



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

*connecting citizens with information and services*

### **BOARD OF COMMISSIONERS**

**Diane Linn, Chair**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-3308 FAX (503) 988-3093

Email: [mult.chair@co.multnomah.or.us](mailto:mult.chair@co.multnomah.or.us)

**Maria Rojo de Steffey,**  
**Commission Dist. 1**

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**Serena Cruz, Commission Dist. 2**

501 SE Hawthorne Boulevard, Suite 600  
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**Lisa Naito, Commission Dist. 3**

501 SE Hawthorne Boulevard, Suite 600  
Portland, Or 97214

Phone: (503) 988-5217 FAX (503) 988-5262

Email: [lisa.h.naito@co.multnomah.or.us](mailto:lisa.h.naito@co.multnomah.or.us)

**Lonnie Roberts, Commission Dist. 4**

501 SE Hawthorne Boulevard, Suite 600  
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Phone: (503) 988-5213 FAX (503) 988-5262

Email: [lonnie.j.roberts@co.multnomah.or.us](mailto:lonnie.j.roberts@co.multnomah.or.us)

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**Americans with Disabilities Act Notice:** If you need this agenda in an alternate format, or wish to participate in a Board Meeting, please call the Board Clerk (503) 988-3277, or Multnomah County TDD Phone (503) 988-5040, for information on available services and accessibility.

**MARCH 4 & 6, 2003**

### **BOARD MEETINGS**

#### **FASTLOOK AGENDA ITEMS OF INTEREST**

Pg 2	9:30 a.m. Tuesday 2003-2004 Library Budget Work Session
Pg 2	10:30 a.m. Tuesday (Tentative) Local School, Human Services and Public Safety Funding Options Work Session
Pg 3	9:30 a.m. Thursday Children's Receiving Center Lease to Christie School for Operation of a Residential Care Center for Abused and Neglected Children
Pg 3	9:45 a.m. Thursday Proclaiming March 10-16, 2003 Cover the Uninsured Week
Pg 3	9:50 a.m. PUBLIC HEARING on Local School, Human Services and Public Safety Funding Options
<b>March 27, 2003 Board Meeting Cancelled</b>	

Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

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

Friday, 11:00 PM, Channel 30

Saturday, 10:00 AM, Channel 30

Sunday, 11:00 AM, Channel 30

Produced through Multnomah Community  
Television

(503) 491-7636, ext. 333 for further info

or: <http://www.mctv.org>

Tuesday, March 4, 2003 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **WORK SESSION**

WS-1 Department of Library Services 2003-04 Budget. Presented by Ruth Metz, Becky Cobb and Invited Others. 1 HOUR REQUESTED.

WS-2 (Tentative) Board Work Session on Local School, Human Services and Public Safety Funding Options. Presented by Chair Diane Linn, Commissioner Lisa Naito and Invited Others. 1 HOUR REQUESTED.

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Thursday, March 6, 2003 - 9:30 AM  
Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **REGULAR MEETING**

### **CONSENT CALENDAR - 9:30 AM**

### **DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES**

C-1 RESOLUTION Authorizing Execution of Deed D031891 for Repurchase of Tax Foreclosed Property to the Former Owner, Arthur Jenkins

### **SHERIFF'S OFFICE**

C-2 Mutual Law Enforcement Agreement (190 Agreement) 0210290 with the City of Vancouver, Providing Mutual Law Enforcement Assistance within the Respective Territorial Jurisdictions of the City and County

### **REGULAR AGENDA - 9:30 AM**

### **PUBLIC COMMENT - 9:30 AM**

Opportunity for Public Comment on Non-Agenda Matters. Testimony is Limited to Three Minutes per Person.

**DEPARTMENT OF BUSINESS AND COMMUNITY SERVICES - 9:30 AM**

- R-1 Lease of the Children's Receiving Center at the Gateway Children's Center, 10305 East Burnside to the Christie School, for Operation of a Residential Care Center for Abused and Neglected Children

**DEPARTMENT OF COMMUNITY JUSTICE - 9:35 AM**

- R-2 Notice of Intent to Request Grant Funding from the Institute of Education Services to Develop, Pilot and Deliver a Cognitive Remediation Program for Adult Literacy Students with Attention Disorders

**PUBLIC CONTRACT REVIEW BOARD - 9:40 AM**

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

- R-3 ORDER Exempting from the Formal Competitive Bid Process the Contract with Flagship Technologies for the Purchase of New Sun Server and Storage Hardware for SAP Upgrade Project

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

**NON-DEPARTMENTAL - 9:45 AM**

- R-4 PROCLAMATION Proclaiming March 10 through March 16, 2003 COVER THE UNINSURED WEEK in Multnomah County, Oregon
- R-5 PUBLIC HEARING on Local School, Human Services and Public Safety Funding Options. [Testimony Limited to Three Minutes per Person.]



**Multnomah County Oregon**

## **Board of Commissioners & Agenda**

***connecting citizens with information and services***

# **BOARD MEETING AGENDA CHANGES**

**Tuesday, March 4, 2003 - 9:30 AM**

Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **WORK SESSION**

WS-1 Department of Library Services 2003-04 Budget. Presented by Ruth Metz, Becky Cobb and Invited Others. 1 HOUR REQUESTED.

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**Wednesday, March 5, 2003 - 12:00 PM**

Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **WORK SESSION**

WS-2 The Multnomah County Board of Commissioners and Portland City Council will meet for a Joint City/County Work Session on Local Funding and Revenue Options. 2 HOURS REQUESTED.

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**Thursday, March 6, 2003 - 9:45 AM**

Multnomah Building, First Floor Commissioners Boardroom 100  
501 SE Hawthorne Boulevard, Portland

## **PUBLIC HEARING**

R-5A PUBLIC HEARING on Business Income Tax Reform. [Testimony Limited to Three Minutes per Person.] 1 HOUR REQUESTED.

R-5B PUBLIC HEARING on Local School, Human Services and Public Safety Funding Options. [Testimony Limited to Three Minutes per Person.] 1 HOUR REQUESTED.

# **MULTNOMAH COUNTY 2003-2004 BUDGET WORK SESSIONS AND HEARINGS**

**(Unless otherwise noted, all sessions will be held in the Multnomah Building  
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)**

The Tuesday, March 11 morning session will be Broadcast Live on Cable Channel 22 (East County subscribers only). The Tuesday, March 11 evening session will be Broadcast Live on Cable Channel 29 (Countywide subscribers). To view media streaming broadcast, log onto <http://www.co.multnomah.or.us/cc/board.html>. Cable coverage and playback information of the April 15 through June 11 sessions will be provided as soon as available. Thursday Meetings will be Broadcast Live on Cable Channel 30 and available via media streaming. **Check Cable Coverage schedule at the end of this document for information on replay dates.**

**Tue, March 4  
9:30 - 10:30 p.m.**

Library

**Tue, March 11  
9:30 - 11:30 p.m.**

Public Hearing on Business Income Tax Reform

**Tue, March 11  
6:00 - 8:00 p.m.**

Public Hearing on Local School, Human Services and  
Public Safety Funding Options

**Tue, April 15  
9:30 - 12:00 p.m.**

(t) Public Safety System  
Adult Corrections  
Juvenile Corrections

**Tue, April 22  
9:30 - 12:00 p.m.**

A & D System  
(t) Shared Services

**Thu, May 1  
9:30 - 12:00 p.m.**

**Chair's 2003-2004 Executive Budget Message  
Public Hearing/Consideration of Resolution  
Approving Executive Budget for Submission to  
Tax Supervising and Conservation Commission**

**Tue, May 6  
9:00 - 12:00 p.m.**

Financial Overview  
Central CBAC Chair Presentation  
Public Safety Service Area

# **MULTNOMAH COUNTY 2003-2004 BUDGET WORK SESSIONS AND HEARINGS**

**(Unless otherwise noted, all sessions will be held in the Multnomah Building  
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)**

**Tue, May 6  
2:00 - 4:00 p.m.**

Individual Department Briefings:  
MCSO  
DCJ  
DA

**Wed, May 7  
9:00 - 12:00 p.m.**

Health and Human Services Service Area

**Wed, May 7  
2:00 - 4:00 p.m.**

Individual Department Briefings  
Health  
Human Services  
OSCP  
CCFC

**Wed, May 7  
6:00 - 8:00 p.m.**

**Public Hearing on the 2003-2004 Multnomah  
County Budget - Multnomah County East  
Building, Sharron Kelley Conference Room, 600  
NE 8th, Gresham**

**Thu, May 8  
9:30 - 12:00 p.m.**

**Public Hearing/Consideration of Approval of the  
2003-2004 Dunthorpe Riverdale Sanitary Service  
District No. 1 Proposed Budget for Submittal to  
Tax Supervising and Conservation Commission  
Public Hearing/Consideration of Approval of the  
2003-2004 Mid County Street Lighting Service  
District No. 14 Proposed Budget for Submittal to  
Tax Supervising and Conservation Commission**

**Tue, May 13  
9:00 - 12:00 p.m.**

General Government Service Area

**Tue, May 13  
2:00 - 4:00 p.m.**

Individual Department Briefings  
DBCS  
Library  
Shared Services  
Non-Departmental

# **MULTNOMAH COUNTY 2003-2004 BUDGET WORK SESSIONS AND HEARINGS**

**(Unless otherwise noted, all sessions will be held in the Multnomah Building  
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)**

**Wed, May 14  
9:00 - 12:00 p.m.**

Public Safety Follow Up

**Wed, May 14  
2:30 - 4:00 p.m.**

Health and Human Services Follow Up

**Wed, May 14  
6:00 - 8:00 p.m.**

**Public Hearing on the 2003-2004 Multnomah  
County Budget - Portland Community College,  
Cascade Campus, Student Center Building  
Cafeteria, 705 N Killingsworth, Portland**

**Tue, May 20  
9:00 - 12:00 p.m.**

Legislative Update  
General Government Follow Up

**Tue, May 20  
2:00 - 4:00 p.m.**

(t) General Government Follow Up

**Wed, May 21  
9:00 - 12:00 p.m.**

(t) General Government Follow Up

**Wed, May 21  
2:00 - 4:00 p.m.**

(t) General Government Follow Up

**Wed, May 21  
6:00 - 8:00 p.m.**

**Public Hearing on the 2003-2004 Multnomah  
County Budget - Multnomah Building,  
Commissioners Boardroom 100, 501 SE  
Hawthorne, Portland**

**Tue, May 27  
9:00 - 12:00 p.m.**

School Policy Framework

**Tue, May 27  
2:00 - 4:00 p.m.**

If Needed Budget Work Session

**Wed, May 28  
9:00 - 12:00 p.m.**

Amendments

**Wed, May 28  
2:00 - 4:00 p.m.**

Amendments

# **MULTNOMAH COUNTY 2003-2004 BUDGET WORK SESSIONS AND HEARINGS**

**(Unless otherwise noted, all sessions will be held in the Multnomah Building  
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)**

**Tue, June 3  
9:00 - 12:00 p.m.**

**Amendments**

**Tue, June 3  
2:00 - 4:00 p.m.**

**Amendments**

**Wed, June 4  
1:00 - 4:00 p.m.**

**Question Follow Up**

**Thu, June 5  
9:30 - 10:00 a.m.**

**Tax Supervising and Conservation Commission  
Public Hearing on Multnomah County Budget -  
Multnomah Building, Commissioners Boardroom  
100, 501 SE Hawthorne, Portland**

**Tue, June 10  
9:00 - 12:00 p.m.**

**Amendments**

**Tue, June 10  
2:00 - 4:00 p.m.**

**Amendments**

**Wed, June 11  
9:00 - 12:00 p.m.**

**Amendments**

**Wed, June 11  
2:30 - 4:00 p.m.**

**Amendments**

**Thu, June 12  
9:30 - 12:00 p.m.**

**Public Hearing and Resolution Adopting the 2003-  
2004 Budget for Multnomah County Pursuant to  
ORS 294  
Public Hearing and Resolution Adopting the 2003-  
2004 Budget for Dunthorpe Riverdale Sanitary  
Service District No. 1  
Public Hearing and Resolution Adopting the 2003-  
2004 Budget for Mid County Street Lighting  
Service District No. 14 and Making Appropriations  
Public Hearing and Resolution Adopting the 2003-  
2004 Mt. Hood Cable Regulatory Commission  
Budget**



# **MULTNOMAH COUNTY 2003-2004 BUDGET WORK SESSIONS AND HEARINGS**

(Unless otherwise noted, all sessions will be held in the Multnomah Building  
Commissioners Boardroom 100, 501 SE Hawthorne, Portland)

## **CABLE COVERAGE**

### **Multnomah County 2003-2004 Budget Work Sessions and Hearings**

Cable Channel 22 Available to East County Cable Subscribers Only  
Cable Channels 29 and 30 Available to Countywide Cable Subscribers

#### **Tuesday March 11, 2003 AM Public Hearing on Business Income Tax Reform**

<b>Tue</b>	<b>Mar 11</b>	<b>9:30 AM</b>	<b>Channel 22 - LIVE</b>
<b>Wed</b>	<b>Mar 12</b>	<b>8:00 PM</b>	<b>Channel 29 - Replay</b>
<b>Thu</b>	<b>Mar 13</b>	<b>8:00 PM</b>	<b>Channel 29 - Replay</b>
<b>Sat</b>	<b>Mar 15</b>	<b>6:30 PM</b>	<b>Channel 29 - Replay</b>
<b>Mon</b>	<b>Mar 17</b>	<b>8:00 PM</b>	<b>Channel 29 - Replay</b>

#### **Tuesday March 11, 2003 PM Public Hearing on Local School, Human Services and Public Safety Funding Options**

<b>Tue</b>	<b>Mar 11</b>	<b>6:00 PM</b>	<b>Channel 29 - LIVE</b>
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or: <http://www.mctv.org>

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

## Board Clerk Use Only:

**Meeting Date:** March 6, 2003

**Agenda Item #:** C-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 02/10/03

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**Requested Date:** March 6, 2003

**Time Requested:** N/A

**Department:** Tax Title

**Division:** Housing

**Contact/s:** Gary Thomas

**Phone:** 503.988.3590

**Ext.:** 22591 **I/O Address:** 503/4/Tax Title

**Presenters:** Consent Calendar

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**Agenda Title:** Resolution Authorizing Approval to Allow Repurchase of Tax Foreclosed Property to the Former Owner ARTHUR JENKINS.

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Tax Title Section is requesting the Board to approve the repurchase of a tax foreclosed property to the former owner ARTHUR JENKINS. The Department of Business & Community Services recommends that the repurchase be approved.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The subject property (As shown in Exhibit A) was foreclosed on for delinquent property taxes and came into county ownership on September 24, 2002. A letter dated October 25, 2002 was sent to the former owners of record, ARTHUR JENKINS, providing them the opportunity to repurchase the property. On January 27<sup>TH</sup> Stanford Maddox representing

Oregon Association of Minority Entrepreneurs Credit Corporation came into the office with a check for \$3057.66 to repurchase the property for ALBERT JENKINS.

**3. Explain the fiscal impact (current year and ongoing).**

The Repurchase will allow for the full recovery of delinquent taxes, fees, and expenses. The sale will also reinstate the property on the tax roll (see Exhibit B).

