilton HOME PHONE: (503) 284-1769

ADDRESS: 906 NE Siskiyou WORK PHONE: (503) 643-5541

Is your residence located in Multnomah County?

YES NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

I am interested in serving on the Multnomah County Citizen Involvement Committee because I want to take an active role in the political and civic affairs of my community. I believe this will give me the opportunity to learn about the issues facing the county, and have a voice in the decision making process.

SECTION III

Please list three volunteer/civic activities:

ORGANIZATION: 1. Sabin Community Land Trust, Inc. DATE: October 1989 - Present
2. Oroweat Food, Inc. Charity Club Committee DATE: 1984 - Present
3. Maranatha Church Men's Fellowship, Secretary DATE: 1982 - Present

RESPONSIBILITIES: 1) Set policies and assisted with public relation and community activities.
2) Recommend or select organizations for charitable funds.
3) Keep minutes and handle publicity and community outreach.

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Jean Hanson, 3807 N.E. 13th, Portland, Oregon 97212, (503) 287-0826

Harvey Garnett, 252-6693.

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

No conflicts of interest.

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 4 Day 10 Year 41 SEX: Female Male

ETHNIC ORIGIN: Asian Black Hispanic

Native American White

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

Signature: W. J. J. J. J. Date: 6-26-92

Sabin Community Land Trust, Inc.
P. O. Box 55172, Airport Station
Portland, Oregon 97238
(503) 287-0826

June 26, 1992

Citizen Involvement Committee
2115 SE Morrison
Portland, Oregon 97214

Dear Sir:

I am happy to nominate Winzel Hamilton to the Citizen Involvement Committee. Mr. Hamilton has been actively serving his community for many years. I know him best for his work on the board and advisory committee for the Sabin Community Land Trust, Inc., an organization seeking to develop innovative housing models for low and moderate income people in the Sabin neighborhood. Winzel worked very hard to get this organization off the ground by promoting land trust concepts to the churches and civic organizations.

Mr. Hamilton is a hard-worker, and knows how to get things done in an organization. He enjoys working with people from many diverse backgrounds. He is task-oriented, and will work hard to see a project through until it is completed. I highly recommend him to serve on the Citizen Involvement Committee. I know he will be a voice not only for minorities but for all the citizens of Multnomah County.

Feel free to call me for additional information on (503) 287-0826,

Sincerely,



Jean Hanson, President
Sabin Community Land Trust, Inc.

3

June 27/92

10015 N.E. Wygant St.
Portland Or. 97220

The Multnomah County Citizens
Involvement Committee

Attention*

Gloria Fisher

I wish to nominate Margaret Boyles 3658 N.E. 114 Th. STREET 97220
to serve on the Multnomah Co. Involvement Committee

Margaret Boyles is a very active member of The Parkrose
Neighborhood Association Board Of Directors; and she has been outstanding
in her concerns for the Community. I highly recomend that she be con-
sidered for a position.

Thank You.

Les. Gilbert

Parkrose Neighborhood Association.



INTEREST FORM FOR MULTNOMAH COUNTY
CITIZEN INVOLVEMENT COMMITTEE

In order for the Multnomah County Commission to assess more thoroughly the qualifications of persons interested in serving on the Citizen Involvement Committee, you are requested to fill out this interest form. Please feel free to attach or enclose supplemental information or a resume which further details your involvement in volunteer activities, public affairs, civic services, affiliations, etc.

We consider information from Sections I through III public, and it may be used in press releases announcing appointments.

NAME OF NOMINATING GROUP: Parkrose Neighborhood Ass.

SECTION I

NAME: Margaret Boyle HOME PHONE: 252-7290

ADDRESS: 3658 NE 114 WORK PHONE: _____

Portland Ore Zip Code 97220

Is your residence located in Multnomah County?

YES NO

SECTION II

Why are you interested in serving on the Multnomah County Citizen Involvement Committee?

Ever since being on the board of the Parkrose Neighborhood Ass many things has been interesting I want to be more involved.

SECTION III

Please list three volunteer/civic activities:

- ORGANIZATION: 1. P.T.A DATE: white children was in school
2. E. M. O. Ecumenical Ministry DATE: 85-present
3. P. N. A. DATE: 91-92

RESPONSIBILITIES: recycling

SECTION IV

Please list the name, address and telephone numbers of two people who may be contacted as references. Please name those who know about your interests and qualifications to serve on the Citizen Involvement Committee:

Norma Stickney 605-4376
Fredy Larison 757-3992

SECTION V

Please state any potential conflicts of interest between private life and public service which might result from service on the Citizen Involvement Committee:

None

SECTION VI

In order to assist Multnomah County in meeting affirmative action goals, additional information is requested of you. This section is voluntary and will remain confidential.

BIRTH DATE: Month 7 Day 28 Year 34 SEX: Female Male

ETHNIC ORIGIN: Asian Black Hispanic

Native American White

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

Signature: Margaret Boyle Date: June 13, 1992

Meeting Date: AUG 20 1992

Agenda No.: C-13

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: APPOINTMENTS

BCC Informal _____ BCC Formal August 20, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION _____

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: Consent Calendar

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

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

APPOINTMENT TO:
Portland Multnomah Commission on Aging

- Constance Andersen, new appointment, term expires 7/95
- Jim Nelson, new appointment, term expires 7/94
- Jane Walker, new appointment, term expires 7/95
- Elizabeth Davis, re-appointment, term expires 7/95
- Augustus Morgan, re-appointment, term expires 7/95
- Arthur Payne, re-appointment, term expires 7/95

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 9:25
MULTNOMAH COUNTY
OREGON

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL Gladys McCoy
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

JUN 17 1992

Elder Safety Coalition
9/1/92, 9/2/93
PMCoA - 9/2/93

A P P L I C A T I O N

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name Constance E. Andersen
Address 3603 NE Grand Ave., Portland, OR 97212 (Zip) _____
Phone (Home) 281-3292 *unlisted* (Work) 233-6135

2. Education: Please indicate highest level completed.
High School yes College (Undergraduate) A.S. Management Marketing
Other CSUC Marketing Intern College (Post-Graduate) _____

3. Employment Status:
Employed Full Time Fred Meyer Public Affairs Retired _____
Part Time _____ Not Employed _____

4. Current or past place of employment:	Dates	Responsibilities
Organization/Address		
<u>Fred Meyer - Public Affairs</u>		<u>Volunteer/Donations Coord.</u>
<u>P.O. Box 42121, PDX, OR 97242</u>	<u>8/90 to current</u>	

5. Current and past volunteer/civic activities:	Dates	Responsibilities
Organization/Address		
<u>Rosebud Picnic (Rose Festival)</u>	<u>3/92 to current</u>	<u>Board member</u>
<u>Volunteer Council Fred Meyer</u>	<u>2/91 to current</u>	<u>Volunteer</u>
<u>Neighborhood Watch Block Coordinator</u>	<u>5/92</u>	<u>Coordinator</u>
<u>Enable, Inc.</u>	<u>considering appt.</u>	<u>Board member</u>

6. Why do you want to serve on the Commission/Committee?
I have a personal as well as professional interest in N/NE crime
reduction, area livability and revitalization. My public relations
experience and people skills will be of value to the Commission. I have
always been an activist and would welcome the opportunity to be more
involved with the community.

What are your specific areas of interest?

- Health Nursing Homes Community Services Medicare
- Media Transportation Social Security Employment
- Housing Nutrition Elder Abuse Mental Health
- Other (Please Specify) N/NE revitalization of existing neighborhoods and business districts

8. I am interested in serving as a: Commission Member yes
 Committee Member _____
 * Voting Non Voting

a. What PMCoA Committee are you interested in serving on?

- Health & Well Being Long-Term Care Ombudsman Minority
- Housing Task Force Area Agency on Aging Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
Cheryl Perrin, Sr. VP Public Affairs	Fred Meyer	239-7421	Employer
Becky Wehrli, Director	Portland/Multnomah Commission on Aging,	796-5269	Coalition member

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? Under 60? Are you low-income? Yes No

Do you have a disability? Yes No

Ethnic origin: Black Native American Hispanic
 Asian White Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Constance E. Andersen Date 6/15/92

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

PMCoA-92/93

Elder Safety Coal.-91/92
92/93

APPLICATION

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name JIM NELSON
 Address 3615 NE STANTON (Zip) 97212
 Phone (Home) 249-8244 (Work) 796-3134

2. Education: Please indicate highest level completed.
 High School _____ College (Undergraduate) _____
 Other _____ College (Post-Graduate) JURIS DOCTOR

3. Employment Status:
 Employed Full Time X Retired _____
 Part Time _____ Not Employed _____

4. Current or past place of employment:	Dates	Responsibilities
Organization/Address		
<u>PORTLAND POLICE BUREAU</u>	<u>1977 TO PRESENT</u>	<u>DIRECTOR OF SENIOR CRIME PREVENTION PROGRAM</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities

6. Why do you want to serve on the Commission/Committee?
I BELIEVE I COULD CONTRIBUTE A VALUABLE PERSPECTIVE
OF POLICE BUREAU POLICIES AND SECURITY ISSUES AS THEY
RELATE TO OLDER PERSONS AND FACILITATE A CLOSER
PARTNERSHIP BETWEEN THE POLICE BUREAU AND OTHER
PUBLIC AND PRIVATE ORGANIZATIONS.

What are your specific areas of interest?

___ Health ___ Nursing Homes ___ Community Services ___ Medicare
___ Media ___ Transportation ___ Social Security ___ Employment
___ Housing ___ Nutrition X Elder Abuse ___ Mental Health
___ Other (Please Specify) CRIME PREVENTION

8. I am interested in serving as a: Commission Member X
Committee Member X
* Voting Non Voting

a. What PMCoA Committee are you interested in serving on?

X Health & Well Being ___ Long-Term Care Ombudsman ___ Minority
___ Housing Task Force ___ Area Agency on Aging ___ Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
LT GREG CLARK	111 SW 2D, RM 1552	796-3014	SUPERVISOR
STEVE MINNICK	111 SW 2D, RM 1552	796-3131	FRIEND

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? ___ Under 60? X Are you low-income? Yes ___ No X

Do you have a disability? Yes ___ No X

Ethnic origin: ___ Black ___ Native American ___ Hispanic
___ Asian X White ___ Other

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Jim Nelson Date 6-25-92

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

JUN 30 1992

APPLICATION

for Membership on the

PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

for BOTH Commission and Committee Positions

1. Name Jane H. Walker
 Address 4903 N. E. Killingsworth (Zip) 97218
 Phone (Home) 282-9190 (Work) _____

2. Education: Please indicate highest level completed.
 High School ✓ College (Undergraduate) ✓ 2 yrs
 Other Seminars and Forums College (Post-Graduate) _____

3. Employment Status:
 Employed Full Time _____ Retired ✓
 Part Time _____ Not Employed _____

4. Current or past place of employment:

Organization/Address	Dates	Responsibilities
<u>U.S. Army Engineers</u>	<u>1930s</u>	<u>Office Mgr. (Land)</u>
<u>Bonneville Power</u>	<u>1940s</u>	<u>" "</u>
<u>Pacific University</u>	<u>20 yrs 1960s-1970s</u>	<u>Placement and Career Counselor</u>

5. Current and past volunteer/civic activities:

Organization/Address	Dates	Responsibilities
<u>Forest Grove Senior Center</u>	<u>1960s-1970s</u>	<u>Organizer + Director "C" notes + choruses</u>
<u>Hollywood Senior Center</u>	<u>1980s-Present</u>	<u>Organized + Directed "Kelloiders"</u>
<u>" " "</u>	<u>Present</u>	<u>music Working with Alzheimer patients</u>
<u>Campfire Girls</u>	<u>1940s-1950s</u>	<u>Bluebird, Campfire + Horizon Leader</u>
<u>Japanese Garden Society</u>	<u>1980s-Present</u>	<u>Guide</u>

6. Why do you want to serve on the Commission/Committee?
Hollywood Senior Center elected me for nomination
to PMCoA. I am also serving on Sr. Ctr. Task Force Committee-

7. What are your specific areas of interest?

- Health Nursing Homes Community Services Medicare
- Media Transportation Social Security Employment
- Housing Nutrition Elder Abuse Mental Health
- Other (Please Specify) I serve on Senior Task Force Committee

8. I am interested in serving as a: Commission Member
 Committee Member
 * Voting Non Voting

a. What PMCoA Committee are you interested in serving on?

- Health & Well Being Long-Term Care Ombudsman Minority
- Housing Task Force Area Agency on Aging Senior Center Task Force

9. Give two references:

Name	Address	Phone	Relationship
Jim Paynter	1820 N.E. 40th	288-8303	Director, H. Sr. Ctr
Trish Easterday	RSVP 2256 N.W. Lovejoy	229-7787	Friend

THIS SECTION IS VOLUNTARY AND WILL REMAIN CONFIDENTIAL

Since our bylaws require representation from certain categories of individuals we request your assistance in supplying this information.

Are you over 60? Under 60? Are you low-income? Yes No

Do you have a disability? Yes No

Ethnic origin: Black Native American Hispanic Other Asian White

All Commission members must live in Portland or Multnomah County.

*The following persons shall be ineligible for membership on the PMCoA: Board members, paid professionals, or individuals with ownership interest in agencies who contract with/or receive substantial funds or benefit personally from the Area Agency on Aging (OAA, XIX, SSBG, OPI, etc.), County Dept. of Human Services, City Human Resources Bureau, State Dept. of Human Resources or Senior Service Division.

Those ineligible for membership due to conflict of interest may serve on committees in a non-voting status.

Signature Jane H. Walker Date June 27, 1992

Return completed application to: Portland/Multnomah Commission on Aging, 1120 SW 5th Avenue, Room 518, Portland, OR 97204, PHONE 796-5269.

mm
GLADYS MCCOY
MULTNOMAH COUNTY CHAIR
1120 S.W. 5th, ROOM 1410
PORTLAND, OREGON 97204

7/27/92

PORTLAND
MULTNOMAH
COMMISSION
ON AGING

Aging

1120 S.W. 5th AVE., 5th FLOOR
PORTLAND, OR 97204-1978
(503) 796-5269

July 23, 1992

The Honorable Gladys McCoy
1021 S.W. 4th, Room 134
Portland, OR 97204

Dear Commissioner McCoy:

The Portland/Multnomah Commission on Aging would like to forward these recommendations to you for re-appointments to terms on the Commission effective July 14, 1992.

<u>NAME</u>	<u>REPRESENTING</u>	<u>TERM</u>
Elizabeth Davis	Am Assn Retired Persons	To 7/95
Augustus Morgan	At-Large	To 7/95
Arthur Payne	HAP Tenants Organization	To 7/95

These individuals have made outstanding contributions to the elderly of our community during their previous PMCoA terms and we feel that they will continue to make excellent contributions to the Commission in the future.

Sincerely,

Marian Sarles

Marian Sarles, Chair
Nominating Committee

cc: Appointee



The City of Portland



Meeting Date: AUG 20 1992

Agenda No.: R-1

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Ordinance for Library Utility Tax

BCC Informal _____ BCC Formal 8/20/92
(date) (date)

DEPARTMENT Nondepartmental DIVISION Chair's Office

CONTACT Fred Neal TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Ginnie Cooper, Bill Naito

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 2 hours

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):

Imposes 2% excise tax on suppliers of electricity, natural gas, and petroleum products used for heating. Increases rate to 4%, effective July 1, 1993. Dedicates proceeds to Library. Exempts low-income persons and public agencies.

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Madys McCay*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 10:27
MULTNOMAH COUNTY
OREGON

ORDINANCE FACT SHEET

Title: An Ordinance Relating to the Imposition of an Excise Tax on the Provision of Utility Services; Providing for Administration and Collection; Dedicating the Revenues to a Special Fund of Library Purposes; and Related Matters.

Brief statement of purpose of ordinance (including rationale for adoption of ordinance, a description of persons benefitted, and other alternatives explored).

Commencing on the effective date of this ordinance, a 2% excise tax is placed on suppliers of electrical energy, natural gas, and petroleum products used for heating supplied to users within Multnomah County. Commencing on July 1, 1993, the rate will change to 4%. The revenue thus derived will be placed in a special fund dedicated solely to library needs, including operation and capital requirements and administration of this ordinance. Utility providers under this ordinance may pass this tax through to the users from which they derive taxable revenue. Utility users meeting established poverty guidelines will not be taxed. Government agencies are also exempt.

What other jurisdictions in the metropolitan area have enacted similar legislation?

The City of Portland imposes a 5% "Utility Franchise Fee" on natural gas, electricity, water, cable television, and other utility providers that use public rights-of-way within the city limits. Revenues are placed in the General Fund. Counties are prohibited by ORS from imposing franchise fees for the use of public rights-of-way.

What has been the experience in other areas with this type of legislation?

Portland collects over \$20 million annually from their Utility Franchise Fee. Administration and collection is managed by a two-person staff.

What authority is there for Multnomah County to adopt this legislation? (State Statute. Home Rule Charter?) Are there constitutional problems?

Authority is granted under the Home Rule Charter.

Fiscal Impact Analysis

The Library is currently funded by three-year property tax serial levy that expires June 30, 1993, internally generated revenues, and a subsidy from the General Fund. The annual revenues from the \$10.3 million pre-Measure-5 levy is reduced to \$9 million by Measure-5 compression, discounts and delinquencies. Federal, state and internally generated funds (sales, fines, gifts, previous-year carry-overs) supply about \$5 million. The General Fund contributes another \$5 million. This \$19 million Library budget provides services below that offered prior to the passage of Measure 5 and does not include needed capital outlay for repair at the Central branch and expansion at the Midland branch.

The utility excise tax is expected to annually raise \$4.5 million per percent of tax. At the maximum of 4%, the new library fund will see \$18 million in fiscal year 1993-94, enough to fund library operations at a slightly higher level and also provide the funding mechanism for needed capital projects at Central and Midland. Current General Fund support can be used for other programs.

The average household spends about \$760 annually on the utilities to be taxed. A 4% tax would add \$30 (\$2.50 per month) to the household bill. Households meeting poverty guidelines would be exempt.

The elimination of the current Library serial levy would not bring the 1993-94 combined tax rate below the \$10 limit in areas now capped; those within Portland. Property tax payers in areas not at the cap or slightly over would see their property tax rate reduced about \$0.42 per thousand (\$42 on a \$100,000 home).

SIGNATURES:

Person Filling Out Form Ben Burson 8-13-92

Planning & Budget Division (if fiscal impact) Ben Burson

Department Head/Elected Official _____

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance relating to the imposition of an excise tax on the provision of utility services; providing for administration and collection; dedicating the revenues to a special fund for library purposes; and related matters.

Multnomah County ordains as follows:

Section 1. Title

This ordinance shall be known as the Multnomah County Public Library Utility Excise Tax Ordinance.

Section 2. Definitions

For the purposes of this ordinance, unless the context requires otherwise, the terms below are defined as follows:

A. Administrator: the county, city or other governmental agency which administers this ordinance.

08/13/92:1

1 B. Board: Board of County Commissioners of Multnomah County,
2 Oregon.

3
4 C. Gross revenue: All revenues from the sale of utility
5 services and from the use, rental or lease of the operating
6 facilities providing these services derived from within the
7 boundaries of Multnomah County, after adjustment for net write-off
8 of uncollectible accounts. Gross revenue does not include:

9
10 1. Proceeds from the sale of bonds, mortgages, or other
11 evidences of indebtedness, securities or stocks;

12
13 2. Proceeds from sales at wholesale when the purchaser is not
14 the ultimate consumer;

15
16 3. Proceeds from transmission facilities;

17
18 4. Revenues paid directly by the United States of America or
19 its agencies;

20
21 5. Revenues paid directly by municipalities;

22
23
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08/13/92:1

1 6. Revenues paid directly by families, family units,
2 unrelated individuals and/or households below the poverty
3 guidelines established annually by the Administrator, as set
4 forth in Section 7 of this ordinance;

5
6 7. Revenues from the sale of electrical energy not consumed
7 within Multnomah County; and

8
9 8. Revenues from the lease of residential space heaters.

10
11 D. Library: the public library system of Multnomah County,
12 Oregon.

13
14 E. Municipality: Any city, political subdivision, municipal
15 corporation, or district organized and existing pursuant to the
16 laws of the State of Oregon, including school districts.

17
18 F. Person: Individuals, joint ventures, partnerships,
19 corporations, their officers, employees, agents, assignees,
20 trustees or receivers, or any other legal entity whatsoever.

21
22 G. Utility Service: All electrical energy, all natural gas,
23 and petroleum products used for heating.

24
25
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1 Section 3. Interpretation

2
3 For the purpose of this ordinance, words in the singular
4 number include the plural, the word "shall" is mandatory and not
5 directory, and the term "this ordinance" shall be deemed to
6 include all amendments hereafter made.

7
8 Section 4. Administration

9
10 In order to carry out the duties imposed by this ordinance,
11 the Administrator

12
13 A. May recoup from the library all reasonable costs of the
14 administration of this ordinance; and

15
16 B. Shall draft for approval by the Board the rules and
17 regulations necessary for the administration of this ordinance,
18 including but not limited to, a procedure to implement the poverty
19 guidelines and an administrative appeal procedure; and

20
21 C. Shall have the authority to do the following acts, which
22 enumeration shall not be deemed to be exclusive, namely:
23 administer oaths; audit records; certify to all official acts;
24 subpoena and require attendance of witnesses at hearings; require
25 the production of relevant documents; swear witnesses; and take
26 testimony of any person by deposition.

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1 Section 5. Contracts

2
3 The Board may contract with a city or other governmental
4 agency for the administration of all, or any portion, of this
5 ordinance.

6
7 Section 6. Imposition of Tax and Dedication of Revenues

8
9 A. Commencing on the effective date of this ordinance, an
10 excise tax is imposed upon every person providing a utility
11 service within the boundaries of Multnomah County, at the rate of
12 two percent (2%) of the gross revenue. Revenue derived from the
13 imposition of this tax shall be placed in a special fund and
14 dedicated solely to library purposes, including but not limited
15 to, the cost of administering this ordinance, ordinary capital
16 needs and operational services.

17
18 B. Commencing on July 1, 1993, in addition to the tax imposed
19 under subsection (A) of this section, an excise tax is imposed
20 upon every person providing a utility service within the
21 boundaries of Multnomah County, at the rate of two percent (2%) of
22 the gross revenue. Revenue derived from the imposition of this
23 tax shall be placed in the same special fund and dedicated solely
24 to the same library purposes as set forth in subsection (A).

25
26
08/13/92:1

1 Section 7. Poverty Guidelines

2
3 A. Within thirty (30) days of the annual publication of the
4 federal poverty guidelines, the Administrator shall draft poverty
5 guidelines for approval by the Board and shall thereafter
6 distribute them to the persons subject to this tax.

7
8 B. The Administrator and the Board may use the federal
9 poverty guidelines promulgated by the Office of the Secretary of
10 the Department of Health and Human Services, may use another
11 agency's adaptation of the guidelines, or may create its own
12 adaptation of the guidelines.

13
14 C. Until the Administrator's first determination in 1993, the
15 1992 federal poverty guidelines promulgated by the Office of the
16 Secretary of the Department of Health and Human Services pursuant
17 to 42 USC 9902(2) shall apply:

18
19
20
21
22
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08/13/92:1

	<u>Size of Family Unit</u>	<u>Poverty Guideline</u>
1		
2		
3	1	\$ 6,810
4	2	\$ 9,190
5	3	\$11,570
6	4	\$13,950
7	5	\$16,330
8	6	\$18,710
9	7	\$21,090
10	8	\$23,470

11

12 Each additional member, add \$2,380.

13

14 D. Until the Administrator's first determination in 1993, the

15 definitions of family, family unit, household, income, and

16 unrelated individual set forth in the Federal Register, February

17 14, 1992, pp. 5456-5457, shall apply.

18

19 Section 8. Collection of Utility Tax Prohibited

20

21 A. Utility providers shall not include the United States of

22 America or its agencies, municipalities, or families, family

23 units, households and/or unrelated individuals below the poverty

24 guidelines in any pass-through of this tax.

25

26

08/13/92:1

1 B. The Administrator shall draft for approval by the Board a
2 procedure by which the persons subject to this tax shall be
3 reimbursed for the reasonable cost of implementing the poverty
4 guidelines.

5
6 Section 9. Returns and Remittance

7
8 A. Each person providing a utility service shall, on or
9 before the twentieth (20th) day of each month, file a verified
10 return with the Administrator. The return shall be on the forms
11 supplied or in the manner prescribed and shall state the gross
12 revenue and other information required to determine the tax to be
13 paid for the preceding one month period.

14
15 B. Each person shall, at the time of filing the verified
16 return, remit to the Administrator the amount of the tax.

17
18 C. If any person required to file the first return and pay
19 the tax imposed therein is unable, despite diligent effort, timely
20 to submit a verified return, the person shall submit a return as
21 accurate as possible, based on good faith estimates, and shall pay
22 the tax accordingly. Such return may be amended and additional
23 tax paid thereon, at the next required return filing date;
24 thereafter, claims for refunds and demands for deficiency payments
25 shall be made as provided in Section 10.

26
08/13/92:1

1 Section 10. Return Review, Deficiencies and Refunds

2
3 A. The Administrator shall examine all returns filed and
4 shall verify the accuracy thereof and the correct amount of the
5 tax imposed by this ordinance. If the tax imposed is greater than
6 the amount remitted, the Administrator shall mail a notice of the
7 deficiency to the person filing the return. The amount of the
8 deficiency shall be paid, unless hearing is requested, within
9 thirty (30) days from the date of the notice. If the tax imposed
10 is less than the amount remitted, the Administrator shall give
11 notice and refund the overpayment to the person who made it.

12
13 B. A claim for a refund shall be made by giving written
14 notice to the Administrator within sixty (60) days from the date
15 of filing the return upon which the claim is based. The right to
16 claim a refund is thereafter waived. No interest shall be paid on
17 any refund.

18
19 1. The Administrator may deny the full amount claimed, refund
20 the full amount claimed, or allow only part of the amount
21 claimed. The Administrator shall give notice of the
22 determination.

23
24 2. Claims for refunds are not assignable.

25
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08/13/92:1

1 Section 11. Delinquent Taxes and Interest

2
3 All taxes which are not remitted on the dates specified are
4 delinquent, except as provided in Section 9(C). Delinquent taxes
5 shall bear interest at the rate of one percent (1%) per month, or
6 fraction thereof, until paid.

7
8 Section 12. Fraudulent Returns

9
10 If a false or fraudulent return is filed with the intent to
11 evade or reduce the tax imposed by this ordinance, or with
12 intentional disregard of this ordinance but without intent to
13 defraud, there shall be added the amount of interest imposed by
14 Section 11 of this ordinance plus an amount equal to fifteen
15 percent (15%) of the total amount of the deficiency, which
16 interest and penalty shall become due and payable within ten (10)
17 days after notice and demand by the Administrator.

18
19 Section 13. Tax As Debt

20
21 The tax imposed by this ordinance and any interest and
22 penalties thereon shall be a debt due and owing to Multnomah
23 County and may be collected by civil action in the name of
24 Multnomah County.

25
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08/13/92:1

1 Section 14. Records

2
3 Each person shall keep and preserve, for a period of three (3)
4 years from the date required for filing the return, such records,
5 books and accounts as may be necessary to determine the amount of
6 gross revenues upon which this tax is imposed. All such records,
7 books and accounts shall be open for examination by the
8 Administrator at any reasonable time and at any reasonable place
9 within the county.

10
11 Section 15. Penalties

12
13 A. It shall be a violation of this ordinance and unlawful for
14 any person to refuse to make any return required by this
15 ordinance, to make any false or fraudulent return, or to fail or
16 refuse to make payment to the Administrator of any tax due under
17 this ordinance, or in any manner to evade the collection and
18 payment of the tax, or any part thereof, imposed by this
19 ordinance, or to aid or abet other persons in any attempt to evade
20 the collection and payment of the tax imposed by this ordinance.
21 Such a violation shall be deemed a county offense and shall be
22 punishable, upon conviction, by a fine of not more than one
23 thousand dollars (\$1000) or by imprisonment in the county jail for
24 not more than six (6) months, or by both such fine and
25 imprisonment.

26
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1 B. Any officer, director, partner, or other individual having
2 direction or control over any person violating this ordinance
3 shall be subject to the fine and imprisonment provided by this
4 Section.

5
6 C. Each twenty-four (24) hour continuance of any violation
7 shall constitute a distinct and separate offence.

8
9 Section 16. Writ of Review

10
11 Review of any action of the Administrator taken pursuant to
12 this ordinance or of any rules and regulations promulgated by the
13 Administrator shall be by writ of review.

14
15 Section 17. Separability

16
17 If any section, subsection, sentence, clause, phrase or
18 portion of this ordinance is for any reason held invalid or
19 unconstitutional by a court of competent jurisdiction, such
20

21
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08/13/92:1

1 portion shall be deemed a separate, distinct and independent
2 provision, and such holding shall not affect the validity of the
3 remaining portions of this ordinance.

4
5 Section 19. Adoption

6
7 Adopted this ____ day of _____, 1992, being the date
8 of its ____ reading before the Board of County Commissioners of
9 Multnomah County, Oregon.

10
11
12
13 By _____
14 GLADYS MCCOY, CHAIR
MULTNOMAH COUNTY, OREGON

15 REVIEWED:

16 LAURENCE KRESSEL, COUNTY COUNSEL
17 MULTNOMAH COUNTY, OREGON

18 By John L. DuBay
19 John L. DuBay
Chief Assistant County Counsel

20
21
22
23
24
25
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08/13/92:1

BCC ✓

James Wygant
3711 SE Henry
Portland, OR 97202

(503) 228-3632 (work)
(503) 771-9703 (home)

August 6, 1992

Board of County Commissioners
County Court House
1021 SW 4th Ave.
Portland, OR 97204

Dear commissioners:

I hope you will support the request of the Library Board for an immediate two per cent tax on natural gas and electricity; and an additional two per cent on July 1, 1993.

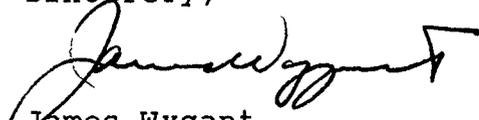
Our libraries are grossly underfunded, based upon the amount of public use. My own neighborhood library, the Woodstock Branch, is now open only about half as much as it once was. It is always crowded with both children and adults.

Please remember that the voting public showed strong support for library funding when it passed the last special levy. And yet when property taxes were limited, the county did nothing to replace revenue lost to the library.

On the other hand, the same voting public turned down the request for funds to replace the Juvenile Court building -- and the Commission decided to go ahead with that anyway. Meanwhile, the Central Library has been a maze of scaffolding for months because the walls threaten to fall down. To any reasonable person, the priorities of the County Commission make no sense.

The voters have already told you what they want. The public considers libraries an important asset to the community. It's time that the County Commission recognized that.

Sincerely,


James Wygant

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 10 AM 10:42

said new department policies referred to the chief's forum before. He said one example is the ordinance that allows officers to tow a car if the driver is unlicensed or lacks either registration or insurance.

Another example is the current policy of officers to respond to every police call. The department considered changing that and started taking some calls by chief's forum would be asked to

the chief's forum would not be a citizen committee. The department's internal

affairs process adequately handles citizen complaints about police behavior, he said.

Neighborhood problems, such as gang problems at a park, would be handled by the committees in each zone.

Johnson said the idea is to have a running conversation between citizens and police so problems can be solved before they explode.

For example, youths began drinking and carousing in Red Sunset Park in March. They behaved worse and worse, vandalizing the park and harassing residents, but it took a huge brawl in May to spur police and neighbors to make a plan to solve the problem.

The solution included neighbors keeping closer track of youth behavior and the police forming a special park patrol.

Under the new plan, citizens and police would have come up with such a plan earlier, and the brawl might not have occurred, Johnson said.

The committees are supposed to be set up in the next few months.

Johnson said police officials would use the plan to justify the need for more officers or supplies but the plan will work in any case. "It's going to work regardless of the resources we get," he said. "It's just a measure of how well."

OREGONIAN METROEAST 8/13/92

Tax plan can rescue library, board insists

■ The advisory panel chief says the county shouldn't let services deteriorate before taking action

By BARBARA PESCHIERA
Correspondent, The Oregonian

Multnomah County Library Board members described their proposed utility tax for libraries Tuesday as a lifeboat that would leave more room for services remaining in the sinking ship of government.

The board members, during the second of two hearings, defended the proposed 4 percent tax on electric and gas bills. The message was given to a supportive audience of about 20 people.

However, some participants at the aging Midland Branch said that they had reservations.

David Bernstein, a member of Friends of the Library, said the county has other critical services that also need new funding now that Oregon's property tax limitation measure has cut government revenues.

"My heart is with this library, but my head is somewhere else," he said. "There is a scramble of worthy causes placing taxes on whatever they can get."

Bill Naito, chairman of the advisory board, said that a new library tax would free about \$5 million of the county's general fund money now going to library operations. He said the county should not allow library services to deteriorate before taking action.

"Let's do at least one thing right," he said. "Should everybody go down? Put the 10 bodies that fit on

the lifeboat."

Commissioner Rick Bauman, who with Chairwoman Gladys McCoy attended the hearing, said the tax is too limited to replace all funds lost to Measure 5, but would stabilize the county's library system.

The Board of Commissioners is expected to vote Aug. 20 on the tax, designed to create a funding source dedicated for county libraries that in the past have relied on special property tax levies. If the board endorses the new tax, it would then decide whether to refer the issue to an election or to impose it without a public vote.

The tax has received opposition from several business groups, utilities and adjacent governments.

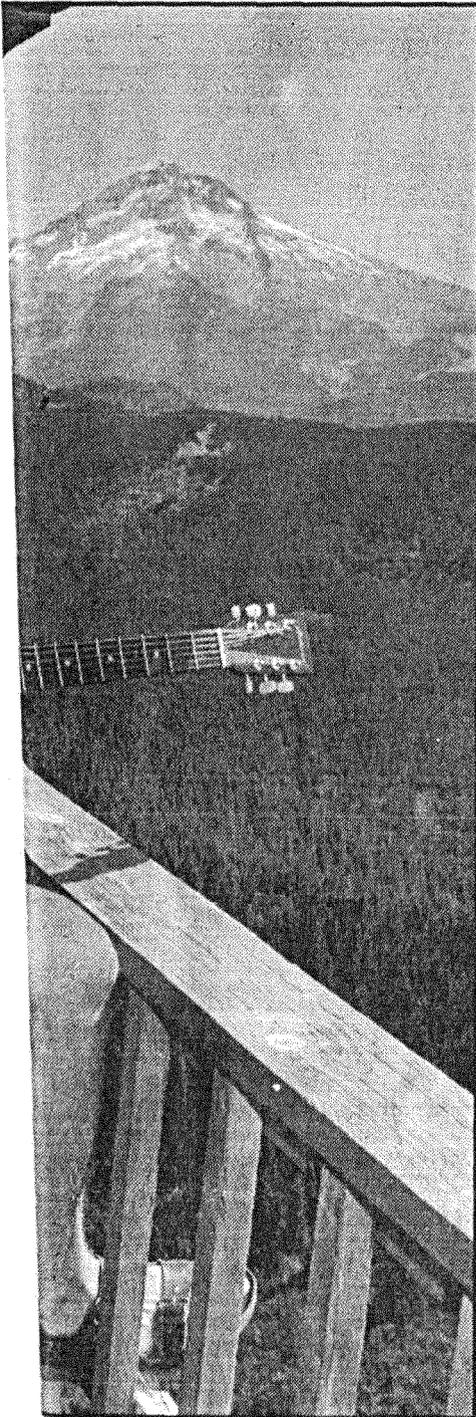
The county's Library Board has concluded almost two years of studying funding ideas by proposing that a 2 percent tax begin immediately, increasing to 4 percent July 1 when the current library levy expires.

It is estimated to cost each resident \$2.50 monthly.

More than half of the library's \$15.5 million budget comes from the three-year levy expiring July 1. Library operating revenue contributes \$2 million with \$5 million from the county's general fund.

Ginnie Cooper, library director, said the loss of funding is critical given that the library is faced with an estimated \$30 million in renovating and expansion at its Central Library and at the Midland Branch.

The utility tax is estimated to generate \$20 million annually, enough to cover operations and help with construction.



The Oregonian/ROGER JENSEN
top of Hickman Butte. Arvidson, a fire
ude.

3 of 5 seats contested for Rockwood PUD board

PAULINE ANDERSON
Multnomah County Commissioner
District 1



1120 S.W. Fifth, Suite 1500
Portland, Oregon 97204
(503) 248-5220

August 13, 1992

To: Board of County Commissioners
Elected Officials
Department Managers
From: Pauline Anderson *pa*
Re: Revenue Strategy for Immediate Library, Corrections, and
Juvenile Needs

I would like to thank the Library Board and the Budget office for their research and recommendations concerning library funding and the County's financial future. Our briefing last week demonstrated the difficult financial and political interrelationships that the Board must consider in making any decision.

I will support the Library Board's unanimous recommendation that we adopt a utility tax to meet our longstanding need for stable library funding.