**4. Explain any legal and/or policy issues.**

Upon receipt of recorded property deeds obtained pursuant to foreclosure, the Tax Title Department sent notice by certified mail to the former owner(s) of tax foreclosed properties. The notices advised the recipients that within 30 days from the date of the notice the owner could pay in cash the repurchase price established by the department under MCC Section 7.402(C).

**5. Explain any citizen and/or other government participation that has or will take place.**

None expected.

**Required Signatures:**

Department/Agency Director: M. Cecilia Johnson

Date: 02/10/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

## R103299



**"EXHIBIT B"**

**PROPOSED PROPERTY LISTED FOR REPURCHASE  
FISCAL YEAR 2002-03**

**LEGAL DESCRIPTION:**

**LOT 4, BLOCK 28, ALBINA HOMESTEAD**

<b>PROPERTY ADDRESS:</b>	<b>3935 W/N WILLIAMS AVENUE</b>
<b>TAX ACCOUNT NUMBER:</b>	<b>R103299</b>
<b>GREENSPACE DESIGNATION:</b>	<b>None</b>
<b>SIZE OF PARCEL:</b>	<b>6,000 square feet</b>
<b>ASSESSED VALUE:</b>	<b>\$91,000.00</b>

<b>ITEMIZED EXPENSES FOR TOTAL PRICE OF REPURCHASE</b>
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<b>BACK TAXES, INTEREST, PENALTY, FEES:</b>	<b>\$2,597.63</b>
<b>CURRENT YEARS TAXES:</b>	<b>309.18</b>
<b>ACCRUED INTEREST:</b>	<b>131.85</b>
<b>RECORDING FEE:</b>	<b>19.00</b>
<b>CITY LIENS:</b>	<b>00.00</b>
<b>SUB-TOTAL</b>	<b>\$3,057.66</b>
<b>MINIMUM PRICE REQUEST OF REPURCHASE</b>	<b>\$3,057.66</b>

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. \_\_\_\_\_

Authorizing Execution of Deed D031891 for Repurchase of Tax Foreclosed Property to the Former Owner, ARTHUR JENKINS.

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes, and ARTHUR JENKINS is the former owner of record.
- b) ARTHUR JENKINS has applied to the County to repurchase the property for \$3,057.66, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c) The Tax Title Section has received payment in the amount of \$3,057.66 from ARTHUR JENKINS.

**The Multnomah County Board of Commissioners Resolves:**

- 1. The Chair is authorized to execute Deed D031891 as attached, conveying to the former owner the following described real property:

LOT 4, BLOCK 28, ALBINA HOMESTEAD, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 6<sup>th</sup> day of March 2003.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By Sandra N. Duffy  
Sandra N. Duffy, Assistant County Attorney

After recording, return to:  
MULTNOMAH COUNTY  
TAX TITLE  
503/4

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 03-030**

Authorizing Execution of Deed D031891 for Repurchase of Tax Foreclosed Property to the Former Owner, ARTHUR JENKINS

**The Multnomah County Board of Commissioners Finds:**

- a) Multnomah County acquired the real property described below through foreclosure of liens for delinquent taxes, and ARTHUR JENKINS is the former owner of record.
- b) ARTHUR JENKINS has applied to the County to repurchase the property for \$3,057.66, which amount is not less than that required by ORS 275.180; and it is in the best interest of the County that the property be sold to the former owner.
- c) The Tax Title Section has received payment in the amount of \$3,057.66 from ARTHUR JENKINS.

**The Multnomah County Board of Commissioners Resolves:**

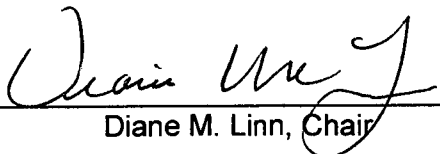
- 1. The Chair is authorized to execute Deed D031891 as attached, conveying to the former owner the following described real property:

LOT 4, BLOCK 28, ALBINA HOMESTEAD, in the City of Portland, Multnomah County, Oregon.

ADOPTED this 6th day of March 2003.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Assistant County Attorney



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

ARTHUR JENKINS  
3945 N WILLIAMS AVE  
PORTLAND OR 97227

After recording, return to:

MULTNOMAH COUNTY  
TAX TITLE  
503/4

**Deed D031891**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ARTHUR JENKINS, Grantee, the following described real property:

LOT 4, BLOCK 28, ALBINA HOMESTEAD, in the City of Portland, Multnomah County, Oregon.

The true and actual consideration paid for this transfer, stated in the terms of dollars is \$3,057.66.

**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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of March 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

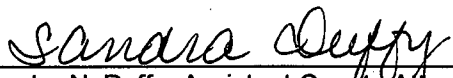
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Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY  
MULTNOMAH COUNTY, OREGON

By

  
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON                                 )  
  ) ss  
COUNTY OF MULTNOMAH                     )

Diane M. Linn, acknowledged this Deed before me this 6th day of March 2003, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

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Deborah Lynn Bogstad,  
Notary Public for Oregon  
My Commission expires: 6/27/05

ARTHUR JENKINS  
3945 N WILLIAMS AVE  
PORTLAND OR 97227

**Deed D031891**

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to ARTHUR JENKINS, Grantee, the following described real property:

LOT 4, BLOCK 28, ALBINA HOMESTEAD, in the City of Portland, Multnomah County,  
Oregon.


The true and actual consideration paid for this transfer, stated in the terms of dollars is \$3,057.66.

**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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of Commissioners the 6th day of March 2003, by authority of a Resolution of the Board of County Commissioners heretofore entered of record.



**BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON**

  
Diane M. Linn, Chair


REVIEWED:

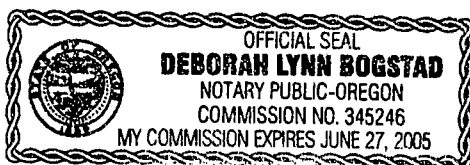
THOMAS SPONSER, COUNTY ATTORNEY  
MULTNOMAH COUNTY, OREGON

By Sandra Duffy  
Sandra N. Duffy, Assistant County Attorney

STATE OF OREGON )  
 ) ss  
COUNTY OF MULTNOMAH )

Diane M. Linn, acknowledged this Deed before me this 6th day of March 2003, to me personally known, as Chair of the Multnomah County Board of Commissioners, on behalf of the County by authority of the Multnomah County Board of Commissioners.

  
Deborah Lynn Bogstad,  
Notary Public for Oregon  
My Commission expires: 6/27/05



# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** C-2

**Est. Start Time:** 9:30 AM

**Date Submitted:** 02/25/03

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**Requested Date:** March 6, 2003

**Time Requested:** N/A

**Department:** Sheriff's Office

**Division:** Enforcement

**Contact/s:** Dave Braaksma

**Phone:** 503 988-4415

**Ext.:** 84415

**I/O Address:** 503/350/Braaksma

**Presenters:** Dave Braaksma

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**Agenda Title:** Approval of Mutual Law Enforcement Agreement 0210290 with the City of Vancouver

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

Approval of Government Contract 0210290.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

This agreement is for the provision of mutual law enforcement assistance within the respective territorial jurisdictions of the City of Vancouver and Multnomah County. It expresses the consent of each party to the enforcement within their territorial jurisdiction by the other party of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

**3. Explain the fiscal impact (current year and ongoing).**

There is no budgetary impact.

**4. Explain any legal and/or policy issues.**

This has been reviewed by the County Attorney

**5. Explain any citizen and/or other government participation that has or will take place.**

As indicated, participation by the City of Vancouver.

**Required Signatures:**

**Department/Agency Director:**      *Bernie Giusto, Sheriff*      **Date: 02/24/03**

**Budget Analyst**

**By:**      **Date:**

**Dept/Countywide HR**

**By:**      **Date:**

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☐ Not Attached Contract #: 0210290  
Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCR Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-2 DATE 03-06-03</b>  <b>DEB BOGSTAD, BOARD CLERK</b> </div>

Department: Sheriff Division: Enforcement Date: 02/24/03  
 Originator: Lee Graham Phone: 988-4308 Bldg/Rm: 503/350  
 Contact: Dave Braaksma Phone: 988-4415 Bldg/Rm: 503/350

Description of Contract: Mutual Aid Agreement with the City of Vancouver

RENEWAL: ☐ PREVIOUS CONTRACT #(S): \_\_\_\_\_

RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_

EXEMPTION \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR # \_\_\_\_\_

CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☐ N/A ☒ NONE (Check all boxes that apply)

Contractor City of Vancouver Address P.O. Box 1995 Vancouver, WA 98668-1995 Attn: Sharyn Toki Frost Phone 360-619-1068 Employer ID# or SS# _____ Effective Date Upon Signature Termination Date In perpetuity Original Contract Amount \$ -0- Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ -0-	Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
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**REQUIRED SIGNATURES:**

Department Manager <u>CD Graham</u>	DATE <u>2-24-03</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Scott H. Long</u>	DATE <u>2-24-03</u>
County Chair <u>Debra M. Smith</u>	DATE <u>3-6-03</u>
Sheriff <u>CD Graham for BAC</u>	DATE <u>2-24-03</u>
Contract Administration _____	DATE _____

(Class I, Class II Contracts only)

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01											
02											
03											

Exhibit A, Rev. 3/25/98 DIST: Originator, Accts Payable, Contract Admin - Original If additional space is needed, attach separate page. Write contract # on top of page.

2-3-03

MASTER INTERLOCAL MUTUAL  
LAW ENFORCEMENT ASSISTANCE AGREEMENT

THIS MASTER MUTUAL LAW ENFORCEMENT ASSISTANCE AGREEMENT ("MASTER AGREEMENT") is entered into by and between the undersigned parties for the purpose of securing to each the benefits of mutual law enforcement assistance within their respective territorial jurisdictions, to express the consent of each party to the enforcement within their territorial jurisdiction by other parties of applicable traffic and criminal laws, and, in certain cases, to designate certain personnel of other parties who are assigned to special law enforcement units as special deputies.

WHEREAS, Oregon Revised Statutes (ORS) Chapter 190 and ORS 190.110 provide that a unit of local government may enter into a written agreement with any other unit of local government for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, ORS 190.420 provides that any power or powers, privilege or authority exercised or capable of exercise by an Oregon public agency may be exercised and enjoyed jointly with any public agency in another state to the extent that the laws of the other state permit such exercise or enjoyment;

WHEREAS, ORS 190.472 provides that certain Washington police officers may exercise any authority that the officer's commission vests in the officer throughout the territorial boundaries of Oregon if the officer is acting pursuant to a mutual law enforcement assistance agreement between law enforcement agencies of the respective states;

WHEREAS, Revised Code of Washington (RCW) Chapter 39.34 and RCW 39.34.030 provide that any power or powers, privilege or authority exercised or capable of exercise by a Washington public agency may, by agreement, be exercised and enjoyed jointly with any other public agency in any other state to the extent that the laws of such state permit such joint exercise or enjoyment;

WHEREAS, RCW 10.93.130 provides that Washington law enforcement agencies may, pursuant to the provisions of RCW Chapter 39.34, contract with any law enforcement agency of Oregon or its political subdivisions to provide mutual law enforcement assistance;

WHEREAS, RCW 10.93.070(2) provides, inter alia, that a general authority Washington peace officer may enforce traffic and criminal laws throughout the territorial bounds of Washington upon the prior written consent of the sheriff or chief of police in whose primary territorial jurisdiction the exercise of the powers occurs; and

WHEREAS, RCW 10.93.090 provides that a specially commissioned Washington Peace Officer as defined therein may exercise authority which the special commission vests in the officer pursuant to a Mutual Law Enforcement Assistance Agreement; and

WHEREAS, the parties to this Agreement desire to take full advantage of the provisions cited herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Definitions.**

- a) **Administrative and Support Units** mean those units comprised of personnel assigned to administrative, fiscal, logistical or personnel support, as opposed to investigative or enforcement activities, including: but not necessarily limited to fleet management, internal affairs, records management, and the like.
- b) **Authorized representative** means the ranking on-duty supervisor empowered by his/her chief law enforcement officer to act under this intergovernmental agreement.
- c) **Chief law enforcement officer** includes the sheriff or director of public safety of a county, the chief of police of a city or town, and chief officers of any other law enforcement agency which is a party to this agreement.
- d) **Emergency Assistance** means mutual aid provided by the parties in a major incident under the statutory authority of the parties but without a preexisting mutual aid agreement between the affected parties.
- e) **Employment agency** means the law enforcement agency under whose employment an officer is authorized to act and includes the "primary commissioning agency" as that phrase is defined in RCW 10.93.020(8) and "commissioning agency" as that term is defined in ORS 190.476(4), as now enacted or hereafter amended.

- f) **Fresh pursuit**, for purposes of this agreement, means pursuit as defined in ORS 133.420 and RCW 10.89.050, as now enacted or hereafter amended, and in addition includes pursuit without unreasonable delay, pursuit as defined by the common law, and also the pursuit of a person who has committed a felony or who reasonably is suspected of having committed a felony or a violation of such other state relating to driving while intoxicated, driving under the influence of drugs or alcohol, driving while impaired, or reckless driving, whether or not the same has actually been committed, if there is reasonable ground for believing that the same has been committed. Fresh pursuit includes taking the fleeing suspect into custody once officers have apprehended the suspect.
- g) **Incident Commander** means the authorized representative of the agency with primary geographic or territorial jurisdiction in which a major incident has occurred or is occurring.
- h) **Law Enforcement Agency** means any "law enforcement unit" as defined in ORS 181.610(13) and any "general authority Washington law enforcement agency" as defined in RCW 10.93.020(1), as now enacted or hereafter amended.
- i) **Major incident** means any crime or crimes, a natural disaster, extreme civil disorder, or similar event causing or having potential to cause injury, death, or substantial property damage.
- j) **Non-Emergency Assistance** means mutual aid provided by the parties in any circumstance, including a major incident that is governed by a preexisting mutual aid agreement between the affected parties.
- k) **Personnel** means uniformed, investigative, or support service personnel of any law enforcement agency which is a party to this agreement.
- l) **Police Officer, Peace Officer, General Authority Washington Peace Officer, or Specially Commissioned Washington Peace Officer** means a full-time, fully compensated police officer commissioned by the States of Oregon or Washington or any full-time, fully compensated police officer commissioned by a public agency or unit of local government of the States of Oregon or Washington to enforce the criminal laws of Oregon or Washington and includes the definitions contained or employed in ORS 181.610, ORS 190.472, RCW



10.93.020(3), and RCW 10.93.020(5), as now enacted or hereafter amended.