My support for the utility tax plan is part of a three step plan that will enable us to continue to fund our three most vulnerable major county operations - the libraries, the Inverness Jail and corrections, and the new Juvenile facility and operations. We need to solve these financial problems ourselves. Successful state-wide tax reform measures will help prevent further service reductions, but will not solve our financial problems in these crucial areas.

STEP ONE - APPROVE THE UTILITY TAX FOR LIBRARIES

The utility tax will give the libraries a dedicated, stable revenue source to fund their operations. By dedicating part of our current General Fund support of the libraries to certificates of participation or other capital funding options, we can finance needed repairs and remodeling at Central and Midland.

While the utility tax appears regressive on first impression, the exemption provision goes a long way to correcting this problem. Also, over 60% of the tax will be paid by business, not residential customers.

STEP TWO - APPROVE A FIVE YEAR SERIAL LEVY FOR THE CONTINUED
OPERATION OF THE INVERNESS JAIL
AND OTHER PRESSING CORRECTIONS NEEDS

If the utility tax is approved, we can then submit a five year serial levy to the voters in March for the continued operation of the Inverness Jail. Budget office projects the cost for continued operation at \$19,700,000 annually.

There are also several other pressing corrections needs which we could consider for the same levy. I would like to include the final 40 Alcohol and Drug beds and Day Reporting Centers on this levy. The Sheriff and Director of Community Corrections have unfunded programs they would like for us to consider. Depending on the extent and severity of state cuts, we may need to craft a plan to offer additional local sanctions. I would welcome a joint planning process with the Sheriff and Community Corrections to craft a corrections levy for the spring.

Given these other needs, I suspect the cost of the levy will rise above the projected \$19,700,000. However, with the library no longer being funded through a property tax levy, the County could increase the corrections levy up to \$23,600,000 (the total of our current library and jail levies) without reducing the amount of money received by other jurisdictions within Multnomah County.

If we do not pass the library utility tax, we will need to convince the voters to pass a jail levy that will not even guarantee the full operation of Inverness.

STEP THREE - ADEQUATELY FUND THE NEW JUVENILE FACILITY
AND THE NECESSARY ACCOMPANYING PROGRAMS

If the utility tax and the corrections levy are approved, the County should be able to adequately fund the new juvenile facility and the necessary accompanying programs. The Budget office estimates that we need an additional \$2,200,000 in 1993-4 for the Juvenile Certificates of Participation and an additional \$2,000,000 in 1994-5 for operational increases.

We should be able to fund the needs in Juvenile through our savings in our current library general fund contribution of \$1,600,000 (\$4,200,000 - \$2,600,000 for Library COPS), plus the savings of our current general fund contribution for the Inverness Jail of \$1,800,000. In addition, we will receive some small compression savings if the Corrections Levy is less than \$23,600,000.

CONSIDER THE ALTERNATIVES

If the utility tax does not pass, our options are limited.

1. We could submit both levies to the voters at the current inadequately funded levels, which will become steadily more inadequate.
2. We could submit both levies to the voters at an increased amount, thereby reducing the amount of undedicated money the County and all other jurisdictions will receive under the cap. This will result in direct cuts to those other jurisdictions.
3. We could submit both levies to the voters at an increased amount and submit a GO Bond for the library and/or Juvenile facility. Aside from having to pass three revenue measures, this option would also reduce the amount of money the County and all other jurisdictions will receive under the cap.

Given the political and financial difficulties all of these pose, I would hope the Board at that time would seriously consider the alternative of a countywide payroll or income tax to deal with the library, jail, and juvenile facility, and potentially other local issues. This measure would require extensive negotiations with other jurisdictions concerning their requirements and impacts. If you know that you are not willing to seriously consider and fight for such a proposal, I urge you to go with the utility tax/jail levy plan.

ADVANTAGES OF THE LIBRARY UTILITY TAX AND A FIVE YEAR CORRECTIONS LEVY

1. Removes one major service from the need for regular voter levy approval. Provides the library with their long awaited stable funding source. Eliminates the general fund subsidy for library operations.
2. Enables us to submit an adequately funded corrections levy package for a five year period.
3. Avoids a decision on implementing a local income/payroll tax until we see what the state legislature does and we have a better picture of the overall financial picture of the County.
4. Does not reduce the amount of property tax money available to other local jurisdictions.

There is never a good time and there is never a good tax. Given our political and financial limitations, I believe this is a sound strategy. I urge the Board to approve the Library Board's proposal.

REVENUE ESTIMATES
BASED ON BUDGET OFFICE ESTIMATES

LIBRARY OPERATIONS REQUIREMENTS

\$18,800,000 (1992-3 level)
+ 1,000,000 Program Expansion
+ 1,000,000 Reserve for revenue fluctuations
+ 400,000 Capital/maintenance
+ 200,000 Contingency
\$21,400,000 Total

LIBRARY REVENUES

\$19,000,000 (4% utility tax)
- 1,000,000 (minus 5% exemption)
18,000,000 net
+ 1,500,000 Beginning Balance
+ 700,000 Fees/Fines/Grants
+ 1,200,000 Other Revenue
\$21,400,000 Total Revenue

LIBRARY CAPITAL REQUIREMENTS

\$4,200,000 GF supplement
-2,600,000 COPS for Cental and Midland
\$1,600,000 Available for Juvenile

CORRECTIONS LEVY - ONE EXAMPLE

\$19,700,000 Five year levy to fully operate Inverness Jail
+ 750,000 40 additional A/D beds
+ 2,000,000 Day Reporting Centers
+ 1,000,000 Other Program Needs
\$23,450,000

\$23,800,000 Amount currently levied by the County for library
and corrections

JUVENILE

Facility Requirements
\$2,200,000 Additional COPS in 93-4

Programming Requirements

\$2,000,000 operational needs in 94-5 with new facility

AVAILABLE REVENUES

\$1,600,000 From Library General Fund Savings
+ \$1,800,000 From Current General Fund Subsidy of Inverness
\$3,400,000 Available for Juvenile
+ ? Library compression savings if the Corrections levy
is less than \$23,800,000

BCC ✓

August 12, 1992

Multnomah County Commissioners
Clerk of the Board
1120 S.W. 5th Avenue
Suite 1510
Portland, OR 97204

Re: Electricity Tax for Library Funding

Dear Commissioners:

I like the idea of a library tax on natural gas and electricity to provide funding for our library.

Our Multnomah County Library needs all the help it can get and this tax plan does not tie up the library taxes with property taxes.

So, count this letter as a "yes" vote for electricity Taxes for the library!

Sincerely,

Kathleen Krieger

Kathleen Krieger

KMK:bhs

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 10:53
MULTNOMAH COUNTY
OREGON

BCC ✓

3714 N Baldwin St
Portland 97217

County Commissioners
1021 SW 4th
Portland

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 10:53
MULTNOMAH COUNTY
OREGON

Dear Sirs:

Subject : Library Funding

Taxing natural gas and electricity to provide library revenue is a dumb idea.

I have an all electric house with an average monthly bill of \$1200. A 2% assessment would yeild 25¢, not the \$250 Ginnie projects.

Even more to the point is that I am a heavy library user, who brings home an arm load of books weekly.

I think fees should be directly related to usage and at past community meetings have suggested that borrowing privileges should carry annual fees.

(25/year is probably less than most people already spend for sports events tickets, for example).

Secundly, I do not find the current shortened library hours a hardship.

Sincerely, Charles Ehm

42.381 50 SHEETS 5 SQUARE
42.382 100 SHEETS 5 SQUARE
42.389 200 SHEETS 5 SQUARE
MADE IN U.S.A.



BCC ✓

August 8, 1992

Board of County Commissioners
Multnomah County Courthouse
1021 S. W. Fourth
Portland, Oregon

My wife and I wish to add our voices to what we hope are thousands of other voices in support of your effort to develop a secure base of support for the Multnomah County Library system. We know this has your energetic support because of your past efforts to preserve and enlarge the library system.

Specifically, we are giving enthusiastic support to establish a utility tax to fund library operations. We believe such a tax would be at once reasonable in its burden on most citizens and equitable in its applications. We cannot think of any serious opposition to the notion that preservation and extension of a good library system is one of the important contributions needed to make this area both viable as a society and civilized as a political entity. Libraries are very good for us.

As you consider your actions in the next weeks, count on us to help in any way we can to get this splendid plan accepted by the general public.

Sincerely,

Jean A. Flittie
Jean A. Flittie
George F. Flittie
George F. Flittie

10310 N. E. Russell Ct.
Portland, OR 97220

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 10:53
MULTNOMAH COUNTY
OREGON

BCCV

August 11, 1992

Multnomah County Commissioners
Portland, OR.

Re: Library Tax

Gentlemen;

I support the Library Board proposal for a 2% tax on natural gas and electricity.

Our Libraries are vital assets to our community. Please do what is necessary to preserve and improve these facilities.

A taxpayer and home owner in Multnomah County for over 40 years, I would like to see some positive action. Thank you.

Sincerely,

Ed Hoijer
2764 SW Home Court
Portland, Or. 97219

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 14 AM 10:19

BCC ✓

Please except this as a my
Public testimony -

I Jodi L Murphy am in favor
of the recommendation to tax utilities
to help fund the Multnomah County
Libraries.

Jodi L Murphy
7 Aug 92

Jodi L Murphy
17934 NW Chestnut Ln.
Portland OR 97231-1903

Home 621-3964
work 3354266

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 14 AM 10:19
MULTNOMAH COUNTY
OREGON

BCC ✓

Aug. 12, 1992

To the County Commissioners: Gladys McCoy, Pauline Anderson, Rick Bauman, Gary Hansen, Sharron Kelley:

I am writing to express my strong support for the 2 + 2 utility tax intended to support the Multnomah County Library System. A strong library is vital to every community and indispensable to our future.

As a resident of Portland for more than 11 years and a homeowner and property tax payer for more than six years, I support this new tax. I don't think we really have a choice. To lose the library, which is already severely cut back, would be a dreadful loss indeed.

Sincerely,



BOARD OF
COUNTY COMMISSIONERS
1992 AUG 17 AM 10:23
MULTNOMAH COUNTY
OREGON

Sallie Tisdale

P.O. Box 13775 • Portland, Oregon 97213

County Commissioner

BCCV

Re The tax on Militias; Please
vote NO. I am Senior Citizen, I am
on a limited income, my taxes are defered
I make just over the limit so I cannot
work twenty hours a week thru Senior
Community Service ARP. I have not been
able to get a job on my own, I have
enough trouble paying my utilities now
without any new taxes. PLEASE VOTE
NO.

PAULINE ONEY
4332 S.E. 101ST AVE
PORTLAND, OR 97266-2555

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 18 PM 11:10
MULTNOMAH COUNTY
OREGON



**UNDER THE LIBRARY UTILITY TAX PROPOSAL,
HOW WILL THE LIBRARY'S CAPITAL COSTS BE PAID??**

The Library's critical capital needs total about \$30 million and include the following:

1. CENTRAL LIBRARY

Estimate for Central Library renovation and repair is \$24.6 million. This assumes that the work is ready to go to bid in fall of 1993. Design work by the County Facilities and Property Management staff and the architect should be complete by that date.

2. MORE SPACE FOR MIDLAND LIBRARY

There is also a critical need for a larger facility to serve the neighborhood of the Midland Library, located near 122nd and Burnside. The present site is not ideal for expansion. A new site has not been identified, though some have been considered. The very preliminary cost estimate for this expanded library is \$5.3 million.

The Library Utility Tax will replace all property tax support for library operations, including the present support of \$4 to \$5 million from the County's general fund. **With this money returned to the County's general fund, the Library Board recommends that the Board of County Commissioners assume the obligation for paying the debt service** (on certificates of participation, bonds, or whatever vehicle is recommended by the County finance officer) for funding these critical capital needs.

Other long-term capital needs, including branch renovations, should be able to be financed with the Library Utility Tax.



MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
GLADYS McCOY, CHAIR
PAULINE ANDERSON
RICK BAUMAN
GARY HANSEN
SHARRON KELLEY

M E M O R A N D U M

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

FROM: John L. DuBay
Chief Assistant County Counsel

DATE: August 19, 1992

RE: Utility Tax Ordinance

COUNTY COUNSEL
LAURENCE KRESSEL
CHIEF ASSISTANT
JOHN L. DUBAY
ASSISTANTS
J. MICHAEL DOYLE
SANDRA N. DUFFY
GERALD H. HARRIN
H.H. LAZENBY JR.
STEVEN J. NEMEROW
MATTHEW O'BRYEN
JACQUELINE A. WEBER

BOARD OF
COUNTY COMMISSIONERS
AUG 19 1992
12:03 PM
MULTNOMAH COUNTY
OREGON

I'm suggesting a minor modification of the Energy Utility Tax Ordinance.

This office has received questions whether the ordinance will tax BPA for power sold directly to industrial users in Multnomah County. The ordinance as drafted makes no provisions excepting governmental utility providers. Bill Naito advises the Library Board had no intention to tax BPA.

To expressly exclude governmental utility providers, the definition of "Persons" in Section 2(F) of the proposed ordinance should be amended. (Only "persons" defined in the ordinance must pay the tax.) The amendment should delete the period at the end of the definition and insert the following:

"but not including any municipality, state or federal agency."

This is not a substantive amendment.

O:\FILES\225JLD.MEM\jld

SPEAKER #9
8/20/92

Testimony of
Mike McCoy
Vice President
Northwest Natural Gas Company

I'm Mike McCoy representing Northwest Natural Gas.

We think that the proposed solution for financing libraries will have a negative impact on present and future business and industry in Multnomah County. Businesses operating in Portland already pay utility franchise fees. Imposing an excise tax on utility bills will tell any industry thinking of moving to Multnomah County that they will have to pay 4 percent more for natural gas . . . and 4 percent more for electricity. Why move to Portland when you can avoid Portland's 2 percent utility franchise fee and the county's 4 percent utility tax and 1 percent business tax by locating your business in Clackamas or Washington County? This tax will send a strong signal that we do not welcome business. While the rest of the country is in the throes of a recession, the Pacific Northwest has remained strong economically. However, much of our local industry, such as chemical, metals and forest products companies, compete nationally. They are fighting to keep down their costs so they can compete.

There might be a misunderstanding about taxes that are paid by utilities since passage of Measure 5. For example, the Oregon Public Utility Commission has said that property tax reductions received by Northwest Natural Gas and other utilities because of Measure 5 must be returned to the ratepayer. Anybody who thinks that utilities will receive a tax windfall because of passage of Measure 5 is incorrect.

This proposed excise tax really is a sales tax on utility bills. It has no relationship to the use for which it is imposed. Such a change in tax philosophy should not be imposed by commissioners who will not be in office when it becomes effective. We think that such a major change on taxation policy should be referred to the voters for their approval or their rejection.

Oregon Petroleum Marketers Association

SPEAKER # 14
SUBMISSION
8/20/92

Executive Director

P.O. Box 20278
Portland, Oregon 97220-0278
(503) 257-7588
FAX (503) 257-7970

Administrative Office

200 S.W. Market, Suite 190
Portland, Oregon 97201
(503) 220-2041
FAX (503) 295-3660

August 19, 1992

OFFICERS

President
LILA LEATHERS
Leathers Pro-Sales
Gresham

1st Vice President
LARRY PETRJANOS
Harris Enterprises
Portland

2nd Vice President
GLENN ZIRKLE
Astro-Western Companies
Portland

PMAA Director
JIM COON
McCall Heating Co.
Portland

DIRECTORS

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Salem

STEVE REID
Pioneer International
Portland

BILL TERPENING
Medford Fuel Co.
Medford

MARK YOUNGER
Younger Oil Co.
Albany

NEIL BAKER
Elliott, Powell, Baden & Baker
Portland

GREGG MILLER
Northwest Pump & Equip. Co.
Portland

Immediate Past President
MIKE MORAN
Hays Oil Co.
Medford

Executive Director
D. W. "DOUG" DeHAAN
(consultant)

Ms. Gladys McCoy
Multnomah County Commission
1021 SW Fifth Avenue
Portland, OR 97204

Dear Commissioner McCoy:

I represent the Oregon Petroleum Marketers Association, OPMA, a trade association comprised of petroleum distributors and heating oil dealers. OPMA opposes the imposition of the Library Utility Tax on home heating fuel. The membership of OPMA recognizes the dilemma faced by the county as it attempts to maintain important services, such as public libraries, while facing diminished revenues. However, if the commission looks closely at the age and income demographics of the persons using oil to heat their homes, it will become apparent that this tax will impose a tremendous burden on a group least able to bear it.

A recent survey conducted by a Portland heating oil company dramatically illustrates these points. 34% of the households using oil heat have annual incomes of \$25,000 or less. Of that 34%, 23% earn \$20,000 or less each year. This, in combination with age demographics that show a full 40% of homes heated with oil are occupied by persons 65 years of age or older, present a scenario that deserves the Commission's attention.

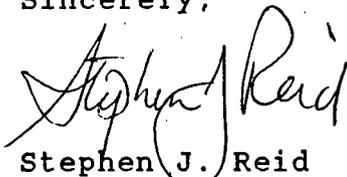
Multnomah County has less than 60,000 homes that heat with oil. These homes are serviced by approximately 52 heating oil dealers serving the Tri-County area. The administrative burden that would be placed on these small companies to determine which invoices are subject to the Multnomah County tax, and then put an accounting system in place to accomplish this, is

August 19, 1992
Letter to Commissioner
Page Two

immense. This, together with the high number of low income households (23% to 34%), will make the task of determining low income eligibility virtually unmanageable. These 52 small companies do not have the staff, expertise, or computer infrastructure to accomplish this without incurring tremendous costs. The Commission must remember that, with few exceptions, these companies consist of 10 employees or fewer.

In closing, OPMA acknowledges the difficult situation faced by the Commission. Yet, when one views the disproportionately high numbers of elderly and low income persons who use oil heat, the wisdom of imposing any increased costs is called into doubt. The addition of a potentially unmanageable administrative burden on 52 small businesses only serves to underscore this point. We urge you to find alternative funding solutions for the county library system that avoid the inherent problems of taxing home heating oil.

Sincerely,



Stephen J. Reid
Oregon Petroleum Marketers Association
Heating Fuel Committee Chairman

SJR/ams

SPEAKER # 22
8/20/92

NORTHWEST INDUSTRIAL GAS USERS

9999 N.E. Worden Hill Road

Dundee, Oregon 97115-9147

Mary Ann Hutton
Executive Director

Telephone: (503) 538-0600
Fax (503) 538-0603

August 17, 1992

Gladys McCoy, Chair
Multnomah County Board of Commissioners
1120 S.W. Fifth, Suite 1410
Portland, OR 97204

RE: Proposed Utility Tax to Fund Multnomah County Library

Dear Chairwoman McCoy:

Multnomah County's search for stable funding sources may be a daunting problem, but the proposed tax on utility services is not the solution. The proposed tax would have an unfair and damaging impact on industries in Multnomah County. This is particularly true for industrial users of natural gas.

First, the proposed tax would hurt the competitiveness of Multnomah County industries using natural gas. Due to major changes in federal and state regulation of natural gas, the provision of natural gas service is no longer a simple, homogeneous service. Natural gas is now bought in a competitive market. To be competitive in today's business climate, industries must carefully manage their gas supply and alternate energy options. They constantly make and readjust decisions on fractions of percentages. In this type of market, a 4% increase is a huge competitive disadvantage. It will hurt industries in Multnomah County in maintaining their competitive edge -- whether their competitors are just next door in an adjoining county or part of an international market.

Second, the proposed tax is unfair to industrial users of natural gas. It hits some types of industrial gas users much harder than others, without relation to size or other rational basis. Industries use energy in different ways depending on the nature of their operation. For some, it is a primary element of the manufacturing process. Large quantities of natural gas may be needed to produce the product, with natural gas thus representing a large percentage of overall product cost. Other industries may use natural gas primarily for space heating and it may represent only a very small percentage of the finished product cost. Thus, the amount of natural gas used by an industry depends more on the type of industrial process involved rather than on the physical or financial size of the business. The proposed tax unfairly penalizes some types of industries more than others solely because of the particular type of product they make.

Gladys McCoy, Commission Chair
August 17, 1992 - Page 2

Third, the proposed tax is fatally flawed. As drafted, the measure raises a multitude of questions. Its administration would be a bureaucratic nightmare. Also, someone must bear the costs of compliance by the providers of utility services. It is not fair to have rates to all customers of those providers go up (not just those customers in Multnomah County) as a result of the county's tax.

This is the time to be supporting the basic industry that provides good paying jobs in Multnomah County, not undercutting their ability to be competitive. Please shelve the proposed utility tax in favor of more fair and suitable methods for funding the Multnomah County library system.

Sincerely yours,


Mary Ann Hutton
Executive Director

SPEAKER #24
8/20/92

August 20, 1992
MULTCO CC - Franchise Fees

Madame Chair and Members of the Commission.

My name is Bob Wiggin 1111 N.E. 192nd Avenue Gresham 97230

First, I am a strong supporter of the Multnomah Library and feel that it should get a top priority in your budget but feel that you are attempting to use the wrong tax vehicle. I do not believe that any government should place a tax on a single service such as utilities for a service as general as our libraries.

Secondly as a Gresham resident I have great concern when I find that the City Budget Committee had to cut a Paramedic from our fire trucks, cut back on some needed police services and reduce other necessary city services then find that I as a Gresham resident have to pay almost \$1.00 per thousand (\$90 for a home worth \$90,000) than if the home was located in Portland. I appreciate it is due to the compression factor in Measure 5. In addition, as a resident of Gresham, I am taxed around \$2 per thousand more (\$180 for a \$90,000 home) by the County than if the home was in Clackamas County. Maybe our Mayor was correct when she said we should move Gresham to Clackamas. Again, I believe that a community should have a viable library system and I would strongly suggest that the Commission go to the voters for a continuation of the levy or some type of bonding to solve the library problem. Thank you.



MULTNOMAH COUNTY COMMUNITY ACTION COMMISSION

421 SW Fifth #200

Portland OR 97204

(503) 248-5464

FAX (503) 248-3332



SPEAKER # 25
8/20/92

STATEMENT TO ACCOMPANY TESTIMONY
REGARDING UTILITY TAX ORDINANCE

Testimony given by Bill Muir, Chairperson, MCCAC

August 20, 1992

The Multnomah County Community Action Commission at its meeting on August 12th voted to oppose the utility tax ordinance. The vote at that meeting was six for the motion to oppose, four against and two abstaining.

In a letter sent to the Board of County Commissioners, the Commission expressed its appreciation to the Library Board for its support of measures to exclude low-income households from any payment of the tax passed through to them by the utility companies. The Commission was pleased to see language in Section 8 of the proposed ordinance which would exclude collection from a portion of the low-income population.

It is the mission of the Community Action Commission to counteract the causes and consequences of poverty and to promote a more equitable distribution of resources. Therefore, the Commission is watchful for means to best protect the interests of low-income citizens of the County.

In the event that it is the pleasure of the Board of County Commissioners to pass a utility tax, or refer it to the voters, I have some suggestions to make in the form of amendments to the ordinance which we feel will better protect the interests of the persons we have been asked to serve. The Commission would welcome the opportunity to work with you and your staff in implementing the amendments.

Amendment 1: In Section 8, Subsection A, amend the proposed ordinance to prohibit collection of utility tax from persons at or below 150% of the federal poverty guidelines.

The ordinance now prohibits collection of tax from persons at or below 100% of federal poverty guidelines. I would suggest that this protects only a minority of persons who would be adversely affected by the tax. Many low-income programs serve persons at a higher percentage of the federal poverty level - for example, the Food Stamp Program (130%) and the Low-Income Energy Assistance Program (150%).

I suggest that the ordinance prohibit the collection of utility tax from persons at or below 150% of federal poverty guidelines. To help you make an assessment of the difference - A four person

household making 100% of the poverty guidelines has an income of \$1162/month. At 150% of the poverty guidelines, the income would be \$1743/month. Even at 150% of the poverty guidelines, a household is likely paying a large portion of its income toward housing alone. These families need protection from the regressivity of this tax.

Amendment 2: Amend the proposed ordinance in Section 8 by adding Subsection C to ensure that households which are exempted will be able to access their exemption through mandating and funding outreach and mandating simple eligibility paperwork and process.

Low-income persons frequently cannot avail themselves of programs intended to serve them. We hope that all persons who are eligible for exemption would know that such protection exists, and that it is not charity, but their legal right to avail themselves of such protection. Outreach should be multi-cultural, multi-lingual and extensive. In addition, we hope that the process of determining eligibility and getting households signed up for exemption would be as automatic and simple as possible.

Therefore, I suggest language such as the following be included in the ordinance:

C. The Administrator shall draft for approval by the Board a procedure to ensure that sufficient outreach is made to persons exempted from any pass-through of this tax, that such outreach is funded by revenue from this tax, and that both the paperwork and procedures for determining eligibility are simple and streamlined.

Amendment 3: Amend the proposed ordinance in Section 6 by adding Subsection C to designate 3% of revenue from the utility tax to be used to fund an energy assistance program for low-income households in order to provide for some offset of increased prices low-income consumers will be paying as pass-through of the tax by business.

Businesses providing basic necessities of life, such as food and clothing, will very likely pass-through their increases in overhead to the consumer. Low-income consumers will suffer an increased burden in meeting basic bills. This burden can be lightened for some consumers through weatherization of their homes and education about energy conservation which will result in lowered utility bills.

Therefore, I suggest that 3% of the revenue from the utility tax be used to fund an energy assistance program for low-income households. Revenue from such a source would be highly appropriate for this program.

An energy assistance program would consist of three separate utility assistance categories:

- A. Crisis Assistance Program: One-time crisis payment per year which a household could receive in the case of a life-threatening situation, supply shortage, or a minor fuel source repair.
- B. Utility Case Management Program: Counseling to households with a history of payment trouble which should help to accomplish self-sufficiency. This would include energy/conservation education, budget counseling and home visits. The household would agree to make co-payments in addition to receiving assistance on utility bills.
- C. Low-Cost/No-Cost Weatherization Program: Weatherization education and on-site technical assistance, as well as, low-cost/no-cost weatherization installations to be completed by the renter/homeowner.

I suggest language such as the following be included in the ordinance:

C. Notwithstanding the dedication of funds solely for library programs in subsections A and B above, three percent (3%) of the revenue collected in this special library fund shall be transferred to a low-income energy assistance fund, administered by the Department of Social Services, Housing and Community Services Division, which is dedicated solely to assisting low-income persons to meet their energy needs through crisis assistance, utility case management and weatherization.

I, as well as the members and staff of the Community Action Commission, are available to assist in fine-tuning this ordinance or in developing future ordinances or procedures necessary to best protect the interests and futures of low-income families in our County. We welcome the opportunity to work with you or your staff.



The League of Utilities and Social Service Agencies
Post Office Box 6566, Portland, Oregon 97228 (503) 282-4347

**Statement to the Multnomah County Board of Commissioners
in Opposition to the Proposed Utility Excise Tax
August 20, 1992**

I am writing to you on behalf of the League of Utilities and Social Service Agencies (LUSSA), a consortium dedicated to helping low-income households meet their energy needs. Our membership represents public and private organizations involved in emergency energy assistance, conservation, and energy education. LUSSA strongly opposes the proposed Multnomah County utility excise tax. The tax is not fair, and the proposed exemption will not make it fair. Enactment of this tax will interfere with efforts to resolve emerging energy problems, and to provide social services to those in need.

Albina Ministerial Alliance

Burnside Projects

Clackamas County Community Action

City of Portland Energy Office

Community Energy Project

Human Solutions, Inc.

Friendly House

Multnomah County Community Action

Neighborhood House

Northwest Natural Gas

Oregon State University Extension Service

Pacific Power

Portland General Electric

Portland Impact

St. Johns YWCA

St. Vincent DePaul

United Way

Washington County Community Action

First and foremost, the utility excise tax is indisputably a regressive tax. Low and moderate income residents of Multnomah County will pay a higher percentage of their income than more affluent residents.

Beyond the basic regressivity, the tax has several unfortunate effects. Large families will pay more. Water heat, on average the second largest component of home energy expenses, is directly related to family size due to number of showers, baths, and dishes. Laundry use, another major component of energy expenses, also goes up with each family member. The utility tax is in this sense a head tax, where each family, regardless of income, must pay a fee for each person in the household.

The tax also has a disproportionate impact on any seniors or people with disabilities who stay at home a large percentage of the time. Staying at home drives up heating costs, particularly for seniors or the chronically ill who tend to be more sensitive to cold.

The proposal attempts to rectify inequities by providing an exemption for households living at or below the poverty level. This will not work. The system requires that low-income people identify themselves as low-income and ask for the tax break. At a time when assistance programs are working to help low-income people to independence, the County introduces another form of dependence, another label for low-income people. Moreover, many working poor will never hear about the exemption. Many others may decide to pay the tax anyway out of pride or even dedication to the library. These people will pay more than their fair share because they did not know that the Multnomah County Commissioners chose to tax them disproportionately. Do not take advantage of them.

Even with the exemption, this tax would hit low-income people. The poverty level guideline requires that a family of four with annual income in excess of \$13,400 would pay the full amount of this tax. A single person working full-time at minimum wage would pay the full amount of this tax. That is simply not fair.

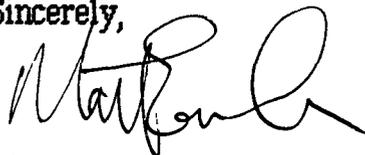
Exacerbating the negative impact of the tax is that the proposal comes at a time of great uncertainty for our region's energy supply, and for programs that help people with low or moderate income. With the questions surrounding the closing of the Trojan nuclear plant, the effects of salmon recovery on hydropower production, and the increased demands of a growing population, we simply do not know how the price of power will change in our area. So even without the tax, low-income residents may face an increase one of their primary budget items.

At the same time, social service budgets at all levels are being slashed. In particular, the federal low-income energy assistance program (LIEAP) is slated for a 41% cut in funding. This money helped offset the costs of winter heating for over 13,000 Multnomah County households last year. This is no time to place an extra burden on those with tight budgets.

Discussion of tax proposals, however, always comes back to the benefits. The library board's position, as stated in newspaper editorials, is that this utility customer tax is the "only way." They deem it necessary and unavoidable. That is usually the response when viewing a tax in isolation, when taking a piecemeal approach. "It's just a little but more for everyone, but look at the benefit." LUSSA cannot accept that position. Low-income people in this area are already vulnerable. Assistance has already been cut.

Finally, this is no time for tinkering. Perhaps the greatest threat to low income people in the County is the unresolved taxation and budget situation throughout all levels of state and local government. The County Commission should be working cooperatively to solve the state's budget problems, not just trying to take care of a single program. All Oregonians want a fair, stable taxation system. We do not want to hear that the first real change in local taxes since Measure 5 is enactment of a regressive, inequitable tax by Multnomah County. LUSSA asks the County Commission to show leadership by rejecting the proposed utility excise tax.

Sincerely,



Matt Emlen

Vice-chair, League of Utilities and Social Service Agencies

SPEAKER # 31
8/20/92



Community Energy Project

4610 N.E. Martin Luther King Jr. Blvd.
P.O. Box 12272
Portland, Oregon 97212
284-6827 284-9403

ADDRESS TO MULTNOMAH COUNTY COMMISSIONERS

ON PROPOSED TAX ON UTILITY BILLS

By: Bob E. Chaples
Executive Director
Community Energy Project, Inc.

Mrs Chairwoman and County Commissioners

Multnomah County Commissioners along with their counterparts for the City of Portland and the City of Gresham adopted a Housing Affordability Strategy to bring affordable housing to low and moderate income residents of Multnomah County.

The proposed tax of 4.00% on the utility bills of residents in Multnomah County is contrary to the Housing Affordability Strategy. Utility costs are a major part of housing expenses that both renters and home owners must bear to have affordable housing. It was recognized in the Housing Affordable Strategy that lowering utility bills through home weatherization was a acceptable strategy to make housing more affordable to low and moderate income residents. This proposed tax of 4.00% on utility bills makes housing less affordable (I repeat less affordable) to residents of Multnomah County and will offset any gains to make housing more affordable through low income weatherization programs in the County.

Multnomah County and Cities of Gresham and Portland will receive millions of dollars of Federal Government assistance to make housing more affordable in their jurisdictions. How I ask can you accept these federal funds if by adoption of this 4.00% tax on Multnomah County resident's utility bills you are making housing less affordable?

I read recently in a article the City of Portland ranked 94th of cities in the United States having affordable housing. This rating does not reflect well on our city and Multnomah County in providing affordable housing for our low to moderate income residents. Therefore I urge you not to approve the 4.00% tax on utility bills which will only increase our rating of being unable to provide affordable housing for our residents.

SPEAKER # 48
8/20/92

August 20, 1992

MULTNOMAH COUNTY COMMISSION
1120 S.W. Fifth Avenue, Suite 1400
Portland, OR 97204

REF: ORDINANCE FOR LIBRARY UTILITY TAX

This testimony is given on behalf of ESCO Corporation, a manufacturer of steel castings for mining and construction equipment, located in Multnomah County. ESCO Corporation employs approximately 800 people in the County, competes worldwide, and is a major user of both electricity and natural gas.

It is our understanding that you will soon be voting on an ordinance designed to fund library-related expenditures by taxing utility consumption. While we support your concern and attention to library needs in the County, we do not believe the utility tax is the correct vehicle to make up any short-fall. Funding for our library system should be borne by the citizenry - those people who will use and gain benefit from the service, and they should have a say in the degree of funding.

It is our understanding that the average cost per household for this tax would be \$2.50 per month, but unfortunately, many utility users are not average. The impact of the 4% utility fee here at ESCO Corporation will be about \$100,000 per year!

As with most proposed ordinances, this one appears to provide a reasonable cost to a great many people. It does not, however, acknowledge the severe impact borne in particular by major industries in the County, and I might add those who are also major employers. Many of these industries, like ESCO, compete in a global market, one in which costs can simply not be passed on to the end customer. Utility costs for many such industries represent a fair portion of end-product cost and this utility tax will put them in an uncompetitive position.

As a company which struggled to survive through the '80's and again in 1991, we feel this tax is both unacceptable and unjust. We urge you to reconsider the ordinance as it is written and the affect it will have on major industries in the County, such as ESCO.

Doug MacGowan

DM: jlr

8/20/92
Submission

Testimony in Favor of Library Utility Tax

August 20, 1992

My name is Angel Lopez, I am the newest member of the Library Board. In my brief tenure, I have been very impressed with the high degree of business acumen and management skill displayed by my fellow Board members.

I have had the opportunity to get up to speed on the past history of the library. I understand that at one time the library was a privately held association. The library was made public in the not too distant past and placed under the auspices of the Multnomah County Commissioners. I am also aware that our funding was stable until the passing of Measure 5.

We are at a significant crossroad here today. You will make a very important choice as to which direction our library is going. Depending on your decision, we will have either a full service library or a warehouse for books. I do not think any responsible citizen wishes the latter.

I read yesterday, with great dismay, the editorial in the Oregonian regarding the future funding of our library and the other services in our community. The tenor of the editorial seemed to indicate that since other communities are making do without libraries, our community should be able to follow suit. I cannot accept this logic. Our community is, in part, as strong as it is today because of the access we have to our libraries. Closing the libraries's doors would put an effective roadblock between ourselves and the valuable information contained in our libraries.

I accepted the position with the Library Board because I believed it was important to perpetuate the positive role the library plays in our community. I still believe this to be the case and I encourage the County Commissioners to accept our recommendation for the utility tax.

Respectfully Submitted,



Angel Lopez
Attorney at Law
Library Board Member

8/20/92
Submission



Oregon Restaurant Association

8565 SW Salish Lane, Suite 120 • Wilsonville • Oregon • 97070
Voice: (503) 682-4422 • FAX: (503) 682-4455 • Toll Free: 1-800-462-0619

TO THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

My name is Larry Harvey and I am with the Oregon Restaurant Association. First, let me emphasize that the Association and all its Multnomah County members have long been supporters of education and the significant role libraries play in that process. We empathize with the libraries and the difficult task of operating on limited budgets. As business owners, we understand how painful it can be to attempt to serve the public with scarce resources. Therefore, we laud the many dedicated librarians and staff members for their efforts.

However, we are opposed to the implementation of a Utility Tax as a funding mechanism. As you already know, it is difficult to operate a successful business in Multnomah County now. Overhead costs, such as license fees and taxes, are causing some business to close and others to choose different locations. Such is the situation with one of our members whose former place of business is located on Northwest 23rd Avenue. A veteran of the restaurant industry, this member finally had to face the facts and close his doors due to the expense of continuing to operate in Portland. Now he and his nearly two dozen employees are seeking employment elsewhere.

We believe increased business costs, such as this tax, will cause more difficulties for business owners and still may not realize the funds necessary to properly operate the county libraries. It is essentially a sales tax upon utility services and extremely regressive. The constituents of Multnomah County have consistently indicated their opposition to this form of taxation. In all fairness to them, it seems only reasonable the voters should be allowed to decide how their libraries should be supported. We believe this issue should be referred to the voters for a final decision.