- m) **Primary Geographic or Territorial Jurisdiction**, in the case of counties, means the unincorporated areas of the county, and, in all other cases, means the territorial boundaries of the city, town or other public agency or unit of local government in which a law enforcement agency is authorized to act. Such jurisdiction includes the definition contained in RCW 10.93.020(7), as now enacted or hereafter amended.
- n) **Public agency** means those entities defined in ORS 190.410 and RCW 39.34.020, as now enacted or hereafter amended.
- o) **Special law enforcement unit** means specialized investigative or enforcement units, and includes: detective units or divisions; explosives and ordinance disposal units, hazardous devices or bomb squads; drug or drug and vice divisions or units, including multi-agency task forces; gang or gang enforcement units, including multi-agency task forces; hostage negotiation teams, special weapons and tactics teams or units; canine units; traffic accident investigation units, and marine patrol units.
- p) **Technology** means equipment and supplies used in the location, identification and preservation of physical evidence.
- q) **Technical expertise** means the knowledge, skills and abilities possessed by personnel in investigative techniques and technology use.
- r) **Unit of local government** means those public agencies defined in RCW 39.34.020 and ORS 190.003 and as employed in RCW Chapter 39.34 and in ORS 190.003 to 190.125, as now enacted or hereafter amended.

2. **Purpose and Function.** The purpose of this agreement is: (1) To provide for combined use of personnel during major incidents; (2) To permit the personnel of each party to engage in administrative and investigative activity within the primary or geographic territory of other parties; (3) To commission or specially commission personnel in each party's specialized law enforcement units to enforce applicable traffic and criminal laws within the primary or geographic territory of other parties; and (4) To encourage subsequent mutual law enforcement assistance agreements calling for specific combined operations whenever tactically and fiscally practical and efficient.

- a) **Major Incidents.** In the event of a major incident, a chief law enforcement officer, or his or her authorized representative, is empowered to request assistance without advance notice from another or all other units of government and law enforcement agencies participating in this Agreement when it reasonably appears that additional personnel, technology and/or technical expertise is needed to respond to a major incident occurring within the jurisdiction requesting assistance.
- (i) Requests for Aid. Such requests may be made by the chief law enforcement officer or his or her authorized representative to the chief law enforcement officer, or authorized representative, of the responding unit of local government and law enforcement agency. The latter shall respond to its fullest ability to do so without compromising its ability and resources to maintain a reasonable level of service within its own jurisdiction. The decision of the chief law enforcement officer, or authorized representative of the agency from who aid is requested as to what personnel, equipment and vehicles are available for response shall be final.
- (ii) Recall. The assigned incident commander or incident coordinator, at his or her discretion, shall have authority to deploy aiding agency personnel, other than those deployed in special law enforcement units, in any manner deemed necessary under the circumstances. At the request of the incident commander or incident coordinator any aiding agency shall withdraw from the scene of a major incident. Further the responding agency shall be released by the incident commander as soon as their services are no longer required or when the responding agency is needed within the area for which it normally provides law enforcement services.
- (iii) Expenses. Expenses incurred in the provision of emergency assistance in major incidents shall be allocated in accordance with this subparagraph.
- (a) *Extraordinary expense*, as that phrase is employed in subparagraph (c), below, means any expense not formally budgeted or approved and excludes salaries, benefits and overtime and routine capital costs and expenses.

- (b) *Subsistence Expense* means the reasonable cost of meals and lodging, if not provided in kind.
  - (c) *Expenses*. Routine expenses, including cost of equipment, supplies, and materials used or expended and reasonable subsistence expenses incurred in the provision of emergency assistance during major incidents shall be borne by each party. In the case of a major incident, extraordinary costs, including reasonable subsistence expenses, shall be borne by the agency requesting assistance. At the conclusion of a major incident, any property, equipment, or improvements used in the provision of emergency assistance shall become the sole property of the party that provided the property, equipment, or improvements.
  - (d) Expenses incurred in connection with non-emergency assistance provided through subsequent mutual aid agreements or amended agreements shall be governed by the provisions for Financial Administration set forth in paragraph 5, below.
- b) **Investigative Activities.** In addition to assistance provided in major incidents, the personnel of any party may, without restriction or limitation, engage in investigative activity within the primary territorial or geographic jurisdiction of any other party, PROVIDED, that such personnel provide notice of their presence to the party with primary territorial or geographic jurisdiction by contact with its authorized representative either in person or by telephone.
- c) **Commissioning and Cross-Commissioning of Patrol and Special Law Enforcement Units.** The parties agree to cross-commission or specially commission each other's full time, fully compensated peace or police officers who:
  - (1) Are assigned to special law enforcement units, as defined in paragraph 1 (o), or are assigned to patrol units and engaged in fresh pursuit, as defined in paragraph 1(f);
  - (2) Are eligible for cross-commissioning or special commissioning under applicable laws;

- (3) Meet or exceed all training and education standards or requirements of the Oregon Department of Public Safety Standards and Training or the Washington Criminal Justice Training Commission;
- (4) Are in good standing with their employing agency.

(i) Responsibility of Employing Agency. The employing agency shall:

- Identify each officer assigned to or removed from its special law enforcement units at the time of assignment or removal;
- Certify, not less than annually, that each officer identified as assigned to its special law enforcement units remains so assigned and remains in good standing with the employing agency;
- In the case of reassignment, retirement, or suspension of any person previously assigned to its patrol or special law enforcement units, promptly notify the agency with primary geographic or territorial jurisdiction of the same.

(ii) Responsibility of Agency with Primary Geographic or Territorial Jurisdiction. The agency with primary geographic or territorial jurisdiction shall:

- Cross-commission or specially commission any officer identified and by his or her employing agency as assigned to the employing agency's patrol or special law enforcement units and certified to be in good standing;
- Provide, at its option, authorized forms of oath to each cross-commissioned or specially commissioned officer;
- Provide, at its option, authorized commission cards to each cross-commissioned or specially commissioned officer; and
- Prescribe limitations and additional training, as set forth below or as may be agreed to in writing by the parties, relating to the exercise of authority by cross-commissioned or specially commissioned officers.

(iii) Responsibility of Cross-Commissioned or Specially Commissioned Officers. Officers who are cross-commissioned or specially commissioned under this agreement, in addition to abiding by any limitations or satisfying any additional training requirements of the agency with primary geographic or territorial jurisdiction, shall:

- Abide by all state, federal and local law applicable to the agency with primary geographic or territorial jurisdiction;
- Exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when on duty with their employing agency and not when off duty or privately employed;
- In the case of patrol units, exercise law enforcement powers under their commissions and on behalf of the agency with primary geographic or territorial jurisdiction only when engaged in fresh pursuit as defined in paragraph 1(f).
- Report their presence, in person or by radio or by telephone, to the authorized representative of the agency with primary geographic or territorial jurisdiction;
- Immediately report any arrest, search, seizure or use of force in person to the authorized representative of the agency with primary geographic or territorial jurisdiction.

d) **Subsequent Agreements.** The parties agree that other mutual law enforcement assistance agreements, not inconsistent with this agreement, may and should be executed whenever combined administrative, investigative or enforcement operations are mutually agreed to be tactically and fiscally practical and efficient. Such agreements shall incorporate by reference the terms of this agreement. In the event of conflict in the interpretation of this and subsequent agreements, the provisions of this agreement shall control unless expressly agreed otherwise by the parties to the subsequent written agreement.

3. **Commencement, Effective Dates and Duration.** This agreement shall become effective on the date the agreement is executed by at least two parties and shall renew automatically on the 1<sup>st</sup> days of each following January thereafter unless terminated in accordance with the provisions of paragraph 13, below, PROVIDED, that the consent to the exercise of authority, given in

accordance with paragraph 2( c) hereof, shall be for the term or tenure of the consenting chief law enforcement officer unless earlier revoked.

4. **Joint Administration.** No new or separate legal or administrative entity is created by this agreement. This agreement shall be administered by a Board comprised of the chief law enforcement officers of each signatory law enforcement agency or his or her designee. Upon the commencement of this agreement by its execution by at least two parties, those parties may designate a specific member, officer or agent, to act as administrator of this and related mutual law enforcement assistance agreements, whose duty it shall be to report annually to the Board concerning the exercise and enjoyment of authority under such agreements. At the conclusion of the first full calendar year in which this agreement is in effect, and annually thereafter, a majority of signatories represented on the Board may designate a specific member, officer or agent, to act as administrator. It shall be the duty of the Board to evaluate the exercise of authority under this and related mutual law enforcement assistance agreements and to recommend reasonable and necessary amendment or modification thereof to their governing or legislative bodies.
5. **Financial Administration.** The methodology for determining the fair costs of non-emergency assistance mutual aid, for contracting for services, for adjustments to service delivery and compensation therefore, for billing and payments for services, and for the transfer and disposition of capital assets for this Agreement and subsequent agreements that incorporate it is governed by the Finance and Administration Provisions attached hereto as Exhibit" A" and incorporated by reference as if fully set forth herein. Financial administration for emergency assistance mutual aid is governed by paragraph 2(a)(iii) of this Master Agreement.
6. **Personnel.** No transfer of any personnel between the parties is provided for by this agreement. Each party to this agreement shall continue to provide its own personnel who may be assigned to render assistance to any other party or who may otherwise exercise or enjoy authority under this agreement the same salaries, compensation for death or disability, retirement and leave, cost of transportation, and other normal fringe benefits as such personnel would receive from that party as their employing agency.
7. **Property.** No transfer of property between the parties or to any third party is provided for by this agreement.

**8. Supervision and Control Over Officers.**

**a) Major Incidents.**

- (i) Incident Commander. The sheriff or chief, or their authorized representative legally responsible for police protection at the scene of the major incident shall remain in charge as incident commander or incident coordinator and shall provide general directions to all aiding agency personnel.
- (ii) Incident Coordinator. Where the services of the responding agencies are required on a dispersed basis or at several locations, the sheriff or chief, or designated officer in charge for the agency requesting assistance shall be the incident coordinator. The coordinator shall have the authority to assign responding agency personnel to locations within or without his/her jurisdiction, save that as to responding personnel dispatched to locations outside of his/her jurisdiction, the coordinator shall forthwith give notice of such dispatch to the senior officer in the jurisdiction to which said personnel are dispatched, and said senior officer shall forthwith be deemed the officer responsible for personnel serving in his/her jurisdiction, and, under the coordinator, shall provide direction to such responding personnel so that the desired effect may result:
- (iii) Special law enforcement units. Special law enforcement units, such as "Special Weapons and Tactics Teams," "Hostage Negotiation Teams," "Hazardous Devices or Bomb Squads," and other specialized teams, when requested will maintain their unit integrity and will be responsible to an incident commander from their agency. The incident commander will correlate his/her unit's actions with the incident coordinator to achieve the desired results, but shall retain full authority to assign, deploy, and initiate action by his/her unit; and may withdraw his/her unit or request that personnel from other agencies avoid or discontinue activities which, in his/her discretion will compromise or hinder the effective performance of his /her unit.

- b) **Investigative Activity**. Personnel who exercise or enjoy investigative authority under this agreement without prior delegation of direct supervision to another party, shall be deemed to be under the command and control of their employing agency.

- c) **Exercise of Authority by Consent.** General authority Washington peace officers exercising authority by consent within the primary territorial jurisdiction of another Washington law enforcement agency shall be deemed to be under the command and control of their employing agency.
  - d) **Special Law Enforcement Units.** Personnel assigned to special law enforcement units who exercise or enjoy authority by virtue of commissions or special commissions granted under this agreement, despite prior delegation of general supervision to the incident commander, incident coordinator or other authorized representative of another party, shall be deemed to be under the command and control of their employing agency.
9. **Privileges and Immunities.** All of the privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension relief, disability, workers' compensation insurance and other benefits that apply to the activities of law enforcement personnel when performing their duties within the territorial limits of their employing agencies apply to them and to their employing agencies to the same degree and extent while the officers exercise authority under this agreement.
10. **Liability and Indemnification.** It is understood that this Agreement for mutual aid shall constitute the sole consideration for all requested assistance and during the course of rendering aid the use of personnel or equipment of each party shall be at the risk of that party. Each party hereto shall protect its own employees performing under this Agreement by adequate workers compensation insurance or self-insurance. Each party hereto shall obtain and maintain in full force and effect adequate public liability and property damage insurance or self-insurance to cover claims for injury to persons or damage to property arising from the performance of this Agreement. Each jurisdiction shall be responsible for the acts of its own employees.

Each party, as the employing agency, hereby agrees to indemnify and hold harmless all other parties and their officers, agents and employees from and against any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly out of any action or conduct of the employing agency's personnel in the exercise or enjoyment of this agreement, subject to the following provisions and limitations:



- a) Generally. Except as provided herein, liability for any and all loss, damages, injury, liability suits and proceedings however caused, arising directly or indirectly from the provision of mutual law enforcement assistance in accordance with this agreement shall be allocated in accordance with ORS 190.476 and/or RCW 10.93.040;
- b) Special Law Enforcement Units. Notwithstanding the prior delegation of general supervisory control over personnel in special law enforcement units to an incident commander, incident coordinator or other authorized representative, the duty to indemnify and hold harmless shall remain with the party which is the employing agency of such personnel, except as provided below.
- c) Claims Involving Unauthorized Intentional Conduct. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the unauthorized intentional conduct of personnel of any other party.
- d) Claims Involving Sole Conduct of Person or Party. The duty to defend or indemnify, established herein, shall not extend to liability alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the sole acts, omissions or negligence of personnel of any other party.
- e) Claims Involving Concurrent Conduct. The duty to defend or indemnify, established herein, shall extend to liability for damages alleged or found to have arisen out of bodily injury to persons or damage to property caused by or resulting from the concurrent acts, omissions or negligence of personnel of the parties only to the extent of the actual negligence of such personnel. Notwithstanding the existence of related liability claims against other parties, as to claims of concurrent liability, the duty to defend and indemnify shall extend to the party whose personnel's actual conduct, act or omission is agreed by the parties or later determined to have been the direct cause of the injury to persons or damage to property which is the subject matter of the claim.
- f) Claims by Personnel of Party. Each party shall indemnify and hold harmless the other parties for liability for damages alleged or found to have arisen out of bodily injury to its personnel arising directly or indirectly out of the exercise or enjoyment of authority under this

agreement. As to such claims against any other party, its officers or agents, each of the parties to this agreement specifically and expressly waives any immunity that may be granted them under the workers' compensation laws of the States of Oregon or Washington.

- g) Property of the Parties. No party to this Master Agreement shall be obligated to reimburse any other party for use of personnel or equipment, except that, in the event of emergency assistance in a major incident, the requesting agency shall retain responsibility for all extraordinary expenses, including costs of equipment, materials and supplies, including reasonable subsistence expenses, in accordance with paragraph 2(a)(iii) hereof.
- h) Notice of Claims or Actions. If any party receives notice of claim, suit or action arising from the exercise or alleged exercise of authority under this Agreement, such party shall promptly notify in writing the administrator designated by the Board in accordance with paragraph 5, above, and/or all other parties who are or may be affected by such notice of claim, suit or action.
- i) The indemnification requirements contained herein are subject to the limitations contained in the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260-.300).

The indemnification provided herein shall include all costs of defending any suit, including attorney fees.

- 11. **Reporting.** Any exercise of investigative authority under this agreement must meet the notification requirements set forth in paragraph 2, as well as the reporting requirements of ORS 190.474 and/or RCW 10.93.030, as now enacted or hereafter amended. In addition, copies of reports relating to the exercise of authority shall be provided to the administrator designated by the Board.
- 12. **Media Relations.** In the event the actual exercise or enjoyment of authority pursuant to this Agreement results in a press conference, press release or other media relation involving any party, said party shall provide notice thereof, together with copies of briefings, releases or other similar documents, to the chief law enforcement officer or authorized representative of any other affected party.