Thank you for your time and I would be willing to answer any questions you might have.

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance relating to the imposition of an excise tax on the provision of utility services; providing for administration and collection; dedicating the revenues to a special fund for library purposes; and related matters.

Multnomah County ordains as follows:

Section 1. Title

This ordinance shall be known as the Multnomah County Public Library Utility Excise Tax Ordinance.

Section 2. Definitions

For the purposes of this ordinance, unless the context requires otherwise, the terms below are defined as follows:

A. Administrator: the county, city or other governmental agency which administers this ordinance.

08/20/92:1

1 B. Board: Board of County Commissioners of Multnomah County,
2 Oregon.

3
4 C. Gross revenue: All revenues from the sale of utility
5 services and from the use, rental or lease of the operating
6 facilities providing these services derived from within the
7 boundaries of Multnomah County, after adjustment for net write-off
8 of uncollectible accounts. Gross revenue does not include:

9
10 1. Proceeds from the sale of bonds, mortgages, or other
11 evidences of indebtedness, securities or stocks;

12
13 2. Proceeds from sales at wholesale when the purchaser is not
14 the ultimate consumer;

15
16 3. Proceeds from transmission facilities;

17
18 4. Revenues paid directly by the United States of America or
19 its agencies;

20
21 5. Revenues paid directly by municipalities;

22
23
24
25
26
08/20/92:1

1 6. Revenues paid directly by families, family units,
2 unrelated individuals and/or households below the poverty
3 guidelines established annually by the Administrator, as set
4 forth in Section 7 of this ordinance;

5
6 7. Revenues from the sale of electrical energy not consumed
7 within Multnomah County; and

8
9 8. Revenues from the lease of residential space heaters.

10
11 D. Library: the public library system of Multnomah County,
12 Oregon.

13
14 E. Municipality: Any city, political subdivision, municipal
15 corporation, or district organized and existing pursuant to the
16 laws of the State of Oregon, including school districts.

17
18 F. Person: Individuals, joint ventures, partnerships,
19 corporations, their officers, employees, agents, assignees,
20 trustees or receivers, or any other legal entity whatsoever, but
21 not including any municipality, state, or federal agency.

22
23 G. Utility Service: All electrical energy, all natural gas,
24 and petroleum products used for heating.

25
26
08/20/92:1

1 Section 3. Interpretation

2
3 For the purpose of this ordinance, words in the singular
4 number include the plural, the word "shall" is mandatory and not
5 directory, and the term "this ordinance" shall be deemed to
6 include all amendments hereafter made.

7
8 Section 4. Administration

9
10 In order to carry out the duties imposed by this ordinance,
11 the Administrator

12
13 A. May recoup from the library all reasonable costs of the
14 administration of this ordinance; and

15
16 B. Shall draft for approval by the Board the rules and
17 regulations necessary for the administration of this ordinance,
18 including but not limited to, a procedure to implement the poverty
19 guidelines and an administrative appeal procedure; and

20
21 C. Shall have the authority to do the following acts, which
22 enumeration shall not be deemed to be exclusive, namely:
23 administer oaths; audit records; certify to all official acts;
24 subpoena and require attendance of witnesses at hearings; require
25 the production of relevant documents; swear witnesses; and take
26 testimony of any person by deposition.

08/20/92:1

1 Section 5. Contracts

2
3 The Board may contract with a city or other governmental
4 agency for the administration of all, or any portion, of this
5 ordinance.

6
7 Section 6. Imposition of Tax and Dedication of Revenues

8
9 A. Commencing on the effective date of this ordinance, an
10 excise tax is imposed upon every person providing a utility
11 service within the boundaries of Multnomah County, at the rate of
12 two percent (2%) of the gross revenue. Revenue derived from the
13 imposition of this tax shall be placed in a special fund and
14 dedicated solely to library purposes, including but not limited
15 to, the cost of administering this ordinance, ordinary capital
16 needs and operational services.

17
18 B. Commencing on July 1, 1993, in addition to the tax imposed
19 under subsection (A) of this section, an excise tax is imposed
20 upon every person providing a utility service within the
21 boundaries of Multnomah County, at the rate of two percent (2%) of
22 the gross revenue. Revenue derived from the imposition of this
23 tax shall be placed in the same special fund and dedicated solely
24 to the same library purposes as set forth in subsection (A).

25
26
08/20/92:1

1 Section 7. Poverty Guidelines

2
3 A. Within thirty (30) days of the annual publication of the
4 federal poverty guidelines, the Administrator shall draft poverty
5 guidelines for approval by the Board and shall thereafter
6 distribute them to the persons subject to this tax.

7
8 B. The Administrator and the Board may use the federal
9 poverty guidelines promulgated by the Office of the Secretary of
10 the Department of Health and Human Services, may use another
11 agency's adaptation of the guidelines, or may create its own
12 adaptation of the guidelines.

13
14 C. Until the Administrator's first determination in 1993, the
15 1992 federal poverty guidelines promulgated by the Office of the
16 Secretary of the Department of Health and Human Services pursuant
17 to 42 USC 9902(2) shall apply:

18
19
20
21
22
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26
08/20/92:1

	<u>Size of Family Unit</u>	<u>Poverty Guideline</u>
1		
2		
3	1	\$ 6,810
4	2	\$ 9,190
5	3	\$11,570
6	4	\$13,950
7	5	\$16,330
8	6	\$18,710
9	7	\$21,090
10	8	\$23,470

11

12 Each additional member, add \$2,380.

13

14 D. Until the Administrator's first determination in 1993, the

15 definitions of family, family unit, household, income, and

16 unrelated individual set forth in the Federal Register, February

17 14, 1992, pp. 5456-5457, shall apply.

18

19 Section 8. Collection of Utility Tax Prohibited

20

21 A. Utility providers shall not include the United States of

22 America or its agencies, municipalities, or families, family

23 units, households and/or unrelated individuals below the poverty

24 guidelines in any pass-through of this tax.

25

26

08/20/92:1

1 B. The Administrator shall draft for approval by the Board a
2 procedure by which the persons subject to this tax shall be
3 reimbursed for the reasonable cost of implementing the poverty
4 guidelines.

5
6 Section 9. Returns and Remittance

7
8 A. Each person providing a utility service shall, on or
9 before the twentieth (20th) day of each month, file a verified
10 return with the Administrator. The return shall be on the forms
11 supplied or in the manner prescribed and shall state the gross
12 revenue and other information required to determine the tax to be
13 paid for the preceding one month period.

14
15 B. Each person shall, at the time of filing the verified
16 return, remit to the Administrator the amount of the tax.

17
18 C. If any person required to file the first return and pay
19 the tax imposed therein is unable, despite diligent effort, timely
20 to submit a verified return, the person shall submit a return as
21 accurate as possible, based on good faith estimates, and shall pay
22 the tax accordingly. Such return may be amended and additional
23 tax paid thereon, at the next required return filing date;
24 thereafter, claims for refunds and demands for deficiency payments
25 shall be made as provided in Section 10.

26
08/20/92:1

1 Section 10. Return Review, Deficiencies and Refunds

2
3 A. The Administrator shall examine all returns filed and
4 shall verify the accuracy thereof and the correct amount of the
5 tax imposed by this ordinance. If the tax imposed is greater than
6 the amount remitted, the Administrator shall mail a notice of the
7 deficiency to the person filing the return. The amount of the
8 deficiency shall be paid, unless hearing is requested, within
9 thirty (30) days from the date of the notice. If the tax imposed
10 is less than the amount remitted, the Administrator shall give
11 notice and refund the overpayment to the person who made it.
12

13 B. A claim for a refund shall be made by giving written
14 notice to the Administrator within sixty (60) days from the date
15 of filing the return upon which the claim is based. The right to
16 claim a refund is thereafter waived. No interest shall be paid on
17 any refund.
18

19 1. The Administrator may deny the full amount claimed, refund
20 the full amount claimed, or allow only part of the amount
21 claimed. The Administrator shall give notice of the
22 determination.
23

24 2. Claims for refunds are not assignable.
25
26

08/20/92:1

1 Section 11. Delinquent Taxes and Interest

2
3 All taxes which are not remitted on the dates specified are
4 delinquent, except as provided in Section 9(C). Delinquent taxes
5 shall bear interest at the rate of one percent (1%) per month, or
6 fraction thereof, until paid.

7
8 Section 12. Fraudulent Returns

9
10 If a false or fraudulent return is filed with the intent to
11 evade or reduce the tax imposed by this ordinance, or with
12 intentional disregard of this ordinance but without intent to
13 defraud, there shall be added the amount of interest imposed by
14 Section 11 of this ordinance plus an amount equal to fifteen
15 percent (15%) of the total amount of the deficiency, which
16 interest and penalty shall become due and payable within ten (10)
17 days after notice and demand by the Administrator.

18
19 Section 13. Tax As Debt

20
21 The tax imposed by this ordinance and any interest and
22 penalties thereon shall be a debt due and owing to Multnomah
23 County and may be collected by civil action in the name of
24 Multnomah County.

25
26
08/20/92:1

1 Section 14. Records
2

3 Each person shall keep and preserve, for a period of three (3)
4 years from the date required for filing the return, such records,
5 books and accounts as may be necessary to determine the amount of
6 gross revenues upon which this tax is imposed. All such records,
7 books and accounts shall be open for examination by the
8 Administrator at any reasonable time and at any reasonable place
9 within the county.

10
11 Section 15. Penalties
12

13 A. It shall be a violation of this ordinance and unlawful for
14 any person to refuse to make any return required by this
15 ordinance, to make any false or fraudulent return, or to fail or
16 refuse to make payment to the Administrator of any tax due under
17 this ordinance, or in any manner to evade the collection and
18 payment of the tax, or any part thereof, imposed by this
19 ordinance, or to aid or abet other persons in any attempt to evade
20 the collection and payment of the tax imposed by this ordinance.
21 Such a violation shall be deemed a county offense and shall be
22 punishable, upon conviction, by a fine of not more than one
23 thousand dollars (\$1000) or by imprisonment in the county jail for
24 not more than six (6) months, or by both such fine and
25 imprisonment.

26
08/20/92:1

1 B. Any officer, director, partner, or other individual having
2 direction or control over any person violating this ordinance
3 shall be subject to the fine and imprisonment provided by this
4 Section.

5
6 C. Each twenty-four (24) hour continuance of any violation
7 shall constitute a distinct and separate offence.
8

9 Section 16. Writ of Review

10
11 Review of any action of the Administrator taken pursuant to
12 this ordinance or of any rules and regulations promulgated by the
13 Administrator shall be by writ of review.
14

15 Section 17. Separability

16
17 If any section, subsection, sentence, clause, phrase or
18 portion of this ordinance is for any reason held invalid or
19 unconstitutional by a court of competent jurisdiction, such
20
21
22
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08/20/92:1

1 portion shall be deemed a separate, distinct and independent
2 provision, and such holding shall not affect the validity of the
3 remaining portions of this ordinance.
4

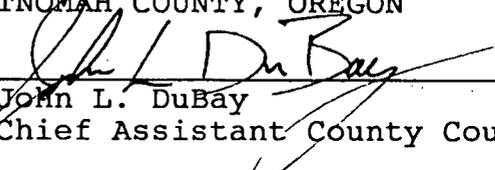
5 Section 19. Adoption
6

7 Adopted this _____ day of _____, 1992, being the date
8 of its _____ reading before the Board of County Commissioners of
9 Multnomah County, Oregon.
10

11
12
13 By _____
14 GLADYS MCCOY, CHAIR
MULTNOMAH COUNTY, OREGON
15

16 REVIEWED:

17 LAURENCE KRESSEL, COUNTY COUNSEL
18 MULTNOMAH COUNTY, OREGON

19 By 
20 John L. DuBay
Chief Assistant County Counsel

21 I:\FILES\UTILTAXO.ORD\st
22
23
24
25
26

08/20/92:1

#1

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Jo Ann Allen Black united fund

ADDRESS P.O. Box 12406

STREET
Portland, OR 97217

CITY ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-2

SUPPORT X OPPOSE

SUBMIT TO BOARD CLERK

AUG 20 1992

Meeting Date: _____

Agenda No.: R-2

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING August 20, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Jo Ann Allen

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):

In the Matter of Proclaiming September 1, 1992 as Black United Fund of Oregon Day in Multnomah County

*8/20/92 original to Jo Ann Allen
8/21/92 copy to Kathy Millard*

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 13 AM 9:58

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gregory McCarty*

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Proclaiming)
September 1, 1992 as Black United Fund) PROCLAMATION
of Oregon Day in Multnomah County) 92-147

WHEREAS, September 1, 1992 marks the beginning of the Black United Fund of Oregon's annual fund-raising campaign; and

WHEREAS, the Black United Fund of Oregon assists in the social and economic development of Oregon's disadvantaged communities; and

WHEREAS, the Black United Fund of Oregon initiates programs to address unmet needs in low-income communities; and

WHEREAS, the Black United Fund of Oregon has a history of assisting agencies working in the vital areas of education, employment, social justice, economic development, health care and the arts.

NOW, THEREFORE, BE IT PROCLAIMED, that September 1, 1992 is Black United Fund of Oregon day and that the Board of County Commissioners call upon all citizens to support Black United Fund of Oregon's efforts to improve the quality of life for all Oregonians.

ADOPTED this 20th day of August, 1992.

MULTNOMAH COUNTY, OREGON

By Gladys McCoy
Gladys McCoy, County Chair



HAD TO LEAVE

PLEASE PRINT LEGIBLY!

MEETING DATE 8/20/92

NAME Gloria Schiewe

ADDRESS 1125 SEMADISON

STREET PORTLAND OR

CITY 97214 ZIP CODE

I WISH TO SPEAK ON AGENDA ITEM # R-3

SUPPORT _____ OPPOSE _____

SUBMIT TO BOARD CLERK

Meeting Date: AUG 20 1992

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Proclamation

AGENDA REVIEW/
BOARD BRIEFING _____ REGULAR MEETING August 20, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION Chair's Office

CONTACT Kathy Millard TELEPHONE 248-3308

PERSON(S) MAKING PRESENTATION Ron Fortune

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):

In the Matter of Proclaiming September 7-12 as Union Label Week
in Multnomah County 8/21/92 original & copy to Kathy Millard

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Gladys McCoy*
Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 AUG 13 AM 9:52
MULTNOMAH COUNTY
OREGON

AUG 20 1992

BOARD OF
COUNTY COMMISSIONERS

Meeting Date: _____

Agenda No.: R-4

1992 AUG 13 AM 8:58 (Above Space for Clerk's Office Use)

MULTNOMAH COUNTY
OREGON

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution supporting Johnson Creek Resources
Managment Program

BCC Informal August 18 BCC Formal August 20
(date) (date)

DEPARTMENT Non-Departmental DIVISION Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Gregory Chew

ACTION REQUESTED

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 15 minutes

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

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

Directs staff to participate in Resources Management Program
8/21/92 copies to Robert Trachtenberg

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Supporting the)
Development of a Coordinated Resources)
Management Program to Restore and) RESOLUTION
Maintain the Environmental Quality) 92-149
of Johnson Creek)

WHEREAS, Johnson Creek flows through the jurisdictions of Multnomah County, Clackamas County, Gresham, Happy Valley, Milwaukie and Portland;

WHEREAS, Johnson Creek has been declared a water quality-limited stream by the State of Oregon Department of Environmental Quality (DEQ) due to continuing pollution and sedimentation which greatly reduces quality and quantity of human, fish and wildlife habitat and flooding that continues to endanger life and property;

WHEREAS, it is in the best interest of the public to cooperatively develop a basin-wide Resources Management Program to restore and maintain the environmental quality of Johnson Creek including demonstration projects and acquiring necessary permits for projects to mitigate water quality and flooding problems and to enhance habitat;

WHEREAS, the Johnson Creek Corridor Committee (JCCC) has been established with broad representation from the affected cities, counties, local citizenry, neighborhoods, environmental groups, businesses, and State and Federal regulatory and resource agencies;

WHEREAS, the goals of the JCCC are to improve water quality, reduce flooding, improve the human environment and preserve and protect natural resources in the Johnson Creek basin;

WHEREAS, Multnomah County is participating with the jurisdictions of Clackamas County, Gresham, Happy Valley, Milwaukie and Portland in cooperative efforts to address NPDES permit requirements and to enhance the combined recreational opportunities and potential along the Springwater Trail Corridor through joint planning;

THEREFORE, BE IT RESOLVED that Multnomah County supports the JCCC and its stated goals for Johnson Creek by reaffirming membership on the JCCC through the participation of its representatives, Commissioner Sharron Kelley and Parks Director Charlie Ciecko, and will support the development of a coordinated basin-wide Resources Management Program to solve water quality, flooding and natural resource problems on Johnson Creek; and

BE IT FURTHER RESOLVED, to carry out these goals, Multnomah County, through its designated representatives, will:

- 1) Coordinate with the departments inside as well as other agencies outside its jurisdiction to produce the highest level of communication and avoid duplication of effort;
- 2) Seek to coordinate its NPDES Stormwater permits and planning process where appropriate to achieve the best possible basin-wide results;
- 3) Evaluate the opportunities to cooperatively plan and/or develop recreational facilities, particularly those associated with the Springwater trail Corridor;
- 4) Work cooperatively to identify, evaluate and implement early action demonstration projects and other elements of the basin-wide Resources Management Program to solve Johnson Creek problems and take advantage of opportunities within their jurisdiction; and
- 5) Seek to implement the Resources Management Program and evaluate sole or joint permit application for permits required, evaluate opportunities to secure project funding, provide staff support for projects within its jurisdiction, and promote best management practices.

ADOPTED this 20th day of August, 1992.