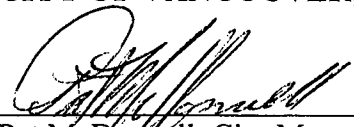
13. **Termination.** Any party herein shall have the right to terminate this Agreement for any reasons whatsoever upon giving the other parties thirty (30) days written notice in advance of the date sought for such termination; PROVIDED, that the terms and conditions of this Agreement shall continue in full force and effect for the duration of any subsequent or subsequently amended mutual law enforcement assistance agreements to which this Agreement applies on the date of notice of termination and, PROVIDED, that, as to such party, any obligation or liability arising directly or indirectly from an occurrence prior to the date sought for such termination shall not be excused and, PROVIDED FURTHER, that this agreement shall remain in full force and effect as to the remaining parties hereto so long as at least two parties remain active participants.
14. **Dispute Resolution.** In the event of a dispute between any parties regarding the exercise or enjoyment of authority under this agreement, the dispute and options for its resolution shall be reviewed, first, by chief law enforcement officers and, second, by the designee of the governing or legislative body of the affected agencies. Any decision of the affected parties regarding the dispute shall be final as between those parties and shall be communicated in writing to the designated administrator of the Board. Any dispute, controversy or claim of breach arising out of or related to this agreement, which cannot be resolved by the affected parties, shall be referred, first, to the designated administrator and, second to the Board for mediation. The designated administrator or mediator(s) appointed by a majority of the Board shall review the dispute, controversy or claim and options for its resolution. Any action taken or decision made in informal consultation or mediation shall be subject to ratification by the governing or legislative body of the affected public agencies. Any dispute, controversy or claim of breach which cannot be resolved by mediation, shall be submitted to binding arbitration in accordance with the rules and procedures set forth in ORS Chapter 36 or RCW Chapter 7.04, as the case may be, and the judgment or award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
15. **Assignment/Subcontracting.** No party to this agreement shall transfer or assign, in whole or in part, any right or obligation created under this agreement.
16. **No Third Party Beneficiary.** By execution of this agreement, the parties do not intend there be any third-party beneficiary of the rights or obligations created herein.

17. **Non-Discrimination.** In the exercise and enjoyment of authority under this agreement, no party shall discriminate against any personnel because of age, sex, race, creed, religion, color, national origin, marital status, pregnancy, veteran status, any physical, mental or sensory disability, or actual or perceived sexual orientation.
18. **Notice.** Any notices to be given under this agreement shall be sufficient when delivered, postage prepaid, and addressed (a) to the affected party or parties at the address(es) listed on their signature page of this agreement and (b) to the designated administrator at such address as he or she may from time to time provide to the parties.
19. **Waiver.** No waiver by any party of any term or condition of this agreement, or prior agreements ratified hereby, shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.
20. **Priority of Documents and Construction.**
  - a) Pre-existing Agreements. Subject to paragraph 23, below, all terms and conditions of this Agreement, not inconsistent with the provisions of any pre-existing mutual law enforcement agreement between two or more parties hereto, shall control over such pre-existing agreement. In case of conflict between the terms of this agreement and the provisions of a pre-existing mutual law enforcement assistance agreement between two or more parties hereto, as to those parties the specific provisions of the pre-existing agreements shall control over this agreement.
  - b) Subsequent Agreements. Subsequently Amended Agreements. Subject to paragraph 23, below, all terms and conditions of this Agreement, shall control over inconsistent provisions of any subsequent mutual law enforcement assistance agreements or subsequent amendment to any mutual law enforcement assistance agreement between two or more parties hereto, Provided, However, that the parties may agree that specifically identified terms and conditions of this Agreement shall be superseded, in which case, the specific provisions of the subsequent mutual law enforcement assistance agreement or amended law enforcement assistance agreement shall control over the specified provisions of this Agreement.

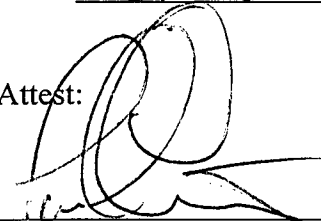
21. **Entire Agreement.** This agreement, combined with the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements, contains all of the agreements of the parties with respect to the subject matter covered or mentioned therein and no other prior agreements shall be effective to the contrary.
22. **Amendment.** The provisions of this agreement and of the attached, incorporated and ratified pre-existing mutual law enforcement assistance agreements may be amended with the mutual consent of the parties or, in the case of pre-existing agreements, by the affected parties. However, no additions to, or alterations of, the terms of this agreement shall be valid unless made in writing and formally approved and executed by all of the parties hereto.
23. **Document Execution and Filing.** By execution of this agreement, each party represents that it has authority to act and that it has submitted, or will submit, this agreement for review and filing as may be required by the laws of Oregon or Washington.
24. **Severability.** If any section or part of this agreement is held by a court of competent jurisdiction to be invalid, such action shall not affect the validity of any other part of this agreement.

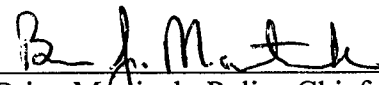
EXECUTED on the day and year first written below. The parties acknowledge that this Agreement has been approved by their respective legislative bodies in accordance with appropriate laws.

**CITY OF VANCOUVER, WASHINGTON**

  
Pat McDonnell, City Manager

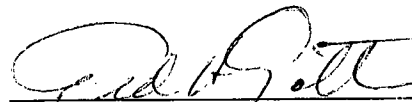
Date: 02-03-04

Attest:   
Paul Lewis, City Clerk

  
Brian Marinek, Police Chief

Date: 02-06-03

Approved as to form:

  
Ted H. Gathe, City Attorney

Address for Notice:

City Clerk  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

And

Chief of Police  
Vancouver Police Department  
City of Vancouver  
PO Box 1995  
Vancouver, WA 98668-1995

EXECUTED on the day and year first written below. The parties acknowledge that this Agreement has been approved by their respective legislative bodies in accordance with appropriate laws.

MULTNOMAH COUNTY SHERIFF

CD Graham for BAG  
Bernie Giusto, Sheriff

Date: 2-24-03

BOARD OF COUNTY COMMISSIONERS,  
Multnomah County, OR

Diane M. Linn  
Diane M. Linn, Chair

Approved as to form:  
THOMAS SPONSLER  
County Attorney

Scott H. Lutz  
Assistant County Attorney

Address for Notice:

Bernie Giusto, Sheriff  
Multnomah County Sheriff's Office  
501 SE Hawthorne Blvd., Suite 350  
Portland, OR 97214

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-2 DATE 03.06.03  
DEB BOGSTAD, BOARD CLERK

## EXHIBIT A

### FINANCE AND ADMINISTRATION PROVISIONS

For purposes of this Master Interlocal Mutual Law Enforcement Assistance Agreement and subsequent agreements or amended agreements that incorporate it, the parties agree that the following method for determining fair costs for contracting services between jurisdictions and for the cost sharing of agreed to services shall govern, regardless of which jurisdiction manages the service:

1. **PURPOSE.** The purpose of this agreement is to set forth the financial and administrative procedures the undersigned parties incorporate into subsequent service agreements
2. **DEFINITIONS:**
  - a) **Government.** Jurisdiction that solicits and pays for the service(s).
  - b) **Contractor.** Jurisdiction that contracts to provide the service(s).
  - c) **Jurisdiction.** See Master Inter local section 4. Parties.
  - d) **Cost centers.** The sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs required providing a specific service.
  - e) **Allocation.** That portion of the Contractor's cost center that is directly attributable to the provision of services.
  - f) **Direct costs.** Those costs that can be identified specifically with a particular final cost objective.
3. **COST OF SERVICES**
  - a) **Cost center calculation.** Costs for services shall be calculated using the Contractor's current year adopted budget. The cost center shall be the sum total of all direct costs, departmental overhead costs and interdepartmental indirect costs.
  - b) **Direct Cost Calculation.** Direct costs shall include all personnel salaries, benefits, supplies and services of those programs that are directly involved in the provision of services.

- i) **Capital costs.** Capital budget appropriations for equipment that costs \$5,000 or less shall be included in the current year cost center, PROVIDED that if the Contractor's current capital policy is for an amount higher than \$5,000 the higher amount shall be the applicable policy. Equipment that costs \$5,000 (or the Contractor's applicable policy amount) or more shall be depreciated over the service life of said equipment and only the current year depreciation shall be included in the cost center.
  - ii) **Equipment costs.** Equipment costs shall include all Contractor's cost (e.g. maintenance, fuel depreciation).
- c) **Departmental overhead costs.** Department overhead shall include all administrative and support costs related to service operations and shall be proportionate to the direct cost of services.
- d) **Inter departmental indirect costs.** The parties agree that the Contractor may use its most current published indirect plan when costing services. The plan must be in accordance with OMB Circular A-87.
- i) **Self-Insurance.** The Contractor may recover the annual costs of their self-insurance program by either including the program as an element of their indirect cost plans or by charging programs directly. The program shall be subject to actuarial review at least every five years and the annual internal charge shall represent an amount that maintains the program.
- e) **Depreciation.** The Contractor can recover the cost of replacing "booked" facility or equipment assets. The method of recovery will be determined by the agreements subject to this Master Inter local Assistance Agreement.
- f) **Revenue.** If the Contractor receives revenues that offset direct, departmental overhead and interdepartmental indirect expenses, the revenues will be applied to the applicable expense category prior to the allocation of costs to the Government.
- g) **Allocation of costs.** The allocation of service costs must be based on one or more measurable factors, including but not limited to:
  - i) The geographic size of the area to be serviced;
  - ii) The population of the area to be serviced;
  - iii) The assessed valuation of the area to be serviced;
  - iv) The level of service to be delivered;
  - v) Workload statistics or other relevant data bases.



- h) **Reconciliation of contracted (budgeted) costs with actual costs.** For those service contracts wherein the cost of services to the Government is based on a percentage allocation of the Contractor's total current year budget, there shall be a year-end reconciliation of the Contractor's budgeted appropriations for the service cost center with the Contractor's actual costs for the service cost center; said reconciliation to be made following the thirteenth month accounting period. In those circumstances where the Contractor's year-end actual costs are less than the amount that was appropriated in the Contractor's budget, the Government shall receive a monetary rebate for the cost of services within 30 days subsequent to the reconciliation date, or at the Government's option, a credit for the cost of the subsequent year services.
- i) **Calculation of the rebate/credit.** The amount of the rebate or credit shall be based on the Government's allocated share of the costs; e.g. if the Government's allocated share of the Contractor's cost center is twenty five (25) percent, the Government shall be entitled to a rebate or credit equaling twenty-five percent of the difference between the Contractors budgeted appropriations for the cost center and the Contractor's actual costs.
- j) **Reconciliation of adopted budget with thirteenth month budget.** There shall be a year-end reconciliation of the Contractor's original adopted budget with Contractor's budget as it exists following mid-year supplemental appropriations or other budget adjustments. Mid-year legislative resolutions which adjust the Contractors budgeted cost center shall also adjust the Government's service costs in accordance with the percentage allocation that was contractually agreed to; PROVIDED that the Government shall have the right to question the validity of those supplemental appropriations not directly related to the provision of Government services pursuant to Sections 3a through 3d of this agreement.
- k) **Validity of supplemental appropriations.** The Contractor shall provide the Government with a copy of all mid-year budget resolutions and associated staff reports. If the Government wishes to question the validity of all or of some part of a supplemental appropriation, the Contractor's finance director and the Government's finance director shall attempt to resolve the matter. If the Contractor's finance director and the Government's finance director are unable to resolve the matter, the provisions for dispute resolution set forth in the Master Inter-local agreement shall apply.

#### 4. CHANGE IN SCOPE OF SERVICES.

- a) **Mid-year adjustments to service delivery.** The Government may order changes in the delivery of services consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the Contractor's services have been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the Government and the Contractor.
  - i) **Additional compensation.** If the Contractor believes that any particular work is not within the scope of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the Government's Finance Director in writing of this belief. If the Government's Finance Director believes that the particular work is within the scope of the contract as written, the parties, will resolve their dispute in accordance with the Master Inter-local Assistance Agreement.
- b) **Annual adjustments to service delivery.** Each year, by September 5, or the first working day thereafter, the Contractor shall provide the Government with an estimate of the subsequent years service costs and service data and an estimate of the Government's contract amount for the same level of service for the subsequent year. By September 20 or the first working day thereafter, the Government shall notify the Contractor of any changes in service or service level for the subsequent year. By October 10 or the first working day thereafter, the Contractor shall provide the Government with the estimated contract amount for the subsequent year based on the changes in service requested by the Government.
  - i) **Reconciling final adopted budget with contract.** The Contractor shall adjust the contractual cost of services to reflect the final adopted budget and shall notify the Government in writing of any adjustments made to the contract amount, on or before December 31.

## 5. FINANCIAL REPORTING and PAYMENT REQUIREMENTS.

- a) **Monthly reports.** The Contractor shall provide the Government with monthly revenue and expenditure reports. The reports shall be tailored to report only those revenues and expenditures that are associated with the service agreement.
- b) **Ending reports.** The Contractor shall provide the Government with reports showing total ending revenues and expenditures associated with the service agreement either at the termination of the agreement or at the end of the calendar year, whichever occurs earlier.
- c) **Billing procedures.** It is contemplated that service costs to the Government may be based either upon the Contractor's actual monthly costs of service, or upon the Contractor's budget, pursuant to Section 3 of this agreement. If service costs are based on the Contractor's actual monthly costs, payments shall be made within 30 days after receipt of the Contractor's bill. If service costs are based on the Contractor's budget, the Government shall make four equal quarterly payments. The Contractor shall issue the bill by the fifteenth (15th) day of the month and payments by the Government shall be due within thirty (30) days after issuance of the bill. Payments that are not paid within the allotted time periods shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one percent (1 %) per month.

## 6. TRANSFER AND DISPOSITION OF CAPITAL ASSETS

- a) **Transfer of real property at agreement termination.** Upon termination of this agreement, non-infrastructure property, such as land and buildings shall be transferred at fair market value as determined by an appraisal from disinterested persons of suitable qualifications; PROVIDED, the Contractor shall have discretion to sell such assets and the Government shall have discretion to buy.
- b) **Vehicles and Equipment.** Upon termination, vehicles and equipment shall be transferred at fair market value; PROVIDED, the Contractor shall have discretion to sell such capital assets and the Government shall have discretion to buy. Fair market value shall be the mutually agreed upon price at which bona fide sales have been consummated for assets of like type, quality, and quantity in the Portland metro market at the time of acquisition. The Contractor shall retain any monetary reserves set aside for maintenance or replacement of the vehicle or equipment to be transferred.

- i) **Definition of equipment.** Equipment shall be defined as any capital asset having a value of \$5,000 or more; PROVIDED, that if the Contractor's current capital policy is for an amount higher than \$5,000 the higher amount shall be the applicable policy.
- ii) **Definition of a computer as equipment.** A computer, for the purpose of transfer as "equipment," shall be comprised of the Central Processing Unit (CPU) plus a monitor, plus any keyboard, plus any associated peripherals.