MULTNOMAH COUNTY, OREGON



By Gladys McCoy
Gladys McCoy, County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By John L. DuBay
John L. DuBay
1679-1

BOARD OF
COUNTY COMMISSIONERS

Meeting Date: AUG 20 1992

Agenda No.: R-5

1992 AUG 13 AM 8:57

(Above Space for Clerk's Office Use)

MULTNOMAH COUNTY
OREGON

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Resolution Authorizing Participation in the Joint Cable Regulation Consolidation Task Force

BCC Informal August 18 BCC Formal August 20
(date) (date)

DEPARTMENT Non-Departmental DIVISION Commissioner Kelley

CONTACT Robert Trachtenberg TELEPHONE 248-5213

PERSON(S) MAKING PRESENTATION Julie Omelchuck

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):

Directs staff to participate in Consolidation Task Force

8/21/92 copy to Robert Trachtenberg, Kathy Thibodeau and Julie Omelchuck

(If space is inadequate, please use other side)

SIGNATURES

ELECTED OFFICIAL Sharon Kelley

Or

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing Participation)
in the Joint Cable Regulation Consolidation) Resolution
Task Force) 92-150
)
)

WHEREAS, cable television regulation in Multnomah County is presently handled by two cable regulatory commissions and staff offices;

WHEREAS, the Multnomah Cable Regulatory Commission ("MCRC") represents the cities of Gresham, Troutdale, Wood Village, Fairview, and unincorporated Multnomah County, and oversees a franchise with Paragon Cable serving approximately 45,000 subscribers;

WHEREAS, the City of Portland has established the Portland Cable Communications Regulatory Commission ("PCRC") under City Code Chapter 3.115 to oversee franchises with three cable companies (Paragon Cable, TCI Cable, and Columbia Cable) serving approximately 100,000 subscribers;

WHEREAS, current cable systems cross jurisdictional boundaries and can best be regulated by cooperative arrangements among governments; and

WHEREAS, participating jurisdictions have informally agreed to create a task force to consolidate cable regulatory commissions in order to improve efficiencies and economies in the delivery of services without sacrificing the effectiveness of community programming and access services.

THEREFORE, BE IT RESOLVED that Multnomah County authorizes the establishment of a Joint Cable Regulation Consolidation Task Force ("Task Force"); and

BE IT FURTHER RESOLVED that the Task Force shall include appointed representatives of the MCRC, the PCRC, Multnomah County, and the cities of Portland, Gresham, Troutdale, Wood Village, and Fairview, and such other participants and advisors as the Task Force may deem necessary to carry out its functions; and

BE IT FURTHER RESOLVED that the Task Force shall recommend to the participating jurisdictions a proposal to (1) Form a single cable regulatory commission; (2) Enable the provision of administrative support for the consolidated commission at fiscal savings from the current structure, without sacrificing regulatory effectiveness; (3) Include a provision to allow other interested jurisdictions to

participate in the future should they elect to do so; and (4) Establish a mechanism that would facilitate future consolidation of the east side Paragon cable franchises without reducing public benefits provided under the current separate agreements; and

BE IT FURTHER RESOLVED that the Task Force shall provide periodic progress reports to the participating jurisdictions as necessary, and that a final report and recommendations be submitted to participating jurisdictions by November 2, 1992.

ADOPTED this 20th day of August, 1992.

MULTNOMAH COUNTY, OREGON



By Gladys McCoy
Gladys McCoy, County Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
for Multnomah County, Oregon

By H. H. Lazenby, Jr.
H. H. Lazenby, Jr.
1679-3

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Establishing a Task) RESOLUTION
Force to Review Policies and Procedures)
for Awarding, Monitoring and Evaluating)
Service Contracts)

WHEREAS, the County currently does considerable contracting for services in the Departments of Health, Community Corrections, and Social Services. Within Social Services, services are contracted in the Divisions of Aging Services, Juvenile Justice, Housing and Community Services, and Social Services (including programs in mental and emotional disabilities, developmental disabilities, child and adolescent mental health, alcohol and drug, and the youth program office), and

WHEREAS, the passage of Measure 5 has forced state and local governments to look for greater cost efficiencies and program accountability, and

WHEREAS, there are different procedures for awarding or renewing service contracts within the County, and

WHEREAS, the 1991 Peat Marwick Audit Report suggested that the County "formally review and revise as appropriate all subcontractor review procedures to integrate the requirements of OMB A-133, or other relevant compliance requirements, if any, in order to avoid County inefficiency due to duplication or procedures already performed by the subcontractors' independent auditors". While the recommendation arose from a review of contract compliance work in Social Services, implementation of the recommendation has implications throughout the County, and

WHEREAS, the Mental and Emotional Disabilities System Review Task Force, a citizen group reviewing issues within the MED system, issued a Report in April, 1992, recommending that:

"a consistent method that reduces duplication of efforts must be developed for awarding, monitoring, and evaluating service contracts within the MED system and across other County divisions.

Presently, processes for awarding and monitoring contracts can differ within the County. These methods differ further from those of other jurisdictions and other funding sources. Ultimately, this results in cumbersome reporting for community subcontractor provider agencies. Reduced duplication would enable community subcontractor providers to devote greater attention to direct service delivery.

Efforts to reduce this duplication have begun on a program wide basis and should be integrated into the efforts of a proposed countywide contract review task force."

NOW, THEREFORE BE IT RESOLVED, that:

I. Establishment of Task Force on Contracting

A. The Board of County Commissioners hereby establishes a Task Force on Policies and Procedures for Awarding, Monitoring, and Evaluating Service Contracts.

B. The Task Force shall consist of 15 representatives from the following areas:

County program staff from Departments and Divisions doing significant contracting of services (total of 7)

Department of Health (1)

Department of Community Corrections (1)

Department of Social Services (1)

Juvenile Justice Division (1)

Aging Services Division (1)

Housing and Community Services Division (1)

Social Services Division (1)

Purchasing, Contracts Administration (2)

Community Based Service Providers (4)

Citizens/Consumers from Current Advisory Committees (2)

C. Members of the Task Force shall not receive compensation. The Task Force shall be staffed by Board Staff. County Counsel, Finance, and Budget shall provide assistance as needed. The Task Force shall form subcommittees as needed and will seek input, as appropriate, from state agencies, community foundations or funds/federations, and other governmental bodies.

II. Task Force Report

A. The Task Force shall complete the following workplan:

1. Recommend goals/criteria for why the county may choose to contract for services

2. Describe the current policies and processes for awarding contracts for service. Identify potential areas for discussion.

3. Determine what is required by County, State and federal statutes and regulations. Determine how flexible or willing to change County, state and federal funding sources are in their requirements.

4. Analyze how well the current contracting process meets the recommended goals/criteria.

5. Identify barriers to achieving a more efficient and effective contracting system

6. Define problem areas and suggest alternatives to different elements of the current contracting process. Elements of the contracting process include:
 - a. needs assessment
 - b. program planning
 - c. organizational issues
 - d. qualifying contractors
 - e. developing requests for proposals
 - f. funding and reporting restrictions of the funder
 - g. letting bids
 - h. awarding contracts
 - i. monitoring the financial and programmatic aspects of the contract
 - j. evaluation
 - k. contract renewal
7. Evaluate alternatives based on:
 - a. improved services to clients
 - b. cost savings
 - c. adequacy of financial and programmatic reporting
 - d. ability to generate evaluative information
 - e. reduction in reporting time and paperwork for the governmental units and contractors
 - f. accountability
 - g. access to public funds
 - h. stability of service system
 - i. cultural diversity
 - j. legal constraints
 - k. non duplication
 - l. other criteria as suggested by the Task Force
8. Recommend additional study as needed, especially involving interjurisdictional cooperation.

III. Due Date for Report

1. The Task Force shall report to the Board of Commissioners by March 1, 1993. If appropriate, the Board would welcome a preliminary report by November 1, 1992, recommending items for the County's legislative agenda.
2. The Task Force shall terminate following the issuance of a final report, unless the Board gives an additional charge.

ADOPTED THIS _____ DAY OF AUGUST, 1992

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By _____

Gladys McCoy, Chair

REVIEWED

Peter Livingston

Laurence Kressel, County Counsel
By Peter Livingston, Assistant

2427 2-4 7-20-92

BEFORE THE BOARD OF COUNTY COMMISSIONERS
OF MULTNOMAH COUNTY

In the Matter of Establishing a Task Force to Review Policies and Procedures for Awarding, Monitoring and Evaluating Service Contracts) RESOLUTION
92-151
)

WHEREAS, the County currently does considerable contracting for services in the Departments of Health, Community Corrections, and Social Services. Within Social Services, services are contracted in the Divisions of Aging Services, Juvenile Justice, Housing and Community Services, and Social Services (including programs in mental and emotional disabilities, developmental disabilities, child and adolescent mental health, alcohol and drug, and the youth program office), and

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Aging Services Division (1)

Housing and Community Services Division (1)

Social Services Division (1)

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 - i. monitoring the financial and programmatic aspects of the contract
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7. Evaluate alternatives based on:
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 - h. stability of service system
 - i. cultural diversity
 - j. legal constraints
 - k. non duplication
 - l. other criteria as suggested by the Task Force
8. Recommend additional study as needed, especially involving interjurisdictional cooperation.

III. Due Date for Report

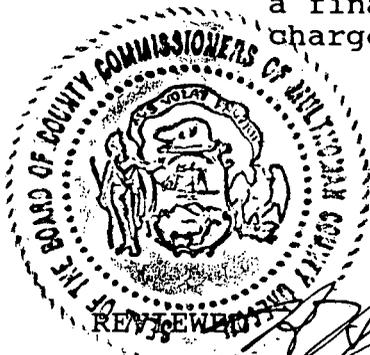
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2. The Task Force shall terminate following the issuance of a final report, unless the Board gives an additional charge.

ADOPTED THIS 20th DAY OF AUGUST, 1992

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

By

Gladys McCoy
Gladys McCoy, Chair



Laurence Kressel, County Counsel
By H. H. Lazenby, Jr.

2427 2-4 7-20-92

Meeting Date: ~~AUG 06 1992~~ ~~AUG 13 1992~~

Agenda No.: ~~R-18~~ ~~R-3~~

(Above space for Clerk's Office Use) ~~AUG 20 1992~~

R-7

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: submitting to voters whether legislation should be adopted
for creating a single consolidated government.

BCC Informal Aug. 4, 1992 BCC Formal Aug. 6, 1992
(date) (date)

DEPARTMENT Non-departmental DIVISION _____

CONTACT Mike Delman TELEPHONE 5219

PERSON(S) MAKING PRESENTATION Commissioner Gary Hansen

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL

ESTIMATED TIME NEEDED ON BOARD AGENDA: 10 minutes

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

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

By submitting this to the voters by the BCC and not METRO, all voters
of the county would be able to vote on this matter, not just the voters
within the METRO boundaries of Multnomah County.

TABLED

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL *Sharon Kelley*
Or _____

DEPARTMENT MANAGER _____

(All accompanying documents must have required signatures)

BOARD OF
COUNTY COMMISSIONERS
1992 JUL 30 AM 11:45
MULTNOMAH COUNTY
OREGON

gun control petition

15th & NW OTT

personal complaint 6/16/80

ORDINANCE FACT SHEET

Ordinance Title: An ordinance submitting to the voters the question
of whether legislation should be adopted to authorize
to abolish the 3 tri-counties and create a single govt.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefited, other alternatives explored):

Give all voters of Multnomah County the opportunity to vote on this measure.

What other local jurisdictions in the metropolitan area have enacted similar legislation?
none

What has been the experience in other areas with this type of legislation?
very little.

What is the fiscal impact, if any?
There is no immediate fiscal impact. If the voters approve the measure there would be change in our form of government by Jan 1, 1994

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Mike Nelson

Planning & Budget Division (if fiscal impact): _____

Department Manager/Elected Official: [Signature]

POET age of energy : average
total

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS
2 FOR MULTNOMAH COUNTY, OREGON
3 ORDINANCE NO. _____
4

5 An ordinance submitting to the voters the question of whether
6 legislation should be adopted to authorize the voters to abolish
7 Multnomah, Washington and Clackamas Counties, the Metropolitan
8 Service District and Tri-Met, and create a single consolidated
9 government.

10 Multnomah County ordains as follows:

11 SECTION I. FINDINGS

12 A. In November of 1990 the voters of the State of Oregon,
13 including a majority vote in the counties of Multnomah, Washington,
14 and Clackamas, passed Measure 5 limiting property taxes; and

15 B. Throughout 1991 and 1992, the print and electronic media
16 have all editorialized about the need for government consolidation;
17 and

18 C. Locally elected commissioners from Washington and
19 Multnomah Counties and the City of Portland have written and spoken
20 about government consolidation; and

21 D. The voters of the region have expressed their discontent
22 with the cost of government through passage of Ballot Measure 5;
23 and

24 E. Politicians, academics, and civic leaders have expressed
25 their opinion on government organization innumerable times; and

26 F. There has been no opportunity to hear directly from the

07/30/92:1

1 voters of the region on their preference for metropolitan
2 government form; and

3 G. Abolishing Metro, Tri-Met, Multnomah, Washington, and
4 Clackamas Counties and their replacement by a single government
5 entity would provide one elected government comprised of no more
6 than nine full time elected councilors and a separately elected
7 full time executive to replace the existing four elected bodies
8 consisting of 29 elected and seven appointed officials and, thus,
9 make the new government both more accessible and more accountable
10 to the persons it serves; and

11 H. An advisory vote on abolishing existing governments and
12 creating a consolidated entity would give Multnomah County voters
13 the opportunity to express their views on the issues; and

14 I. Pending a vote on this matter, the Intergovernmental
15 Relations Officer and the Board of County Commissioners should
16 draft implementing legislation for inclusion in the District's
17 recommended legislative agenda for the 1993 General Session of the
18 Oregon Legislature;

19 SECTION 2. ADVISORY BALLOT MEASURE

20 A. The Board of County Commissioners hereby submits to
21 qualified voters of the County the question as set forth in the
22 attached Exhibit A as an Advisory Ballot Measure.

23 B. The measure shall be placed on the ballot for the General
24 Election held on the 3rd day of November 1992.

25 C. The County shall cause the Ballot Title attached as
26 Exhibit A to be submitted to the Elections Officer and the

07/30/92:1

1 Secretary of State in a timely manner as required by law.

2 D. The Intergovernmental Relations Director working with the
3 Board of County Commissioners and Metro shall immediately commence
4 preparation of implementing legislation for review and approval by
5 the Board of County Commissioners to be transmitted to the 1993
6 General Session of the Oregon Legislature.

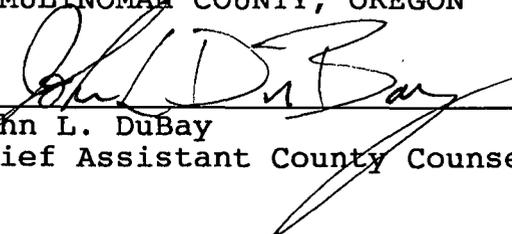
7 ADOPTED this _____ day of _____, 1992, being
8 the date of its _____ reading before the Board of County
9 Commissioners of Multnomah County, Oregon.

10 (SEAL)

11 _____
12 Gladys McCoy, Chair
13 Multnomah County, Oregon

14 REVIEWED:

15 LAURENCE KRESSEL, COUNTY COUNSEL
16 FOR MULTNOMAH COUNTY, OREGON

17 By 
18 John L. DuBay
19 Chief Assistant County Counsel

20 O:\FILES\502JLD.ORD\mw

21
22
23
24
25
26
07/30/92:1

Exhibit A

Ballot Title

Caption: Consolidation of Metro, Tri-Met, metropolitan area counties into new county.

Question: Should county officials seek legislation allowing voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with a new county?

Summary: This is a non-binding advisory vote. Yes vote asks county officials to seek state law change. New law would permit voters to replace Metro, Tri-Met, Multnomah, Washington and Clackamas counties with one new county. First year operating expenses must be 10% less than operating expenses of all replaced governments for year before. Nine or less full time members of governing body would be elected from districts. A county executive officer would be elected. Present governments exist until new officials take office.

Meeting Date: AUG 20 1992

Agenda No.: R-8

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM
(For Non-Budgetary Items)

SUBJECT: Adoption of Multnomah County's Investment Policy

BCC Informal 8/18/92 BCC Formal 8/20/92
(date) (date)

DEPARTMENT Mgmt Support Services DIVISION Finance/Treasury

CONTACT Patricia Shaw TELEPHONE x 3290

PERSON(S) MAKING PRESENTATION Patricia Shaw

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION 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):

ORS 294.135 requires Municipalities to annually adopt a written investment policy.

This policy has been reviewed by the Investment Advisory Board and the Oregon Short Term Fund Board.

8/21/92 copies to Patricia Shaw

(If space is inadequate, please use other side)

SIGNATURES:

ELECTED OFFICIAL _____

OR

DEPARTMENT MANAGER *Paul Boyer* *W. J. Reynolds*

(All accompanying documents must have required signatures)

CLERK OF
COUNTY CLERK'S OFFICE
1992 AUG 12 AM 10:04
MULTNOMAH COUNTY
OREGON

BEFORE THE BOARD OF COUNTY COMMISSIONERS

MULTNOMAH COUNTY, OREGON

In the matter of adopting)
Multnomah County's Investment) RESOLUTION NO. 92-152
Policy.)

WHEREAS, ORS 294.135 requires Municipalities adopt a written Investment Policy;

WHEREAS, Multnomah County's Investment Policy has been reviewed by the Oregon Short Term Fund Board and the Investment Advisory Board.

THEREFORE, BE IT RESOLVED:

1. Multnomah County, Oregon adopts the Investment Policy set forth in Exhibit A.
2. The Finance Director or Treasury Manager is authorized to administer the Investment Policy.

This Resolution replaces Resolution No. 91-125.

Adopted this 20th day of August, 1992.



By Gladys McCoy
Gladys McCoy, Chair
Multnomah County, Oregon

John Dubay
John Dubay, County Counsel
of Multnomah County, Oregon

EXHIBIT A

MULTNOMAH COUNTY, OREGON

INVESTMENT POLICY

1. Scope

This investment policy applies to all activities of Multnomah County with regards to investing the financial assets of all funds. Funds will be invested in compliance with ORS 294, other applicable statutes, this policy and written procedures.

2. Investment Objectives

- a. The primary objective of Multnomah County's investment activities is the preservation of capital and the protection of investment principal.
- b. In investing public funds, the County will not assume unreasonable investment risk to obtain current investment income.
- c. The County's investment portfolio will remain sufficiently liquid to enable the County to meet all operating requirements which might be reasonably anticipated. This need for investment liquidity will be tempered to the extent that the County is able to issue short-term notes to meet its operating requirements.
- d. The County will diversify its investments to avoid incurring unreasonable risks regarding specific security types or individual financial institutions.
- e. The County will conform with Federal, State and other legal requirements.
- f. Attain a market rate of return throughout budgeting and economic cycles.

3. Delegation of Authority

The Treasury Manager is designated as the Investment Officer of the County and is responsible for the daily cash management and investment decisions and activities.

4. Prudence

The standard of prudence to be used by the Treasury Manager in the context of managing the overall portfolio shall be the prudent investor rule, which states, "Investments shall be made with judgement and care, under circumstances then

prevailing, which persons of prudence, discretion and intelligence exercises in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Treasury Manager and staff, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported as soon as practical and that appropriate action is taken to control adverse developments.