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-1

**Est. Start Time:** 9:30 AM

**Date Submitted:** 02/10/03

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**Requested Date:** March 6, 2003

**Time Requested:** 5 minutes

**Department:** DBCS

**Division:** FM

**Contact/s:** Jennifer De Gregorio

**Phone:** 503 988-4349

**Ext.:** 84349

**I/O Address:** 274/FM

**Presenters:** Jennifer De Gregorio

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**Agenda Title:** Approval of Lease of the Children's Receiving Center Building at the Gateway Children's Center to Christie School for Operation of the Receiving Center Program.

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

- 
- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

We request Board approval of the lease.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The County purchased the Gateway Children's Center property and built a facility to operate a receiving center for abused and/or neglected children. This lease will facilitate operation of the Receiving Center by a qualified service provider, supported by a service contract as well as a lease.

- 3. Explain the fiscal impact (current year and ongoing).**

The lease revenue will pay for operation and maintenance costs of the premises for the five year duration of the lease. The County will receive \$6,976.29 per month, with annual adjustments for changes in operating and maintenance expenses.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

**4. Explain any legal and/or policy issues involved.**

This lease has been negotiated and finalized in concert with previous Board action on Gateway Children's Center and Children's Receiving Center issues.

**5. Explain any citizen and/or other government participation that has or will take place.**

County Human Services is responsible for program administration at the Gateway Children's Center, and has approved the lease.

**Required Signatures:**

Department/Agency Director: *M. Cecilia Johnson*

Date: 02/10/03

County Attorney

By: *Matthew O. Ryan*

Date: 02/10/03

Budget Analyst

By: \_\_\_\_\_

Date:

Dept/Countywide HR

By: \_\_\_\_\_

Date:

**MULTNOMAH COUNTY REAL PROPERTY LEASE DESCRIPTION FORM**

☒ Revenue   ☐ Expense   ☐ County Owned   Renewal   Taxpayer ID:

**NEW LEASE AT CHILDREN'S RECEIVING CENTER**

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Property Management Contact:   Esther Lugalía   Phone: 988-4214  
Date:   2/4/03  
Division Requesting Lease:   Facilities & Property Management  
Contact:   Jennifer De Gregorio   Phone: 988-4349

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Lessor:   Multnomah County  
Address:   401 N. Dixon Street Portland OR 97227  
Phone:   503-988-3322  
Lessee:   Christie School  
Address:   Box 368 Marylhurst OR 97036  
Phone:   503-635-3416

Address of lease and purpose:  
10305 East Burnside Street  
Operation of residential care center for abused and neglected children for Children's  
Receiving Center program.

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Effective Date: January 27, 2003   Expiration: June 30, 2007

Total Amount of Agreement :   \$369,743.37

Payment Terms:   \$6,976.29 per month (annual review of operating expenses)

Business Area                      Cost Center                      Project Number

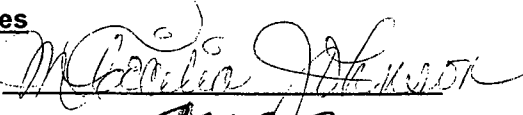
3505    B451

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**Required Signatures**

**Date:**

Department Head



2/10/03

County Counsel



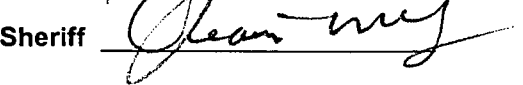
2/10/03

Property Management



2-5-03

County Executive/Sheriff



3.6.03

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Contract Number:   Not assigned

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Rev. 8-00 DEST: Originator; Accounts Payable; Contract Admin; FM Admin,

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1   DATE 03.06.03  
DEB BOGSTAD, BOARD CLERK



## LEASE

Date:

Between: Multnomah County, Oregon ("Landlord")  
Facilities and Property Management  
401 N. Dixon Street  
Portland Oregon 97227

And: Christie School ("Tenant")  
Box 368  
Marylhurst OR 97036

Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") on the terms and conditions stated below:

Approximately 10,802 square feet of space, as shown in Exhibit "A" of this Lease, the Building and Premises known as the Multnomah County Children's Receiving Center Residential Building located at **10305 East Burnside Street, Portland Oregon, 97216**

### Section 1. Occupancy

**1.1 Original Term.** The term of this lease shall commence **January 15, 2003 or as soon thereafter as Tenant begins using the Premises in furtherance of operating the Receiving Center, and continue through June 30, 2007** unless sooner terminated as hereinafter provided.

**1.2 Possession.** Tenant's right to possession and obligations under the lease shall commence on December 22, 2002, or on such date as the work to be performed by Landlord is substantially complete and the Premises are available for possession by Tenant if possession is not given on the opening day of the term. Landlord shall have no liability for delays in delivery of possession and Tenant will not have the right to terminate this lease because of delay in delivery of possession except as hereinafter provided.

**1.3 Renewal Option.** If the lease is not in default at the time each option is exercised or at the time the renewal term is to commence, Tenant shall have the option to renew this lease for 2 successive terms of 3 years each, as follows:

(1) Each of the renewal terms shall commence on the day following expiration of the preceding term.

(2) The option may be exercised by written notice to Landlord given not less than 90 days prior to the last day of the expiring term. The giving of such notice shall be sufficient to make the lease binding for the renewal term without further act of the parties.

(3) The terms and conditions of the lease for each renewal term shall be identical with the original term except for rent. Rent for a renewal term shall be as mutually agreed upon between Landlord and Tenant.

(4) Landlord may evaluate Tenant's program operations in accordance with the use of the Premises for conformance to receiving center standards of operation, and may choose not to renew the Lease under this Section 1.3 Renewal Option, if Landlord determine that Tenant's use of the Premises is non-compliant with such standards as determined by Landlord.

**1.4 Early Termination.**

*Landlord or*

*only*

(1) It is understood and agreed that <sup>Landlord or</sup> Tenant may cancel this agreement, effective on any date during the term hereof, by giving ~~Landlord~~ not less than thirty(30) days' written notice of such cancellation. *→ notice to the other, of*

(2) Tenant may terminate this lease upon thirty (30) days' written notice to Landlord, effective on or after the effective date of termination by Multnomah County of Contract No. 4600003876 between Multnomah County and Christie School (Tenant) dated November 15, 2002 for the purpose of operating the Childrens' Receiving Center as provided in Section 3.1, or any successive contract for such services at the Premises.

(3) In the event of early termination as provided herein, Tenant shall be allowed up to an additional thirty (30) days after the established termination date under Sub-sections (1) or (2) to relocate existing residents of the Premises. Provided Tenant shall be responsible for any rental amount due until such

day that resident re-location and/or compliance with Section 15.1 obligations are completed. In the event that Contract No. 4600003876 is terminated, and if Tenant obtains program funding through alternative sources and approved by Landlord, this Lease may continue through the original term under all other terms, conditions and provisions set forth herein.

## **Section 2. Rent**

**2.1 Base Rent.** During the original term, Tenant shall pay to Landlord as base rent the sum of **\$6,976.29** per month. Rent shall be payable on the first day of each month in advance at the address for Landlord first above stated or at such place as may be designated by Landlord.

**2.2 Annual Review and Adjustment of Rental.** Landlord may adjust rental each January 1 in response to increases in operating costs for the Building and Premises. Upon Tenant's written request, Tenant may conduct an audit by a certified public accountant selected by Tenant and at the expense of Tenant, of any proposed or actual increase in Tenant's share of operating costs for the Building and Premises to confirm that any increase in Tenant's share is tied to actual increases in operating costs for the Building and Premises. If such an audit verifies that any proposed or actual increase exceeds Tenant's share, Tenant shall receive any overpaid amounts as soon as possible according to Landlord's accounts payable practices, and future payments of additional rent shall be adjusted accordingly.

**2.3 Additional Rent.** Any other sum that Tenant is or may in the future be required to pay to Landlord shall be considered additional rent.

## **Section 3. Use of the Premises**

**3.1 Permitted Use.** The Premises shall be used to provide residential services to children, consistent with the Children's Receiving Center program requirements and for no other purpose without the consent of Landlord, which consent shall not be unreasonably withheld or delayed.

**3.2 Restrictions on Use.** In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord, which shall not be unreasonably withheld.

**3.3 Hazardous Substances.** Tenant shall not cause or permit any Hazardous Substance to be spilled, leaked, disposed of, or otherwise released on or under the Premises. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the Permitted Use specified in Section 3.1. Tenant may store such Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used,

handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions.

#### **Section 4. Repairs and Maintenance**

**4.1 Maintenance and Repair of Premises.** Responsibilities for repair and maintenance of the Premises shall be as follows:

(1) Landlord shall perform all necessary maintenance and repairs to the structure, foundation, exterior walls, roof, doors and windows, elevators, emergency lighting, and Lessor-provided fire extinguishers, sidewalks and parking area, which are located on the Premises or the structure in which the Premises are located. Landlord shall maintain the Premises in a hazard free condition and shall repair or replace, if necessary and at Landlord's sole expense, the heating, air conditioning, plumbing, electrical, and lighting systems in the Premises, obtaining required permits and inspections from Codes enforcement authorities. Landlord shall keep the Premises, improvements, grounds, and landscaping in good repair and appearance. Carpets shall be repaired and replaced as necessary by Landlord. Landlord shall furnish, install and replace all exterior and interior lighting bulbs, ballasts and fluorescent tubes.

(2) Tenant shall take good care of the interior of the Premises and at the expiration of the term surrender the Premises in as good condition as at the commencement of this Lease, excepting only reasonable wear, permitted alterations, and damage by fire or other casualty.

(3) Landlord shall perform all necessary repairs and maintenance in the specific interest of continuous and adequate protection of the health and safety of the resident children of the Building during its operation 24 hours per day 7 days per week. Landlord shall have no liability for failure to perform required maintenance and repair unless written notice of such

maintenance or repair is given by Tenant and Landlord fails to commence efforts to remedy the problem in a reasonable time and manner.

**4.2 Tenant's Obligations.** The following shall be the responsibility of Tenant:

(1) Any repairs necessitated by the negligence of Tenant, its agents, employees, and invitees, except as provided in Section 6.2 dealing with waiver of subrogation, but including repairs that would otherwise be the responsibility of Landlord under Section 4.1.

(2) Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in Section 3.2(1), provided however, that Landlord shall be responsible for any physical improvements, repairs, or alterations that are not specifically required or requested due to Tenant's permitted use of the Premises and Building.

(3) All other repairs to the premises which Landlord is not required to make under Section 4.1.

**4.3 Landlord's Interference with Tenant.** In performing any repairs, replacements, alterations, or other work performed on or around the Premises, Landlord shall have the authority to erect scaffolding and other apparatus necessary for these purposes. Landlord shall conduct these tasks in a manner as to avoid unreasonable interference with Tenant. Tenant shall have neither right to an abatement of rent nor any claim against Landlord for any inconvenience or disturbance resulting from Landlord's activities performed in conformance with the requirement of this provision, except when such activities render the Premises and/or Building unsuitable for occupancy as required by Tenant's permitted use of the Premises and Building.

**4.4 Inspection of Premises.** Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

## **Section 5.       Alterations**

**5.1 Alterations Prohibited.** Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. **Alterations requested by Tenant will be performed by Landlord at the expense of Tenant.**

**5.2 Ownership and Removal of Alterations.** All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent or work sheet specifically provides otherwise.

## **Section 6. Insurance**

**6.1 Insurance Required Landlord.** Landlord shall keep the Premises insured at Landlord's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the property of Tenant on the Premises against such risks but shall not be required to insure.

**6.2 Insurance Required Tenant.** Tenant shall provide at its expense on or before the Commencement Date and keep in force during the Term, naming Landlord insured, (i) a commercial general liability insurance policy or such successor comparable form of coverage (hereinafter referred to as a "Liability Policy") written on a "claims made basis," including, without limitation, blanket contractual liability coverage, broad form property damage, independent contractor's coverage, and personal injury coverage, protecting Landlord and Tenant against liability occasioned by any covered occurrence on or about the Premises. Such policy shall be written by a good and solvent insurance company licensed to do business in the State of Oregon and shall provide coverage limits of not less than \$1,000,000 combined single limit per occurrence for bodily or personal injury (including death) and property damage combined, subject to a commercially reasonable deductible. Prior to the time such insurance is first required to be carried by Tenant and thereafter, Tenant agrees to deliver to Landlord a certificate

evidencing such insurance coverage. Said certificate shall contain an endorsement that such insurance may not be canceled except upon ten (10) days' prior written notice to Landlord.

**6.3 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 7. Taxes**

**7.1 Property Taxes.** Tenant shall pay as due all taxes on its personal property located on the Premises. Tenant shall, upon invoice from landlord, reimburse Landlord for all real property taxes levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use or rental of the Premises, other than taxes on net income of Landlord. **If Tenant intends to seek exemption from real property taxes Tenant shall apply for exemption through Multnomah County Assessment and Taxation pursuant to ORS 307.112.**

**7.2 Special Assessments.** If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in the maximum number of installments allowed by law, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

**7.3 Contest of Taxes.** Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment. Landlord shall cooperate in any reasonable manner with such contest by Tenant.



**7.4 Proration of Taxes.** Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**Section 8. Services and Utilities.**

**8.1 Landlord and Tenant Responsibilities.** Landlord will cause the utilities and services listed below to be furnished to the Premises. Costs shall be paid as indicated:

<u>Utility or Service</u>	<u>Cost Paid By:</u>	
	<u>Landlord</u>	<u>Tenant</u>
Water	<u>X</u>	___
Sewer	<u>X</u>	___
Electricity	<u>X</u>	___
Gas	<u>X</u>	___
Trash Removal	<u>X</u>	___
Janitorial Service	<u>X</u>	___
Janitorial Supplies	<u>X</u>	___
Window Washing	<u>X</u>	___
Snow and Ice Removal	<u>X</u>	___

**8.2 Recycling Materials.** Landlord shall support the policy for recycling materials as provided in ORS 279.560 by providing adequate collection areas and storage facilities for office recycling programs when recycling services are available to Tenant.

**Section 9. Damage and Destruction**

**9.1 Partial Damage.** If the Premises are partly damaged and Section 9.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.1 (1) and Section 4.3.

**9.2 Destruction.** If the Premises or the structure are destroyed or damaged such that the cost of repair exceeds 50% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control. Landlord shall take appropriate action to complete the work if such work stoppage threatens the health and safety of the resident children in the Building.

**9.3 Rent Abatement.** Rent shall be abated during the repair of any damage to the extent the premises are untenable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

**9.4 Damage Late in Term.** If damage or destruction to which Section 9.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 9.2.

## **Section 10. Liability and Indemnity**

### **10.1 Liens**

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 8% per annum

from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

**10.2 Indemnification.** Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any negligent activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises except to the extent caused by Landlord's negligence or breach of duty under this lease.

## **Section 11. Quiet Enjoyment; Mortgage Priority**

### **11.1 Landlord's Warranties.**

(1) Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

(2) Landlord affirms that construction of the Premises, including any common areas within the real property in which the Premises are situated, complies with all applicable regulatory and building codes requirements in place at the time of completion of construction, for occupancy by Tenant for the permitted uses under this Lease, and meets the standards in place at the time of construction of the Building for the Americans With Disabilities Act (ADA, for accessibility in accordance with the standards provided in the ADA Accessibility

Guidelines for Buildings and Facilities, including accessible parking for the disabled in compliance with ORS 447.223.

(3) Landlord warrants that there are no asbestos containing materials (ACM) within the Premises, including common areas within the real property in which the Premises are situated, or that any such ACM in the Premises have been removed or abated and the Premises have been inspected by a competent inspector, qualified to perform such inspection under applicable law and regulations, and certified as safe from all friable ACM.

## **Section 12. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. This provision shall apply to all transfers by operation of law. No consent in one instance shall prevent the provision from applying to a subsequent instance. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; use of Premises to be similar to the Use permitted under Section 3.1 of this Lease.

## **Section 13. Default**

The following shall be events of default:

**13.1 Default in Rent.** Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

**13.2 Default in Other Covenants.** Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

**13.3 Insolvency.** Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

#### **Section 14. Remedies on Default.**

In the event of default by tenant, the Lease maybe terminated at the option of Landlord by written notice to Tenant. Whether or not the Lease is terminated by the election of Landlord, Landlord shall be entitled to pursue any remedies available to Landlord under applicable law.

#### **Section 15. Surrender at Expiration**

**15.1 Condition of Premises.** Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which the Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 8 relating to destruction.

#### **15.2 Fixtures**

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the

property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

### **15.3 Holdover**

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this lease except the provisions for term and renewal and at a rental rate equal to the rent last paid by Tenant during the original term. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this lease shall constitute a failure to vacate to which this section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section 17.3, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 30 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

## **Section 16. Miscellaneous**

**16.1 Nonwaiver.** Waiver by either party of strict performance of any provision of this lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

**16.2 Attorney Fees.** If suit or action is instituted in connection with any controversy arising out of this lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

**16.3 Notices.** Any notice required or permitted under this lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this lease or to such other address as may be specified from time to time by either of the parties in writing.

**16.4 Succession.** Subject to the above-stated limitations on transfer of Tenant's interest, this lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

**16.5 Entry for Inspection.** Landlord shall have the right to enter upon the Premises with 24 hours prior notice to determine Tenant's compliance with this lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, except in cases of emergency when Landlord shall have the right to enter upon the Premises without notice. In addition, Landlord shall have the right, at any time during the last two months of the term of this lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

**16.6 Interest on Rent and Other Charges.** Any rent or other payment required of Tenant by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 8% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by

Landlord. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

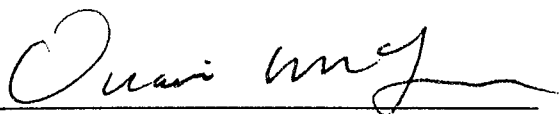
**16.7 Proration of Rent.** In the event of commencement or termination of this lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

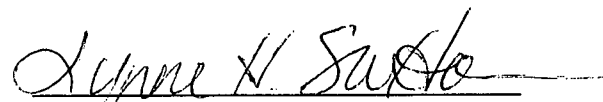

**16.8 Oregon Tort Claims Act.** Any covenant herein by Landlord to defend, indemnify or hold harmless the Tenant or to assume liability for damages of any kind whatsoever, shall be subject to the provisions of the Oregon Tort Claims Act, ORS 30.260 - 30.300, and within the limits in ORS 30.270.

**16.10 Time of Essence.** Time is of the essence of the performance of each of Tenant's obligations under this lease.

Landlord:  
Multnomah County, Oregon

Tenant:  
The Christie School

  
By: Diane M. Linn, County Chair

  
By  
  
Title

Reviewed By:

  
Matthew O. Ryan, Assistant County Attorney

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-1 DATE 03-06-03  
DEB BOGSTAD, BOARD CLERK



# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-2

**Est. Start Time:** 9:35 AM

**Date Submitted:** 02/18/03

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**Requested Date:** March 6, 2003

**Time Requested:** 5 minutes

**Department:** Community Justice

**Division:** Adult

**Contact/s:** Cynthia Stadel

**Phone:** 503 988-6828

**Ext.:** 86828

**I/O Address:** 161/4

**Presenters:** Cynthia Stadel

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**Agenda Title:** Notice of Intent to request grant funding from the Institute of Education Services to develop, pilot and deliver a Cognitive Remediation Program for adult literacy students with attention disorders.

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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**1. What action are you requesting from the Board? What is the department/agency recommendation?**

Authorize the Director of the Department of Community Justice to seek grant funding from the Institute of Education Sciences.

**2. Please provide sufficient background information for the Board and the public to understand this issue.**

According to the National Institute of Corrections, 68% of adults in the corrections system are high school dropouts. A significant percent also exhibit attention disorders that inhibit success on probation and/or parole, as well as their ability to learn and hold jobs.

The Londer Center is a program of the Multnomah County (Oregon) Department of Community Justice, teaching cognitive change strategies and adult basic skills to adults on probation and/or post-prison supervision. Many of our students are currently in drug

treatment programs; they experience attention disorders and memory impairment. The Londer Center recently participated in the U.S. Department of Education's study of effective adult basic education programs and practices.

Robert Butler, Ph.D., associate professor of pediatrics and psychiatry at Oregon Health Science University has developed a Cognitive Remediation Program (CRP) for childhood cancer survivors who have sustained cognitive impairment from treatment. The 20-hour program draws upon traumatic brain injury rehabilitation therapies, metacognitive skill training, and cognitive behavioral therapy; it has been shown to positively impact the attention, concentration, and memory of participants.

In partnership with Oregon Health Science University and Portland Community College, the Londer Center would like to investigate the feasibility of applying the OHSU Cognitive Remediation Program (CRP) to an adult population with attention deficits and limited reading skills (4<sup>th</sup>-8<sup>th</sup> grade). Does CRP work with adults? If attention and memory improve, is there a corresponding, positive impact on reading skill acquisition? We are interested in program delivery strategies (individual vs. group) and program efficacy among two populations (adults in a community college adult basic skills program vs. a corrections population on formal supervision at our Londer Center).

Because the incidence of learning disabilities is so high among low-literate adults, the findings may have impact on adult literacy and workforce education program design, as well as community correction supervision strategies.

**3. Explain the fiscal impact (current year and ongoing).**

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain:**

❖ **Who is the granting agency?**

Institute of Education Services

❖ **Specify grant requirements and goals.**

The most important outcome of education is student learning. Recent advances in understanding learning have come from cognitive science and neuroscience research, but these advances have not been widely or systematically tapped in education. The program of research on Cognition and Student Learning seeks to establish a scientific foundation for educational practice by building on these theoretical and empirical advances and applying them to significant problems in academic achievement. The Institute is conducting this grant competition to establish a stream of research bridging basic cognitive science and educational application.

**Cognitive Remediation Program for Adult Literacy Students: Project Goals**

- Test feasibility of delivering the OHSU Cognitive Remediation Program both individually and in a more cost-effective, group setting with adult literacy students.
- Test success of CRP in improving attention and memory among two populations of adult literacy students: 1) those in a community college ABE program; 2) those on formal supervision at our Londer Center
- Look at correlation between improved attention and memory and basic skill acquisition (reading).
- For those on formal supervision, look at impact on community supervision (recidivism as measured by re-arrest data).
- Look specifically at impact (if any) of CRP on offenders with history of substance abuse.

❖ **Explain grant funding detail – is this a one time only or long term commitment?**

The Institute may award up to 12 grants as a result of this competition and expects that the typical award will be approximately \$250,000 per year for 3 years.

❖ **What are the estimated filing timelines?**

Applications forms and instructions first become available February 21, 2003. Applications must be submitted electronically by March 21, 2003.

❖ **If a grant, what period does the grant cover?**

Earliest anticipated start date is August 1, 2003; we would seek funding for three years, through June 30, 2006.

❖ **When the grant expires, what are funding plans?**

One component of OHSU's Cognitive Remediation Program includes cognitive behavioral intervention. The Londer Center currently teaches cognitive change strategies through its Cognitive Options Groups (COG). We anticipate that outcomes from this project will shape how we currently assess and refer clients for services and how we deliver both COG and adult basic skills instruction. Because the Mead is designated a Federally Qualified Health Center, CRP could be a billable service.

❖ **How will the county indirect and departmental overhead costs be covered?**

We will build these into the program budget and application.

**4. Explain any legal and/or policy issues involved.**

No obvious legal or policy issues have been identified.

**5. Explain any citizen and/or other government participation that has or will take place.**

This will be a collaborative effort with Oregon Health Science University and Portland Community College. One of the benefits will be data about attention and memory deficits among corrections clientele that will impact how DCJ delivers its services and how Portland Community College prepares future practitioners in its Criminal Justice Program.

**Required Signatures:**

Department/Agency Director: Joanne Fuller

Date: 02/18/03

County Attorney

By: \_\_\_\_\_

Date:

Budget Analyst

By: Christian Yeager

Date: 02/25/03

Dept/Countywide HR

By: \_\_\_\_\_

Date:

# AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-3

**Est. Start Time:** 9:40 AM

**Date Submitted:** 02/25/03

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**Requested Date:** March 6, 2003

**Time Requested:** 5 mins

**Department:** DBCS

**Division:** IT

**Contact/s:** Rick Jacobson

**Phone** (503)988-4037

**Ext.:** 84037

**I/O Address:** 327/1

**Presenters:** Rick Jacobson

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**Agenda Title:** PCRB EXEMPTION ORDER Exempting from the Formal Competitive Bid Process the Contract with Flagship Technologies for the Purchase of New Sun Server and Storage hardware for SAP Upgrade Project

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

The Department of Business and Community Services, Information Technology is requesting the BBC to approve an exemption from the formal competitive bidding process to contract with Flagship Technologies for the purchase of new Sun server and storage hardware for SAP upgrade project.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

The SAP Upgrade Project for the installation of the Enterprise/R3 version has increased the processing and storage requirements for the hardware that supports the SAP systems. IT is required to purchase new hardware to meet the additional processing and storage requirements of the new SAP Enterprise version. The existing hardware

servers, storage and operating systems are proprietary systems and the products of Sun Microsystems. The hardware must be ordered directly from Sun Microsystems or from one of the Sun resellers. IT has received three quotes from Sun resellers. Flagship Technologies provided the lowest quote. **To maintain the current SAP project go-live date of June 23, 2003, this hardware order must be shipped to Multnomah County by March 7, 2003. This is an emergency request for exemption of the Agenda Placement timeline due to the critical timeline of the SAP project.**

**3. Explain the fiscal impact (current year and ongoing).**

Capital budget approved. The total cost of the new equipment is \$117,250. However, Sun Microsystems has a new hardware product line that provides increased CPU performance and storage density at reduced monthly rates. The replacement of existing 4500 series servers and storage with the new workgroup series servers will reduce the current hardware maintenance payment from \$92,000 per year to \$20,500 per year.

**If a budget modification, explain: NA**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain: NA**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

**If grant application/notice of intent, explain: NA**

- ❖ **Who is the granting agency?**
- ❖ **Specify grant requirements and goals.**
- ❖ **Explain grant funding detail – is this a one time only or long term commitment?**
- ❖ **What are the estimated filing timelines?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**
- ❖ **How will the county indirect and departmental overhead costs be covered?**

**4. Explain any legal and/or policy issues.**

The exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.

5. Explain any citizen and/or other government participation that has or will take place.

NA

**Required Signatures:**

Department/Agency Director: M. Cecilia Johnson

Date: 02/25/03

Budget Analyst

By:

Date:

Dept/Countywide HR

By:

Date:

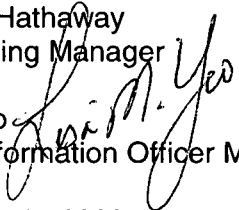


# MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS & COMMUNITY SERVICES  
INFORMATION TECHNOLOGY  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
(503) 988-3749  
Fax (503) 988-5009


BOARD OF COUNTY COMMISSIONERS  
DIANE LINN • CHAIR OF THE BOARD  
MARIA ROJO de STEFFEY • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
LONNIE ROBERTS • DISTRICT 4 COMMISSIONER

To: Franna Hathaway  
Purchasing Manager

From: Lisa Yeo   
Chief Information Officer Multnomah County

Date: February 17 2003

Subject: Request For Exemption From Competitive Bidding –  
Replacement of Sun Server and Storage Hardware for SAP  
Upgrade Project



The SAP Upgrade Project for the installation of the Enterprise/R3 version has increased the processing and storage requirements for the hardware that supports our SAP systems. Based on performance data that has been gathered in the early stages of the project; we are required to purchase new hardware to meet the additional processing and storage requirements of the new SAP Enterprise version. The existing hardware servers, storage and operating systems are proprietary systems and the products of Sun Microsystems. The hardware must be ordered directly from Sun Microsystems or from one of the Sun resellers. We are purchasing the new hardware equipment from Flagship Technologies at a total cost of \$117,250.00.

Sun Microsystems has a new hardware product line that provides increased CPU performance and storage density at reduced monthly rates. The replacement of existing 4500 series servers and storage with the new workgroup series servers will reduce the current hardware maintenance payment from \$92,000 per year to \$20,500 per year.

The purpose of this hardware replacement is to reduce the ongoing yearly maintenance cost and to increase the capacity and performance of the hardware systems. Replacement of the existing server systems and storage with new servers and storage will require precise coordination with the SAP Upgrade project so we do not have negative impact on the project timeline.

To maintain the current SAP project go-live date of June 23, 2003; this hardware order must ship to Multnomah County by March 7, 2003. We are requesting an emergency request for an exemption due to the critical timeline of the SAP Upgrade project.

cc: Rick Jacobson  
Maureen Jackson





# MULTNOMAH COUNTY OREGON

DEPARTMENT OF BUSINESS & COMMUNITY SERVICES  
INFORMATION TECHNOLOGY  
4747 EAST BURNSIDE  
PORTLAND, OREGON 97215  
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cc: Rick Jacobson  
Maureen Jackson

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

ORDER NO. \_\_\_\_\_

Exempting from the Formal Competitive Bid Process the Contract with Flagship Technologies for the Purchase of New Sun Server and Storage Hardware for SAP Upgrade Project

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 300-0050, a request from the Department of Business and Community Services, Information Technologies, to contract with Flagship Technologies for the purchase of new Sun server and storage hardware for SAP upgrade project.
- b. Information Technologies is required to purchase new hardware to meet the additional processing and storage requirements of the new SAP Enterprise version. The existing hardware servers, storage and operating systems are proprietary systems and the products of Sun Microsystems. The hardware must be ordered directly from Sun Microsystems or from one of the Sun resellers. IT has received three bids from Sun resellers. Flagship Technologies is the lowest bidder.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.

**The Multnomah County Board of Commissioners Orders:**

The contract with Flagship Technologies for the purchase of new Sun server and storage hardware for SAP upgrade project is exempted from the formal competitive bidding process.