5. Investment Diversification

The County will diversify its investments across security type and institution. No more than 45 percent of the County's total investment portfolio will be invested in a single security type or with a single financial institution or as limited by ORS 294.035, whichever is less, except as follows:

1. The County may invest 100 percent of its portfolio in U. S. Treasury securities.
2. The funds invested in the Local Government Investment Pool may exceed 45 percent due to pass-through funds.
3. The County may invest up to 15 percent of its portfolio in A2 or P2 graded Oregon-based and up to 30 percent of its portfolio in A1 or P1 graded domestic commercial paper.

6. Investment Maturity

- a. To the extent possible, the County will attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the County will not directly invest in securities maturing more than three years from the date of purchase: \$5 million is the maximum amount that may be invested in securities maturing more than two years up to the three year maturity limitation. However, the County may collateralize its repurchase agreements using longer-dated investments.
- b. Commercial paper investments shall not exceed 270 days.
- c. Bond Sinking Fund or reserve monies may be invested in securities exceeding three years if the maturity of such investments are made to coincide as nearly as practicable with the expected use of the funds.

7. Investment Limitations

Security types will be limited to those listed in ORS 294.035 and may further be limited at the discretion of the Investment Officer. These limitations are listed as Addendum A and may be further amended from time to time without effecting this policy by notification to the County Chair, the Board of County Commissioners, and the Investment Advisory Board.

8. **Securities Lending**

Before the County loans securities, the financial institution must sign a securities lending agreement. The County will instruct its custodian to wire the loaned securities only after the specified swap collateral has been received. Trading instructions will require that all collateral be at least 102 percent of the market value of the loaned securities and be adjusted for fluctuations in market values. The County shall not lend securities for longer than a 60-day period.

9. **Delivery of Securities**

All securities purchased pursuant to this investment policy with maturities over 45 days or purchase from other than an Oregon qualified bank, will be delivered by either book entry or physical delivery to a third party safekeeping agency. "Depository banks" or "depository" as defined in ORS 295.005 are exempt from the delivery requirement if they qualify for pledging collateral at 25 percent of the aggregate deposits or certificates outstanding.

10. **Authorized Financial and Dealers Institutions**

- a. The Treasury Manager will maintain a list of financial institutions and primary securities dealers as designated by the Federal Reserve Bank authorized to provide investment services. To the extent practical, this list will be supplemented to include qualified minority and women owned business enterprises. The County will limit all investment and banking activities to the institutions on these lists.
- b. The Treasury Manager is authorized to sign a Trading Authorization agreement or master repurchase agreement with any institution included on this list.
- c. Deletions from this list may be made, based on the following:

request of the dealer or institution; or,
consistent lack of competitiveness; or,
perceived financial difficulties.

Additions to this list will be made at the discretion of the Investment Officer with written notification to the County Chair, the Board of County Commissioners and the Investment Advisory Board.

- d. Before the County purchases securities over \$100,000 from banks or savings and loans, the County must have on file the following items:
 - 1. Most recent audited financial report.
 - 2. Executed repurchase agreement, if applicable.

11. Accounting Method

- a. Investments will be carried at cost. Gains or losses from investments will be credited or charged to investment income at the time of sale. Premiums or discounts on securities will be accreted or amortized over the life of the securities.
- b. Investment interest earnings will be credited to the proper funds according to Federal and State laws and County policies.

12. The Investment Advisory Board

- a. The County Chair will appoint an Investment Advisory Board composed of three members. These individuals shall be nominated on the basis of their understanding and knowledge of financial markets. The Advisory Board will meet at least semi-annually to review the County's investment performance and existing investment plan. All such meetings of the Advisory Board will be open and publicized as required by the open meetings law.
- b. After each meeting of the Investment Advisory Board the Treasury Manager will report the results of the meeting to the Board of County Commissioners.

13. Reporting Requirements

At each meeting of the Advisory Board, the Treasury Manager will provide the Investment Advisory Board with copies of a monthly portfolio performance report and the County's current investment plan. These reports will also be provided to the Chair of the Board, the Executive Assistant, the Finance Director and the Board of County Commissioners.

14. Indemnity Clause

The County shall indemnify staff and Advisory Board personnel from personal liability for losses that might occur pursuant to administering this investment policy.

15. **Internal Controls**

The Treasury Manager shall follow the internal controls outlined in Executive Order #196 and Finance Division policies and procedures.

16. **Performance Evaluation**

The performance of the County's portfolio shall be measured against the performance of the Oregon Local Government Investment Pool, using the monthly net yield of both portfolios as an index.

17. **Investment Policy Adoption**

- a. The County's investment policy will be reviewed by the Investment Advisory Board for appropriate modifications on an annual basis.
- b. This policy and any amendments to this policy is to be approved by the Board of County Commissioners.

ADOPTED THIS 20th DAY OF August, 1992, for fiscal year 1992-93.

ADDENDUM A

INVESTMENT POLICY
AS OF 06/30/92

SECURITY TYPE LIMITATIONS

Investment Limitations

Security types will be limited to those listed in ORS 294.035 and may further be limited due to current market conditions. These limitations are listed as Addendum A and may be changed from time to time without effecting this policy by notification to the County Chair and Investment Advisory Board.

a. U.S. Government and U.S. Agency Securities

The following list of U.S. Government and U.S. Agency Securities may be purchased by the County:

1. U.S. Treasury Bills
2. U.S. Treasury Bonds
3. U.S. Treasury Notes
4. U.S. Treasury Strips
5. Federal Home Loan Bank (FHLB) Bonds, Notes and Discount Notes
6. Federal Intermediate Credit Bank (FICB)
7. Federal Farm Credit Bank (FFCB) Bonds, Notes and Discount Notes
8. Federal National Mortgage Association (FNMA) Notes, Debentures, and Discount Notes
9. Federal Land Bank (FLB)
10. Student Loan Marketing Association (SLMA) Notes and Discount Notes

b. States and Municipalities

In addition to the requirements stated in ORS 294.035, 1 through 6, the County will further limit its purchases of securities to municipalities which have obtained an A rating or better on Revenue Bonds and a Baa rating or better on General Obligation Bonds. The County may purchase securities from unrated municipalities after receiving approval from the Treasury Manager, Finance Director and the Investment Advisory Board.

c. Time Certificates of Deposits (CD or TCD)

In purchasing time certificates of deposit, the County will not invest an amount which is more than 10 percent of the total deposits of any single institution. As required by ORS Chapter 295, the Treasury Manager will be responsible to ensure that a Certificate of Collateral Participation has been issued by the institution to cover outstanding Time Certificates of Deposits.

d. Repurchase Agreements with Dealers and Brokers (REPOs)

All repurchase agreements will be fully collateralized by U.S. Government and U.S. Agency obligations marked to market. A signed master repurchase agreement will be obtained from brokerage firms. The collateral securing the repurchase agreements with maturities over 45 days will be delivered to the County's custodial safekeeping agent. The County will not enter into repurchase agreements with maturities over 90 days.

e. Reverse Repurchase Agreements

Before entering into a reverse repurchase agreement, the County will obtain a signed repurchase agreement from the brokerage firm. The firm's current net worth must be over \$50 million. Reverse repurchases cannot exceed 2 percent of the firm's liabilities. The County will not enter in reverse repurchase agreements with maturities over 60 days.

f. Banker's Acceptance (BA's)

All bankers' acceptances will be purchased from Oregon financial institutions. The County will limit its purchases to banks which qualify for pledging collateral, under ORS 295.

g. Local Government Investment Pool

With the exception of pass-through funds, the maximum amount to be placed with the LGIP is \$20 million. Per ORS 294.810 the County elects to maintain the following accounts:

4017 County routine account

5567 Provisional account

4390 ODOT Project account

h. Commercial Paper (CP)

All commercial paper will be purchased in accordance with ORS 294.035 (12) and (13) except limits will be 15 percent and 30 percent, respectfully.

ADDENDUM B

INVESTMENT POLICY
AS OF 06/30/92

FINANCIAL INSTITUTIONS

Brokerage Firms

1. Dean Witter Reynolds Inc.
2. Dain Bosworth, Inc.
3. PaineWebber Incorporated
4. Merrill Lynch Capital Markets
5. Seattle Northwest Securities Corp.

Financial Institutions

Banks

1. Bank of America
2. US Bank
3. First Interstate Bank
4. Bank of California
5. Bank of Tokyo
6. Key Bank
7. West One Bank
8. American State Bank (\$100,000 maximum)

Savings and Loans

None at this time.

Other

Oregon Local Government Investment Pool (\$20,000,000 maximum)

ADDENDUM C

INVESTMENT POLICY
AS OF 06/30/92

INVESTMENT ADVISORY BOARD

Rebecca Marshall Chao
President
Regional Financial Advisors, Inc.
733 SW Vista Avenue
Portland, OR 97205
(503) 227-2009

George Scherzer
Executive Vice President
Smith Barney
200 SW Market, Suite 1200
Portland, OR 97201
(503) 221-7640
(503) 221-7627

Richard Harris
CPA
Harris & Kalberg
825 NE Multnomah, Suite 1285
Portland, OR 97202
(503) 233-5417

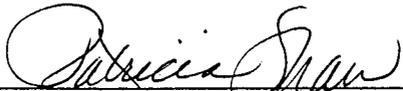
ADDENDUM D

INVESTMENT POLICY
AS OF 06/30/92

STAFF AUTHORIZATIONS

Patricia Shaw, Treasury Manager

Full Authorization



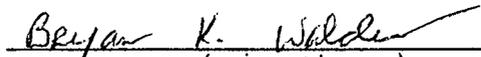
(signature)

Holds certification for both CCM (certified cash manager, 1986) and CCT (certified county treasurer, 1991).

Experience includes 13 years as a cash manager and six years of general financial experience (A/R, A/P, Payroll, Budget and general bookkeeping).

Bryan Walden, Treasury Specialist 2

Full Authorization



(signature)

Experience includes 3 years as Treasury Specialist 2, dealing in all phases of cash management and 3 years experience in cost accounting.

Cliff Pengra, Treasury Specialist 1

Full Authorization



(signature)

Experience includes 2 years as Treasury Specialist 1, dealing in most phases of cash management and 20+ years in general bookkeeping and accounting.

BACK-UP

David Boyer, Finance Director

Full Authorization



(signature)

Experience includes 13 years County management in accounting and treasury management.

ADDENDUM E

**INVESTMENT POLICY
AS OF 06/30/92**

CASHFLOW

MULTNOMAH COUNTY, OREGON
MONTHLY CASH FLOW
PROJECTIONS FOR FISCAL YEAR 1992/93 (1)
(In Thousands)

	July	August	September	October	November	December	January	February	March	April	May	June	Total
Beginning Cash	\$1,685	\$10,770	\$4,415	\$138	\$183	\$362	\$22,335	\$20,087	\$14,762	\$12,969	\$12,212	\$354	\$1,685
Property Taxes	0	0	0	382	26,374	34,528	608	965	4,896	730	908	6,671	\$76,061
Other Taxes	2,531	443	581	3,985	515	402	3,511	305	1,266	6,412	(2,471)	4,918	\$22,400
Intergovernmental	433	500	1,019	853	886	134	598	2,232	806	880	571	1,931	\$10,843
Interest	1	1	6	9	1	1	73	277	176	151	10	348	\$1,053
Other Receipts	638	549	953	797	106	841	964	953	860	785	1,442	191	\$9,080
TAN Proceeds	11,500	0	0	0	0	0	0	0	0	0	0	0	\$11,500
Cash Transfers	0	0	505	5,026	0	102	283	439	37	24	251	(500)	\$6,166
Service Reimbursements	0	0	0	0	357	942	2,678	623	1,263	1,021	877	8,121	\$15,880
Total Available Cash	\$16,788	\$12,263	\$7,480	\$11,190	\$28,422	\$37,311	\$31,049	\$25,881	\$24,066	\$22,971	\$13,799	\$22,034	\$154,668
TANS Repaid	\$0	\$0	\$0	\$484	\$11,616	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,100
Payroll Costs	4,817	4,804	4,849	4,832	7,239	4,916	4,972	4,989	4,885	4,941	6,322	5,530	\$63,095
Material and Services	590	1,651	1,730	1,316	1,774	1,959	1,956	1,619	3,162	2,145	3,310	4,586	\$25,800
Capital Outlay	7	108	80	119	44	68	84	32	46	41	119	479	\$1,226
Cash Transfers	0	0	0	3,423	6,319	7,360	3,042	3,695	2,491	2,541	3,094	7,873	\$39,838
Service Reimbursements	603	1,286	682	833	1,068	673	909	783	513	1,091	601	2,060	\$11,103
Total Disbursements	\$6,018	\$7,848	\$7,342	\$11,007	\$28,060	\$14,977	\$10,962	\$11,119	\$11,098	\$10,759	\$13,446	\$20,528	\$153,162
Ending Cash	\$10,770	\$4,415	\$138	\$183	\$362	\$22,335	\$20,087	\$14,762	\$12,969	\$12,212	\$354	\$1,506	\$1,506

(1) Includes General Fund receipts and disbursements only.

BUDGET MODIFICATION NO. DSS 3

(For Clerk's Use) Meeting Date

AUG 20 1992

Agenda No.

R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR _____

(Date)

DEPARTMENT: Social Services DIVISION: Juvenile Justice

CONTACT: Marie Eighmey TELEPHONE: 248-3550

*NAME OF PERSON MAKING PRESENTATION TO BOARD: Harold Ogburn

SUGGESTED AGENDA TITLE:

Budget Modification DSS # 3 adds \$100,000 in dedicated State Economic Development funds to the Juvenile Justice Division.

(Estimated Time Needed On The Agenda)

2. DESCRIPTION OF MODIFICATION:

{ } PERSONNEL CHANGES. Not applicable.

This budget modification adds \$100,000 in State Economic Development revenue to support the Youth Employment and Empowerment (YEEP) project. The money will be allocated to participating agencies to provide service to 201 youth. By prior County decision, the County will cover the \$700 Indirect Cost associated with this incoming dedicated revenue.

The budget modification supports the Intergovernmental Agreement No. 102763 between the State of Oregon and Multnomah County, which was approved by the Board of County Commissioners July 30 to cover the period of August 1, 1992 through July 31, 1993.

3. REVENUE IMPACT:

Increases Fed/State by \$100,000 State Econ Dev YEEP revenue.
Increases Cash Transfer to Fed/State by \$700.

4. CONTINGENCY STATUS:

Originated By	Date	Department Manager	Date
X <i>Harold Ogburn</i>	<i>8/7/92</i>	<i>Gary Nakoo (cc)</i>	<i>8/7/92</i>
Budget Analyst	Date	Personnel Analyst	Date
<i>Kathleen Annis</i>	<i>8/11/92</i>		

Board Approval _____ Date August 20, 1992

Deborah C Bouster

BOARD OF COUNTY COMMISSIONERS
 MULTNOMAH COUNTY
 OREGON
 1992 AUG 12 AM 10:04

BUD MOD DSS # _____

EXPENDITURE
 TRANSACTION EB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI-ZATION	REPORT 'G CATEGORY	OBJECT	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB-TOTAL	DESCRIPTION
		156	010	2540		6060			100,000		Inc Prof Svcs.
		156	010	2540		7100			700		Inc Indirect Cost.
										100,700	SUBTOTAL ORG 2540.
		100	010	0106		7608				700	INC CASH TRANS TO F/S.

										\$101,400	TOTAL EXPENSE.

REVENUE
 TRANSACTION RB [] GM [] TRANSACTION DATE _____ ACCOUNTING PERIOD _____ BUDGET FY _____

DOCUMENT NUMBER	ACTION	FUND	AGENCY	ORGANI-ZATION	REPORT 'G CATEGORY	REVENUE SOURCE	CURRENT AMOUNT	REVISED AMOUNT	CHANGE	SUB-TOTAL	DESCRIPTION
		156	010	2540		2310			100,000		OR ECON DEV YEOP
		156	010	2540		7601			700		COUNTY G/F.
										100,700	SUBTOTAL ORG 2540.
		100	045	7420		6602			700	700	INC SVC REIMB TO G/F.



MULTNOMAH COUNTY OREGON

DEPARTMENT OF SOCIAL SERVICES
JUVENILE JUSTICE DIVISION
1401 N.E. 68TH
PORTLAND, OREGON 97213
(503) 248-3460

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

TO: Gladys McCoy
Multnomah County Chair

VIA: Dr. Gary Nakao *Gary Nakao (cc)*
Director, Department of Social Services

FROM: *[Signature]* Harold Ogburn
Director, Juvenile Justice Division

DATE: August 5, 1992

SUBJECT: Budget Modification DSS# 3 To Add \$100,000 State
Economic Development Funds

RECOMMENDATION: The Juvenile Justice Division recommends Board of County Commissioners' approval of the budget modification to add \$100,000 State Economic Development revenue dedicated to the Youth Employment and Empowerment Project (YEEP).

BACKGROUND/ANALYSIS: This budget modification adds to the Division's budget the \$100,000 revenue provided by Intergovernmental Agreement No. 102763. That agreement, between Multnomah County and the State of Oregon, was approved by the Board of County Commissioners July 30. It provides funding to YEEP to support services to 201 youth.

By prior Board decision, the County supports this revenue by providing Indirect Cost coverage for the incoming revenue.

me/yepscovr.aug

AGENCY	NUMBER OF INTERVIEWS	NUMBER OF YOUTH HIRED	TOTAL JOB SLOTS	% OF ANNUAL GOAL HIRED
Portland Youth Redirections	11	2	15	13%
Give Us This Day	2	0	5	0%
MYCAP	2	1	10	10%
Yaun Youth Care Center	11	1	15	6%
Oregon Outreach	24	5	88	6%
Lents Education Center	18	3	10	30%
Urban League	6	2	15	13%
Portland Opportunities Industrialization Center	5	2	13	15%
Christian Women Against Crime	9	2	30	6%
Juvenile Justice Division	4	4		
TOTAL	92	22	201	

DATE SUBMITTED _____

(For Clerk's Meeting Date) **AUG 20 1992**
Agenda No. R-10

REQUEST FOR PLACEMENT ON THE AGENDA

SUBJECT: REQUEST FOR TRANSFER OF TAX FORECLOSED PROPERTY TO THE CITY OF PORTLAND UNDER PROVISIONS OF MULTNOMAH COUNTY ORDINANCE 672

INFORMAL ONLY* _____ FORMAL ONLY _____

DEPARTMENT Environmental Services DIVISION Facilities & Property Management

CONTACT Larry Baxter TELEPHONE 248-3590

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

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

On August 6, 1992, Order 92-139, the Board of County Commissioners ordered a public hearing to consider the request by the City of Portland, Oregon to transfer the properties on the attached list for public park purposes under the provisions of MULTNOMAH COUNTY ORDINANCE 672.