ADOPTED this 6th day of March, 2003

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

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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By \_\_\_\_\_

John Thomas, Assistant County Attorney

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

**ORDER NO. 03-031**

Exempting from the Formal Competitive Bid Process the Contract with Flagship Technologies for the Purchase of New Sun Server and Storage Hardware for SAP Upgrade Project

**The Multnomah County Board of Commissioners Finds:**

- a. The Board, acting as the Multnomah County Public Contract Review Board to review, pursuant to PCRB Rule 300-0050, a request from the Department of Business and Community Services, Information Technologies, to contract with Flagship Technologies for the purchase of new Sun server and storage hardware for SAP upgrade project.
- b. Information Technologies is required to purchase new hardware to meet the additional processing and storage requirements of the new SAP Enterprise version. The existing hardware servers, storage and operating systems are proprietary systems and the products of Sun Microsystems. The hardware must be ordered directly from Sun Microsystems or from one of the Sun resellers. IT has received three bids from Sun resellers. Flagship Technologies is the lowest bidder.
- c. This exemption request is in accord with the requirements of Multnomah County Public Contract Review Board Administrative Rule 300-0050.

**The Multnomah County Board of Commissioners Orders:**

The contract with Flagship Technologies for the purchase of new Sun server and storage hardware for SAP upgrade project is exempted from the formal competitive bidding process.

ADOPTED this 6th day of March, 2003



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

  
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Diane M. Linn, Chair

REVIEWED:

AGNES SOWLE, ACTING COUNTY ATTORNEY  
FOR MULTNOMAH COUNTY, OREGON

By   
\_\_\_\_\_  
John Thomas, Assistant County Attorney

# AGENDA PLACEMENT REQUEST

BUD MOD #:

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-4

**Est. Start Time:** 9:45 AM

**Date Submitted:** 02/21/03

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**Requested Date:** March 6, 2003

**Time Requested:** 15 minutes

**Department:** Non-Departmental

**Division:** Chair's Office

**Contact/s:** Laura Bridges/Michael Sorensen

**Phone:** 503.988.3971

**Ext.:** 83971

**I/O Address:** 503/600

**Presenters:** TBA

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**Agenda Title:** Proclaiming March 10 through March 16, 2003 ***Cover the Uninsured Week*** in Multnomah County, Oregon

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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- 1. What action are you requesting from the Board? What is the department/agency recommendation?**

We are requesting the Board declare March 10, 2003 through March 16, 2003 Cover the Uninsured Week in Multnomah County, Oregon.

- 2. Please provide sufficient background information for the Board and the public to understand this issue.**

Cover the Uninsured Week is a national educational campaign sponsored by the Robert Wood Johnson Foundation and their partners to raise awareness of the more than 41 million Americans who lack health insurance. This issue is of concern to us locally since more than 240,000 people in our region are uninsured and therefore lack access to appropriate health care services.

Local partners include: AARP Oregon, American College of Physicians, American Medical Student Assn (OHSU Chapter), Care Oregon, Coalition of

Community Health Clinics, Communities in Charge, Multnomah County Health Dept., Ecumenical Ministries of Oregon, Interfaith Alliance of Greater Portland, Health Care Purchasers Assn., Health Insurance Assn. of America, NW Portland Area Indian Health Board, OR AFL-CIO, OR Assn. of Hospitals & Health Systems, OR Health Action Coalition, OR Medical Assn., OR Nurses Assn., OR Action, Oregonians for Health Security, Society of General Internal Medicine, SEIU State Council, Self Enhancement, Inc., United Way, Metropolitan Alliance for the Common Good, SMG Foundation, OR Student Nurses Assn., OR Academy of Family Physicians.

National partners include: US Chamber of Commerce; AFL-CIO, The Business Roundtable, SEIU, Healthcare Leadership Council, American Medical Association, American Hospital Association, American Nurses Association, Families USA, Blue Cross/Blue Shield Association, Federation of American Hospitals, Catholic Health Association, AARP, and United Way of America.

Please see attachments for more information

**3. Explain the fiscal impact (current year and ongoing).**

None

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**
- ❖ **Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.**
- ❖ **Has this request been made before? When? What was the outcome?**

If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

This is a national project but locally there are a variety of activities that will include:

**Monday, 3/10/03** Town Hall Meeting. Will have a joint proclamation with the Governor, Chair Linn & Mayor Katz

**Tuesday, 3/11/03** OHSU Teach-In

**Wednesday, 3/12/03**, Health Fair- Booths for Health Education at Pioneer Square and at the MCHD Rockwood Health Clinic

**Thursday, 3/13/03**, Labor and Business Roundtable

**Friday-Sunday, 3/14/03-3/16/03**, Interfaith Events

**Required Signatures:**

**Department/Agency Director:**



**Date: 02/21/03**

**County Attorney**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Budget Analyst**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Dept/Countywide HR**

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# CoverThe UninsuredWeek

March 10-16, 2003

## **WHAT IS COVER THE UNINSURED WEEK?**

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Building on the momentum generated by the February 2002 launch of the *Covering the Uninsured* educational and advertising campaign and Web site, The Robert Wood Johnson Foundation and some of the most influential organizations in the United States will cosponsor *Cover the Uninsured Week*. This unprecedented weeklong series of national and local activities will take place from Monday, March 10, through Sunday, March 16, 2003, in an effort to sensitize the public and opinion leaders to the plight of the more than 41 million Americans who lack health insurance.

## **THE GOALS OF COVER THE UNINSURED WEEK ARE TO:**

- ▶ Raise public awareness of the plight of more than 41 million uninsured Americans.
- ▶ Demonstrate broad support for action on the issue.
- ▶ Generate significant media attention to the issue, both nationally and in key communities across the country.
- ▶ Encourage other national organizations to join The Robert Wood Johnson Foundation and 15 partner organizations in an effort to increase attention to the issue.
- ▶ Create a single rallying point for groups and individuals working to extend health care coverage to the uninsured.

## **WHO IS SPONSORING IT?**

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*Cover the Uninsured Week* is sponsored by two health foundations, The Robert Wood Johnson Foundation and The California Endowment, as well as a diverse array of national organizations that have worked for the past three years to educate the public and national leaders about the uninsured. The organizations include: the U.S. Chamber of Commerce, AFL-CIO, The Business Roundtable, Service Employees International Union, Healthcare Leadership Council, American Medical Association, American Nurses Association, Health Insurance Association of America, Families USA, Blue Cross and Blue Shield Association, American Hospital Association, Federation of American Hospitals, Catholic Health Association of the United States, AARP and United Way of America.

Before *Cover the Uninsured Week* is launched, additional foundations, national and local sponsors and supporters will join the effort.

The organizers of *Cover the Uninsured Week* will work to involve national leaders, including elected officials and celebrities, whose support will focus the nation on the urgency of this problem. Former Presidents Gerald Ford and Jimmy Carter have already agreed to serve as Honorary Co-Chairs of this unique, nonpartisan project.

## **WHY SHOULD I GET INVOLVED?**

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More than 41 million Americans are uninsured and their numbers are growing as the economy weakens. The problem of the uninsured is one of America's biggest health challenges. Too many families do not have access to affordable health insurance, and they live sicker and die younger as a result. And being uninsured is not just a problem for the unemployed. Eight out of 10 uninsured Americans are in working families. But it doesn't have to be this way.

Next March, *Cover the Uninsured Week* will help bring the issue of the uninsured to the forefront of our national agenda. The success of *Cover the Uninsured Week* depends upon the willingness of organizations all across the country—organizations like yours—to come together around the issue of the uninsured and plan activities in communities from coast to coast. With your help, we can increase grassroots support for this issue throughout the country, generate extensive media coverage, and communicate the importance of solving this problem to leaders of every sector of American society. A minimal investment of your organization's time and resources can go a long way to help the more than 41 million Americans get the medical attention they need and deserve.

## **WHAT TYPES OF ACTIVITIES ARE BEING PLANNED?**

*Cover the Uninsured Week* will launch with a national event in Washington, D.C., followed by a week of events in communities across the country. Each event will highlight different constituencies—including business and labor organizations, health care providers, health and medical education groups, religious leaders, consumer groups, the arts and entertainment industry, and advocacy organizations—and their unique perspectives and roles in relation to the problems facing Americans who do not have health insurance.

## **THE FOLLOWING ARE THE ACTIVITIES BEING PROPOSED FOR THE DAYS THAT COMPRISE COVER THE UNINSURED WEEK.**

- ▶ **Monday: *Cover the Uninsured Week* – Town Hall Meetings.** *Cover the Uninsured Week* will launch on Monday, March 10, with the issuance of a proclamation by a local or state elected official at a community-wide town hall meeting. The proclamation signing will be followed by a town hall meeting that will bring together in one place local, state and federal elected officials; representatives from local *Cover the Uninsured Week* organizations; the uninsured; the public; and the media to talk about the issue of the uninsured. This event will serve as a platform for highlighting the national *Cover the Uninsured Week* effort and announcing this week's local activities to the media and the general public.
- ▶ **Tuesday: *Cover the Uninsured Week* – On Campus.** Medical, dental, public health, and nursing schools will conduct large, school-wide teaching events about the plight of the uninsured and will present discussions of various ways to expand health coverage.
- ▶ **Wednesday: *Cover the Uninsured Week* – Health Fairs.** Physicians, nurses, hospitals, community health centers, dentists and clinics will provide free health screenings and services, and enrollment for eligible uninsured families and children into public health coverage programs such as SCHIP and Medicaid. Activities will take place throughout the day to accommodate the schedules of working families.
- ▶ **Thursday: *Cover the Uninsured Week* – Business & Labor.** Local leaders from business and labor organizations will gather together to highlight the joint interest of business and labor in making certain that all Americans have access to affordable health coverage. Presentations to business associations and labor groups will highlight the common interest of these constituencies in solving the problem of the uninsured, while allowing each to showcase their respective approaches.
- ▶ **Friday-Sunday: *Cover the Uninsured Week* – Interfaith Events.** Friday morning interfaith prayer breakfasts for religious leaders will be organized. In addition, individual faith leaders in specific congregations will encourage their congregants to reflect and act on the moral imperative to help the uninsured. In many involved communities, weekend services will focus on the plight of the uninsured and conclude the activities of the week.

*Cover the Uninsured Week* is also conducting outreach to motion picture, music and television celebrities, as well as the arts and entertainment industry to ask for their help in raising awareness about the issue.



## **HOW DID THIS EFFORT GET STARTED?**

The Robert Wood Johnson Foundation and national partner organizations have already sponsored important events, meetings and campaigns to help raise awareness of the problem of the uninsured. Some of these activities include:

- ▶ **Health Coverage 2000** – Held in Washington, D.C. in January 2000, Health Coverage 2000 was a national conference in which eight original partner organizations presented specific proposals for decreasing the number of uninsured Americans.
- ▶ **Regional conferences** – Between November 2000 and January 2001, seven meetings were held across the country in which local representatives from national organizations shared the stage with uninsured residents and federal, state and local officials to discuss proposals for extending health care coverage to the uninsured.
- ▶ **Satellite town hall meetings** – During March 2001, meetings were held at more than 300 hospital sites across the United States. A moderated debate among members of Congress was downlinked to each location, and discussions took place at each site.
- ▶ **Covering the Uninsured advertising campaign** – A national advertising campaign designed to raise the issue of the uninsured in the consciousness of America's opinion leaders was launched in February 2002 and is ongoing.

## **MORE ABOUT THE PROBLEM OF THE UNINSURED IN THE UNITED STATES**

According to the latest Census Bureau report, there were more than 41 million uninsured Americans in the year 2001. Eight out of 10 were in working families. In most cases, the main earners in these families either had jobs that offered no health coverage or their premiums were unaffordable.

Because uninsured Americans cannot afford needed medical care, they live sicker and die younger than Americans with health coverage. For example:

- ▶ Uninsured women who develop breast cancer are twice as likely to die than insured women with the same diagnosis.
- ▶ Uninsured men are nearly twice as likely to be diagnosed at a late stage of colon cancer than insured men.
- ▶ Uninsured children who need medical or surgical care are four times more likely to go without care than insured children with the same needs.
- ▶ Uninsured children are almost five times more likely to be unable to receive needed dental care.
- ▶ Uninsured children are four-and-one-half times more likely to do without needed prescription medicines or eyeglasses.
- ▶ Uninsured children are more than one-and-one-half times more likely to be missing some or all of their immunizations.

The number of uninsured Americans is rising for several reasons:

- ▶ First, the economy has slowed and more people are unemployed and without health coverage.
- ▶ Second, health care costs are rising at double-digit annual rates, making health coverage increasingly unaffordable for employers as well as individual consumers.
- ▶ Third, as states experience fiscal shortfalls, they are cutting back on public health coverage programs, such as Medicaid, causing some low-income families to lose health coverage.

Given these trends, the problem of the uninsured promises to grow worse, not better, in the coming years.

**For more information, contact (202) 572-2928 or go to [CoverTheUninsuredWeek.org](http://CoverTheUninsuredWeek.org).**

**CoverTheUninsuredWeek.org**

1010 Wisconsin Avenue N.W. • Suite 800 • Washington, DC 20007 • 202.572.2928 • [Info@CoverTheUninsuredWeek.org](mailto:Info@CoverTheUninsuredWeek.org)



## **Covering the Uninsured**

### **A national effort to raise awareness**

#### ***The Problem***

Even with the Oregon Health Plan and Medicaid, an estimated 240,000 residents of Multnomah, Washington and Clackamas Counties have no health insurance coverage.

- People of color are twice as likely to be uninsured
- Most of the uninsured work at least part-time and have at least a high school diploma
- Over half are between the ages of 19 and 45

Being uninsured is a serious problem for individuals and for our community. The uninsured:

- Are less healthy and miss more days of work or school than those that have medical coverage.
- Have higher rates of diseases that go without treatment, so they place greater demands on the health care system when they do finally receive care.
- Are more likely to leave bills unpaid, leading to bankruptcy and resulting in increased insurance premiums for the insured.
- May receive routine care in hospital emergency rooms, leading to overcrowding and delays in urgently needed services.

#### ***Changes in the Oregon Health Plan***

The downturn in the economy and changes in the Oregon Health Plan (OHP) due to budget cuts has increased the number of uninsured. Additionally, the state has been forced to cut other programs that ensure those who urgently need health care get it.

- New and increased payments for insurance premiums and for services are currently being implemented for OHP.
- OHP-covered services have been reduced.
- Cutting the Medically Needy Program will eliminate mental health and prescription drug coverage for an estimated 9,000 people, half of whom live in the Portland metropolitan area.
- Dental care, prescription coverage, mental health services, alcohol and drug services, and vision care benefits have been eliminated for some adults on OHP.

#### ***Multnomah County Health Department's Role***

- We provide care: In 2001, Multnomah County Health Department provided over 350,000 health care services in our 27 clinical sites and in community partner sites we support.
- We work with community partners to enhance care. We support community organizations through education, in-kind and cash supports, and coalition-building. Multnomah County provided in-kind services valued at more than \$700,000 to the Coalition of Community Health Clinics in 2001.
- We work to change funding and delivery systems. We are actively involved in a regional effort to improve access under an initiative called "Tri-County Communities in Charge." This initiative includes metropolitan area partners that are involved in meeting the basic health care needs of low-income and vulnerable community members.

#### ***The Challenge to Our Supporters***

- Continue to stay involved in policy forums and development activities
- Talk to your elected leaders to encourage their participation.
- Ask questions of elected officials and candidates for political office on how they will support solutions to this serious problem of access to health care in our community.
- Volunteer at a local safety net clinic, on a board, or at community events.