8/21/92 CERTIFIED TRUE COPIES TO LARRY BAXTER - TAX TITLE

INFORMATION ONLY PRELIMINARY APPROVAL POLICY DIRECTION APPROVAL

INDICATE THE ESTIMATED TIME NEEDED ON AGENDA 10 MINUTES

IMPACT:

PERSONNEL

FISCAL/BUDGETARY

General Fund

Other Tax Title Fund

SIGNATURES:

DEPARTMENT HEAD, ELECTED OFFICIAL, or COUNTY COMMISSIONER

File
Paul Young

BUDGET/PERSONNEL: _____

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

Peter Humphreys

OTHER Facilities & Property Management

R. Phelan

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1992 AUG 17 AM 10:44

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Setting a Hearing Date)
to Consider Transfer of Tax Foreclosed) ORDER
Property to the City of Portland for a)
Continuing Public Use) 92-139

WHEREAS, pursuant to Ordinance 672, the City of Portland, Oregon has filed a request for transfer of the following tax foreclosed property;

D & O LITTLE HOMES, SUB 2
TL #1 OF LOT 42

EDGE O'TOWN VILLAS
TL #5 OF LOT 5, BLOCK 1

SEC 24, 1S 1E
TL #24 0.63 AC

SEC 19, 1S 2E
TL #207 0.11 AC

AND WHEREAS, the Tax Title Unit has reported the request to the Board at a public meeting in accordance with the ordinance; and

WHEREAS, based upon the report, it appears that the public interest will be served by the transfer;

NOW, THEREFORE, it is ORDERED:

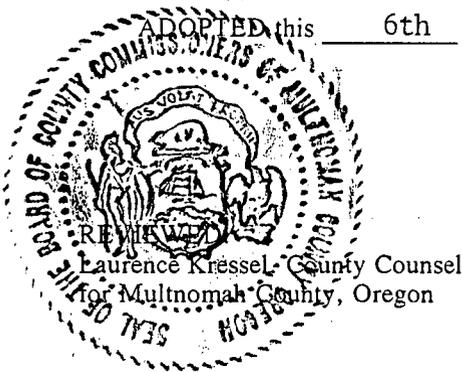
1. A public hearing on the request shall be held on the 20th day of August , 1992, at 9:30 AM, or as soon thereafter as the matter may be heard, in Room 602, Multnomah County Courthouse, that being the time and place of the regular weekly meeting of the Multnomah County Board of Commissioners.

2. The Director of the Department of Environmental Services shall publish notice of the hearing as required by Ordinance 672.

ADOPTED this 6th day of August 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy
Gladys McCoy
Multnomah County Chair



By *Peter Livingston*
Peter Livingston

ACCOUNT NUMBER: 20261-6580
LEGAL DESCRIPTION: D & O LITTLE HOMES, SUB 2
TL #1 OF LOT 42
PROPERTY LOCATION:
TAXES OWED WHEN DEEDED TO COUNTY: \$12.50
COSTS INCURRED IN MANAGING PROPERTY:\$0.00
TOTAL TAXES & COSTS: \$12.50 MARKET VALUE 10/91: \$300.00

ACCOUNT NUMBER: 23600-0290
LEGAL DESCRIPTION: EDGE O'TOWN VILLAS
TL #5 OF LOT 5, BLOCK 1
PROPERTY LOCATION:
TAXES OWED WHEN DEEDED TO COUNTY: \$2,973.26
COSTS INCURRED IN MANAGING PROPERTY:\$0.00
TOTAL TAXES & COSTS: \$2,973.26 MARKET VALUE 10/91: \$12,500.00

ACCOUNT NUMBER: 99124-0240
LEGAL DESCRIPTION: SEC 24, 1S 1E
TL #24 0.63 AC
PROPERTY LOCATION:
TAXES OWED WHEN DEEDED TO COUNTY: \$11,945.85
COSTS INCURRED IN MANAGING PROPERTY:\$0.00
TOTAL TAXES & COSTS: \$11,945.85 MARKET VALUE 10/91: \$51,900.00

ACCOUNT NUMBER: 99219-2070
LEGAL DESCRIPTION: SEC 19, 1S 2E
TL #207 0.11 AC
PROPERTY LOCATION:
TAXES OWED WHEN DEEDED TO COUNTY: \$267.87
COSTS INCURRED IN MANAGING PROPERTY:\$00.00
TOTAL TAXES & COSTS: \$267.87 MARKET VALUE 10/91: \$700.00

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax)
Foreclosed Property to the CITY OF PORTLAND,) ORDER 92-153
OREGON for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 271.220, THE CITY OF PORTLAND, OREGON has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for a public purposes by THE CITY OF PORTLAND, OREGON:

D & O LITTLE HOMES, SUB 2
TL #1 OF LOT 42
(SEE ATTACHED EXHIBIT A)

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFOF, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF PORTLAND, OREGON the above described real property situated in the County of Multnomah, State of Oregon.

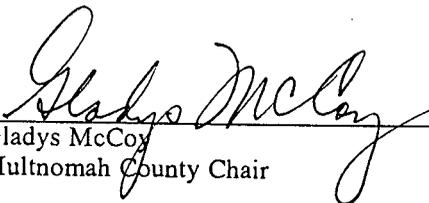
PROVIDED that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Dated at Portland, Oregon this 20 day of August 1992.



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

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair

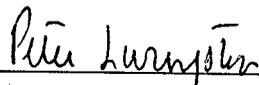

Peter Livingston

EXHIBIT A

(20261-6580)

A tract of land situated in the Southwest one-quarter of Section 21, Township 1 South, Range 2 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon being a part of Lot 42, Delashmutt and Oatman's Little Homes Subdivision 2, being more particularly described as follows:

All that part of Lot 42, in Delashmutt and Oatman's Subdivision No. 2, Southeasterly of the Northerly bank of Johnson Creek as relocated and East of the East line of West 2 1/2 Acres of Lot 42, and North of the South bank of Johnson Creek as set forth by Deed to Olie L. Cross and Josephine Cross, recorded 1952 in Book 1952, Page 232, Deed Records Multnomah County.

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF PORTLAND, OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

D & O LITTLE HOMES, SUB 2
TL #1 OF LOT 42
(SEE ATTACHED EXHIBIT A)

Provided that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

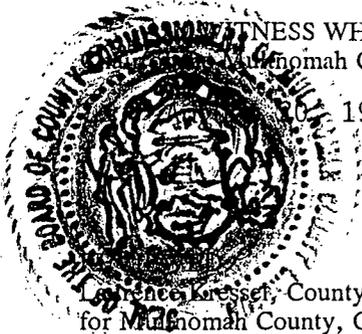
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

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

1120 SW 5TH AVE
PORTLAND, OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Multnomah County Board of County Commissioners heretofore entered of record.

1992.



Debra Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy

Gladys McCoy
Multnomah County Chair

By *Peter Livingston*

Peter Livingston

EXHIBIT A

(20261-6580)

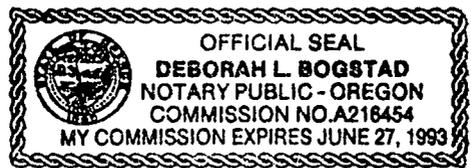
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STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of August, 1992, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax)
Foreclosed Property to the CITY OF PORTLAND,) ORDER 92-154
OREGON for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 271.220, THE CITY OF PORTLAND, OREGON has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for a public purposes by THE CITY OF PORTLAND, OREGON:

EDGE O'TOWN VILLAS
TL #5 OF LOT 5, BLOCK 1
(SEE ATTACHED EXHIBIT A)

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFOR, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF PORTLAND, OREGON the above described real property situated in the County of Multnomah, State of Oregon.

PROVIDED that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Dated at Portland, Oregon this 20 day of August 1992.

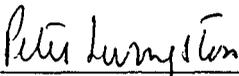


REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



Gladys McCoy
Multnomah County Chair



Peter Livingston

EXHIBIT A

EDGE O'TOWN VILLAS

23600-0290

23600-0291

MAP 3839

Lot 5, Block 1, EDGE O'TOWN VILLAS, Multnomah County, Oregon, EXCEPT that part described as:

Beginning at the most Southerly corner of said Lot 5; thence North 159.77 feet along the West line of Lot 5; thence East at right angles to said west line 80 feet; thence South 90.23 feet on a line parallel with the West line of said Lot 5 to a point in the Southeasterly line thereof; thence Southwesterly along said Southeasterly line 106 feet to the point of beginning.

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF PORTLAND, OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

EDGE O'TOWN VILLAS
TL #5 OF LOT 5, BLOCK 1
(SEE ATTACHED EXHIBIT A)

Provided that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

1120 SW 5TH AVE
PORTLAND, OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners heretofore entered of record.

August 20, 1992.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy

Gladys McCoy
Multnomah County Chair

By *Peter Livingston*

Peter Livingston

EXHIBIT A

EDGE O'TOWN VILLAS

23600-0290

23600-0291

MAP 3839

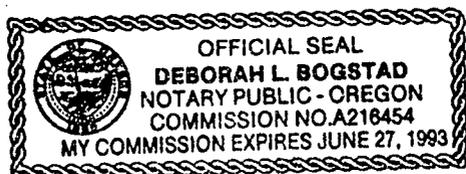
Lot 5, Block 1, EDGE O'TOWN VILLAS, Multnomah County, Oregon, EXCEPT that part described as:

Beginning at the most Southerly corner of said Lot 5; thence North 159.77 feet along the West line of Lot 5; thence East at right angles to said West line 80 feet; thence South 90.23 feet on a line parallel with the West line of said Lot 5 to a point in the Southeasterly line thereof; thence Southwesterly along said Southeasterly line 106 feet to the point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of August, 1992, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax)
Foreclosed Property to the CITY OF PORTLAND,) ORDER 92-155
OREGON for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 271.220, THE CITY OF PORTLAND, OREGON has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for a public purposes by THE CITY OF PORTLAND, OREGON:

SEC 24, 1S 1E
TL #24 0.63 AC
(SEE ATTACHED EXHIBIT A)

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFOF, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF PORTLAND, OREGON the above described real property situated in the County of Multnomah, State of Oregon.

PROVIDED that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Done at Portland, Oregon this 20 day of August 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON



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

Gladys McCoy

Gladys McCoy
Multnomah County Chair

Peter Livingston

Peter Livingston

EXHIBIT A

SECT 24 1S1E
99124-0240
99124-0241
MAP 3834

A tract of land in Section 24, Township 1 South, Range 1 East, W.M. described as follows:

Beginning at the northeast corner of Section 25; thence south $0^{\circ}04'30''$ east 1066.6'; thence south $89^{\circ}55'30''$ west 1584'; thence north $0^{\circ}20'$ east 1074.14' to point in the south line of Multnomah County, where same is crossed by the east line of Coles Tract for place of beginning; thence west along County line 352.5' to the east line of Thomas Cole tract; thence north 125'; thence east parallel with County line 352.5'; thence south $0^{\circ}20'$ west 125' to the beginning.

EXCEPTING THEREFROM:

Beginning at a point on the North line of the George Willis DLC 24 chains West of the East line of said Section 24 said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded August 3, 1877 in Book 31, page 446; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 76.37 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to a point; thence North $89^{\circ}43'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet to an iron pipe; thence North $0^{\circ}21'$ East 75 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM:

Beginning at a point on the North line of the George Willis DLC 24 chains West of the East line of said section 24 said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded 8/3/1877 in Book 31 page 446; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 151.37 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to a point; thence North $89^{\circ}48'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet to an iron pipe; thence North $0^{\circ}21'$ East 75 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM:

A tract in the Southeast quarter of Section 24 1S 1E WM described as follows:

Beginning at a point on the North line of the George Willis Donation Land Claim, 24 chains West of the East line of said Section 24, said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded August 3, 1877, in Deed Book 31, Page 446, Deed Records of Multnomah County; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 151.37 feet; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 25 feet; thence North $89^{\circ}48'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet; thence North $0^{\circ}21'$ East 25 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning. EXCEPTING any portion in Clackamas County.

ALSO EXCEPTING pt in SE 36th St.

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF PORTLAND, OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

SEC 24, 1S 1E
TL #24 0.63 AC
(SEE ATTACHED EXHIBIT A)

Provided that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

1120 SW 5TH AVE
PORTLAND, OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners heretofore entered of record.

August 28, 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair



Laurence Kressel, County Counsel
for Multnomah County, Oregon

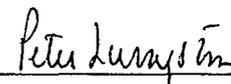
By 
Peter Livingston

EXHIBIT A

SECT 24 1S1E
99124-0240
99124-0241
MAP 3834

A tract of land in Section 24, Township 1 South, Range 1 East, W.M. described as follows:

Beginning at the northeast corner of Section 25; thence south $0^{\circ}04'30''$ east 1066.6'; thence south $89^{\circ}55'30''$ west 1584'; thence north $0^{\circ}20'$ east 1074.14' to point in the south line of Multnomah County, where same is crossed by the east line of Coles Tract for place of beginning; thence west along County line 352.5' to the east line of Thomas Cole tract; thence north 125'; thence east parallel with County line 352.5'; thence south $0^{\circ}20'$ west 125' to the beginning.

EXCEPTING THEREFROM:

Beginning at a point on the North line of the George Willis DLC 24 chains West of the East line of said Section 24 said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded August 3, 1877 in Book 31, page 446; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 76.37 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to a point; thence North $89^{\circ}43'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet to an iron pipe; thence North $0^{\circ}21'$ East 75 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM:

Beginning at a point on the North line of the George Willis DLC 24 chains West of the East line of said section 24 said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded 8/3/1877 in Book 31 page 446; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 151.37 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to a point; thence North $89^{\circ}48'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet to an iron pipe; thence North $0^{\circ}21'$ East 75 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning.

ALSO EXCEPTING THEREFROM:

A tract in the Southeast quarter of Section 24 1S 1E WM described as follows:

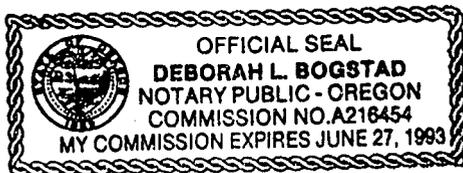
Beginning at a point on the North line of the George Willis Donation Land Claim, 24 chains West of the East line of said Section 24, said point being the Northeast corner of the tract conveyed to Edwin Cole et ux by deed recorded August 3, 1877, in Deed Book 31, Page 446, Deed Records of Multnomah County; thence South $0^{\circ}21'$ West along the East line of said Cole tract 331.96 feet to a point in the Southerly line of Johnson Creek Boulevard; thence continuing South $0^{\circ}21'$ West along the East line of said Cole tract 151.37 feet; thence South $0^{\circ}21'$ West along the East line of said Cole tract 75 feet to the true point of beginning of the tract herein described; thence South $0^{\circ}21'$ West along the East line of said Cole tract 25 feet; thence North $89^{\circ}48'$ West 25 feet to an iron pipe; thence North $89^{\circ}48'$ West 100 feet; thence North $0^{\circ}21'$ East 25 feet to an iron pipe; thence South $89^{\circ}48'$ East 100 feet to an iron pipe; thence South $89^{\circ}48'$ East 25 feet to the true point of beginning. EXCEPTING any portion in Clackamas County.

ALSO EXCEPTING pt in SE 36th St.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of August, 1992, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



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

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Transfer of Tax)
Foreclosed Property to the CITY OF PORTLAND,) ORDER 92-156
OREGON for a Public Purpose)

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and that under the provisions of ORS 271.220, THE CITY OF PORTLAND, OREGON has requested transfer of the following property located in the City of Portland, Multnomah County, Oregon to be used and continue to be used for a public purposes by THE CITY OF PORTLAND, OREGON:

SEC 19, 1S 2E
TL #207 0.11 AC
(SEE ATTACHED EXHIBIT A)

It further appearing that after hearing objections to the transfer as by law required, it is determined that it is for the best interest of the county that the transfer be made and that a deed be given;

NOW, THEREFOF, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to THE CITY OF PORTLAND, OREGON the above described real property situated in the County of Multnomah, State of Oregon.

PROVIDED that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON, for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

Portland, Oregon this 20 day of August 1992.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON


Gladys McCoy
Multnomah County Chair


Laurence Kressel, County Counsel
for Multnomah County, Oregon

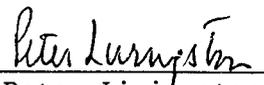

Peter Livingston

EXHIBIT A

Section 19 1S2E
R99219-2070
R99219-2071
Map 3835

A tract in the Southwest quarter of Section 19, Township 1 South Range 2 East, described as follows:

A tract bounded on the West by the West line of said Section 19, bounded on the North by the North line of the George Wills Donation Land Claim, and bounded on the Southeast by the center line of Johnson Creek Extension.

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to THE CITY OF PORTLAND, OREGON, a governmental body in the State of Oregon, Grantee, the following described real property situated in the County of Multnomah, State of Oregon:

SEC 19, 1S 2E
TL #207 0.11 AC
(SEE ATTACHED EXHIBIT A)

Provided that said property shall be used and continue to be used by THE CITY OF PORTLAND, OREGON for a public purpose in the State of Oregon and should the property cease to be used for a public purpose, title shall revert to Multnomah County.

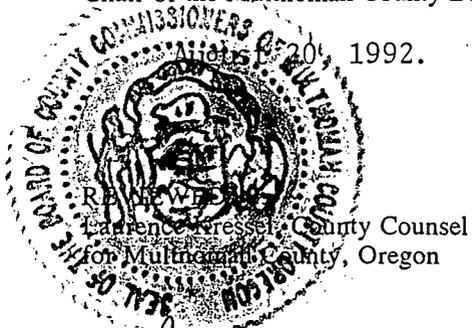
The true and actual consideration paid for this transfer, stated in terms of dollars is NONE.

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

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

1120 SW 5TH AVE
PORTLAND, OR 97204-1972

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Gladys McCoy

Gladys McCoy
Multnomah County Chair

By *Peter Livingston*

Peter Livingston

EXHIBIT A

Section 19 1S2E
R99219-2070
R99219-2071
Map 3835

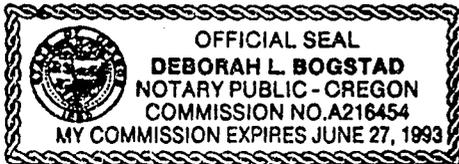
A tract in the Southwest quarter of Section 19, Township 1 South Range 2 East, described as follows:

A tract bounded on the West by the West line of said Section 19, bounded on the North by the North line of the George Wills Donation Land Claim, and bounded on the Southeast by the center line of Johnson Creek Extension.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of August, 1992, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Gladys McCoy, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of said County.

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



Deborah L. Bogstad

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