**For more information visit the national Covering the Uninsured website at <http://www.coveringtheuninsured.org/> or for local information visit [www.mchealth.org](http://www.mchealth.org)**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

PROCLAMATION NO. \_\_\_\_\_

Proclaiming March 10 through March 16, 2003 ***Cover the Uninsured Week*** in Multnomah County, Oregon

**The Multnomah County Board of Commissioners Finds:**

- a. 41 million people in the US do not have health insurance including 422,000 in Oregon and over 240,000 in our Metropolitan region.
- b. Most of the uninsured work at least part-time and have at least a high school diploma.
- c. People of color are twice as likely to be uninsured.
- d. People without health insurance are less healthy than those that have medical coverage, and miss more days of work or school.
- e. Have higher rates of diseases that go untreated and place greater demands on the health care system when they do finally receive care.
- f. Are more likely to leave bills unpaid, leading to bankruptcy and resulting in increased insurance premiums for all.
- g. People without health insurance may receive routine care in hospital emergency rooms, leading to overcrowding and delays in urgently needed services.
- h. The current economic slow down and cuts in public programs leave more people uninsured daily.
- i. Multnomah County is a major provider of care, delivering over 350,000 health visits on an annual basis.

**The Multnomah County Board of Commissioners Proclaims:**

The week of March 10 through March 16, 2003 is ***Cover the Uninsured Week*** in Multnomah County, Oregon. The Board recognizes the urgency of seeking solutions to the issue of uninsurance and declares support for ***Cover the Uninsured Week***.

ADOPTED this 6th day of March, 2003.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Diane M. Linn, Chair



CoverThe  
**UninsuredWeek**  
March 10-16, 2003



## CoverTheUninsuredWeek.org

1010 Wisconsin Avenue N.W. • Suite 800 • Washington, DC 20007  
202.572.2928 • Info@CoverTheUninsuredWeek.org

**Cover the Uninsured Week** is raising awareness about the plight of the uninsured through national and local activities across the country. Here's what's happening:

**JOIN US! ALL EVENTS ARE OPEN TO THE PUBLIC...**

<b><u>Monday, Mar. 10<sup>th</sup></u></b>	<b>TOWN HALL MEETING</b> ❖ 10 a.m. – Noon ❖ Center for Self Enhancement (SEI) 3920 North Kerby ❖ BUS: From downtown Portland, take #4 Fessenden to St. Johns (exit at Mississippi & Failing)
<b><u>Tuesday, Mar. 11<sup>th</sup></u></b>	<b>CAMPUS CONVERSATION</b> at OHSU ❖ Dr. John Kitzhaber invited keynote speaker ❖ Noon – 1 p.m. OHSU Auditorium in the Old Library Building ❖ BUS: From downtown Portland, take #8 Jackson Park to Veterans Hospital (exit Sam Jackson Park & OHSU)
<b><u>Wednesday, Mar. 12<sup>th</sup></u></b>	<b>HEALTH FAIR</b> at Pioneer Courthouse Square in downtown Portland ❖ 10 a.m. – 4 p.m. FREE services and information such as glaucoma, blood pressure and diabetes screenings, Oregon Health Plan & Children's Health Insurance Program enrollment info, child safety information and more!
<b><u>Friday, Mar. 14<sup>th</sup></u></b>	<b>INTERFAITH CALL TO CARE PRAYER BREAKFAST</b> ❖ 7:30 a.m. – 9 a.m. ❖ Holiday Inn at the Portland Convention Center, 6 <sup>th</sup> Floor ❖ 1021 NE Grand Ave. ❖ MAX: Blue or Red Line Convention Center MAX Station
<b><u>Friday, Mar. 14<sup>th</sup></u></b>	<b>CITY CLUB PRESENTATION</b> of business & labor roundtable ❖ 12:15 p.m. – 1:15 p.m. ❖ MAC Club, 1849 SW Salmon St. in Portland ❖ MAX: Blue line to Kings Hill/SW Salmon MAX Station

**Contact CTUW Portland at 503-226-9353 or ctuwportland2003@yahoo.com**

Log on to **CoverTheUninsuredWeek.org** to learn more and get involved.

**CoverThe  
UninsuredWeek**  
March 10-16, 2003

U.S. Chamber of Commerce • AFLCIO • The Business Roundtable • Service Employees International Union • Healthcare Leadership Council • American Medical Association • American Nurses Association • Health Insurance Association of America • Families USA • Blue Cross and Blue Shield Association • American Hospital Association • Federation of American Hospitals • Catholic Health Association of the United States • AARP • United Way of America • The California Endowment • W. K. Kellogg Foundation • The Robert Wood Johnson Foundation



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#### ***The Challenge to Our Supporters***

- Continue to stay involved in policy forums and development activities
- Talk to your elected leaders to encourage their participation.
- Ask questions of elected officials and candidates for political office on how they will support solutions to this serious problem of access to health care in our community.
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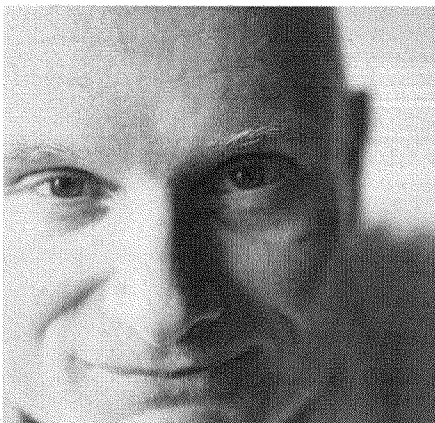
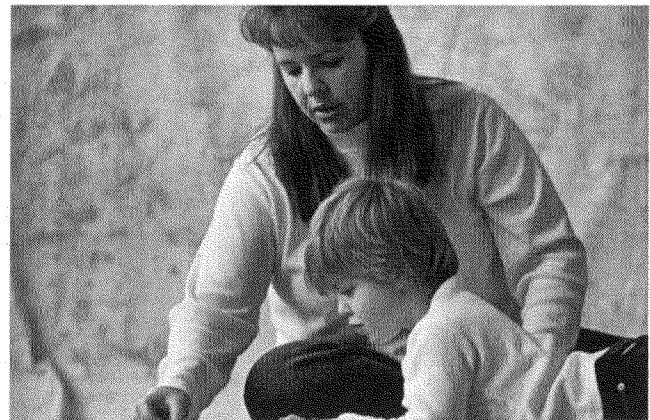
## Stories of the Medically Uninsured

Marjorie, a 54 year old grandmother is employed as a hotel housekeeper, earns minimum wage, and has no health insurance. She is also the guardian of her grandson. Marjorie often finds drug paraphernalia in the course of her work. Although she is careful, she was stuck by a needle from a syringe left by a hotel guest. She is afraid she might have contracted HIV, but is too scared to get tested because she would be unable to afford the treatment.



The Cruz family lives on combined earnings of \$18,500 annually. Neither Mr. nor Mrs. Cruz have health coverage because Mr. Cruz's employer does not offer it and Mrs. Cruz's plan is too expensive at \$420 per month. The family makes too much money for everyone to get covered by the Oregon Health Plan, fortunately their children are eligible. Recently, Mr. Cruz injured his hand while working on the family. His injury required surgery to repair the nerves. They now have a \$10,000 medical bill they cannot pay.

Michelle is a single mother with two children. She was working for the state, but lost her job as a program evaluator one month ago. She earns too much on unemployment to qualify for the Oregon Health Plan, but cannot afford to continue her employer-sponsored insurance program under COBRA. Her youngest child was born premature and has a number of health problems, including asthma. Michelle prays her son can stay healthy until she can find a new job.



Bill has known he had HIV since the early 1990's. Thanks to the medical care he received early in his disease under the Oregon Health Plan, he is a survivor. This may all change as Bill, though legally disabled, is losing his health benefits due to budget cuts. Without medical coverage, Bill cannot afford the \$2,000 per month in prescriptions he needs to stay alive. Bill worries that without help from the state, he may die.

*These are a few true stories of Oregon's uninsured, though names have been changed to protect the individuals. More than 400,000 people are without health insurance in our state and that number is growing.*

*For more information contact: Multnomah County Health Department at 503-988-3674 or visit our website at [www.mchealth.org](http://www.mchealth.org).*

# CoverThe UninsuredWeek

March 10-16, 2003

**FOR IMMEDIATE RELEASE**  
**Thursday, March 6, 2003**

**CTUW Contact: Anna Richter Taylor**  
**(503) 225-7207**

**Multnomah Co. Contact: Becca Uherbelau**  
**(503) 988-3308**

## **COMMISSIONERS DELCARE MARCH 10-16, 2003** **"COVER THE UNINSURED WEEK" IN MULTNOMAH COUNTY**

Portland, Ore – Today, the Multnomah County Board of Commissioners joined the state of Oregon and city of Portland in proclaiming March 10-16, 2003 "*Cover the Uninsured Week*" in support of the Robert Wood Johnson Foundation grassroots initiative. Yesterday in Washington, D.C., the foundation joined its 18 partner organizations in launching the nationwide campaign, which consists of a week-long series of events focusing on the plight of the 41 million Americans that lack health care coverage. Events will be happening in cities across the country, including Portland, to spark a public debate about the impact this crisis has on every sector of society.

"The Board applauds the Portland coalition for leading this local effort, and I hope this proclamation serves as a wake up call to the critical need in our community," stated Diane Linn, Multnomah County Chair. "As citizens lose their jobs or become underemployed we have an even greater need for coverage. The number of Oregonians without health insurance continues to increase, and, as the breadth of this local coalition signifies, it's an issue that affects us all and demands our attention if we truly want healthy families and children in our community."

In an effort to bring awareness to the public, media and policymakers about the issue of the uninsured, a Portland coalition of business owners, doctors, nurses, insurance representatives, educators, religious leaders, labor organizations, advocacy groups, elected officials and uninsured families has joined together to host a week of events in the Portland area March 10-16, 2003, including a Town Hall meeting with elected officials, an on-campus discussion with Dr. John Kitzhaber at OHSU, a health fair providing free screenings hosted by the Oregon Association of Hospitals and Health Systems, an interfaith Call to Care prayer breakfast, and a business and labor roundtable at the City Club of Portland.

For more information about the Portland area events beginning Monday, March 10, 2003, call (503) 226-9353 or log onto [www.covertheuninsuredweek.org](http://www.covertheuninsuredweek.org).

###





**EMBARGOED FOR RELEASE**

March 5, 2003, 10:30 a.m. EST

Contact: Anna Richter Taylor  
(503) 225-7207

**NEARLY 1 OUT OF 3 NON-ELDERLY OREGON RESIDENTS  
WERE UNINSURED FOR ALL OR PART OF 2001-2002**

*Diverse organizations launch Cover the Uninsured Week to raise awareness*

*Cover the Uninsured Week events to begin March 10 in Portland, Oregon*

Portland, Ore — A report released this morning estimates that approximately 890,000 Oregon residents under 65 years of age — almost 1 out of 3 (28.7%) — were uninsured at sometime in 2001-2002. The report further estimates that almost 678,000 (76.2%) of these uninsured people were uninsured for at least six months. Nationally, the report estimates that approximately 74.7 million Americans under 65 years of age were uninsured sometime in the two-year period.

The report was released by The Robert Wood Johnson Foundation, during the launch of *Cover the Uninsured Week* — an unprecedented national and local effort co-chaired by Former Presidents Gerald Ford and Jimmy Carter to raise awareness about the plight of the nation's uninsured. Some of the most influential organizations in the country, including the U.S. Chamber of Commerce and the AFL-CIO, are cosponsoring the week, which takes place March 10-16, with hundreds of activities across the country.

In Portland, Oregon, 45 local coalition partners have organized events throughout the week.

"People who are without health coverage for any period of time are at risk of devastating their personal health and financial well-being," said Risa Lavizzo-Mourey, M.D., M.B.A., president and CEO of The Robert Wood Johnson Foundation. "This new report demonstrates that being uninsured is a much more common problem than we had realized up to this point."

The report was prepared by Families USA for *Cover the Uninsured Week*. Families USA worked with The Lewin Group to develop the data in the report. The report is available at [www.CoverTheUninsuredWeek.org](http://www.CoverTheUninsuredWeek.org).

***Cover the Uninsured Week Events in Portland, Oregon:***

**TOWN HALL MEETING**

**Monday, March 10, 10 am – Noon**

**Center for Self Enhancement (SEI), 3920 North Kerby Ave.**

Moderator Eric Schmidt will lead a discussion among elected officials, including U.S. Rep. Darlene Hooley, Multnomah County Chair Diane Linn and State Legislators Ben Westlund and Alan Bates, CTUW Coalition members and Oregonians sharing their personal stories about the struggles they endure in being uninsured.

# CoverThe UninsuredWeek

March 10-16, 2003

## ON CAMPUS CONVERSATION

**Tuesday, March 11, Noon – 1 pm**

**Oregon Health & Sciences University (OHSU), Old Library Auditorium**

Panel featuring keynote Gov. John Kitzhaber, health care providers, social workers and medical students who work with the uninsured.

## HEALTH FAIR

**Wednesday, March 12, 10 am – 4 pm**

**Pioneer Courthouse Square, Downtown Portland**

Free Health Care screenings (blood pressure, diabetes, glaucoma, etc.), Oregon Health Plan and Children's Health Insurance Program information, and educational materials on senior prescription drug assistance, preventative care, child safety, and nutrition. Sponsored by the Oregon Association of Hospitals and Health Systems.

## HEALTH CARE CLINIC OPEN HOUSE

**Wednesday, March 12, 2 pm – 5 pm**

**Rockwood Neighborhood Access Center, 800 SE 181st Street, Portland**

Bilingual information (Spanish) about Rockwood clinic services, such as child wellness, breast and cervical cancer screenings and other preventative care, as well as information from partner organizations on services for the uninsured – the Wallace Medical Concern (urgent adult care) and the College of Naturopathic Medicine.

## INTERFAITH BREAKFAST

**Friday, March 14, 7:30 – 9 am**

**Holiday Inn Portland Convention Center, 1021 NE Grand Ave.**

A call to care featuring uninsured Oregonians, faith community members who work on this issue, and keynote speaker Mary Jo Tully with the Archdiocese of Portland. Sponsored by the Ecumenical Ministries of Oregon and the Interfaith Council of Greater Portland.

## BUSINESS/LABOR ROUNDTABLE

**Friday, March 14, Noon – 1 pm**

**Portland City Club Forum, Multnomah Athletic Club, 1849 SW Salmon**

Small and large business and labor leaders discuss their perspectives on the past, present and future of employer-provided health insurance.

For more information about *Cover the Uninsured Week*, visit [www.CoverTheUninsuredWeek.org](http://www.CoverTheUninsuredWeek.org) or call (503) 226-9353

*Cover the Uninsured Week* in Portland is funded primarily by The Robert Wood Johnson Foundation, the nation's largest philanthropy dedicated exclusively to improving the health and health care of all Americans. The California Endowment and the W.K. Kellogg Foundation also are providing significant funds for events throughout the nation.

The estimates in the report are derived from a model that combines two Census surveys: the most recent Current Population Survey (CPS) and the most recent Survey of Income and Program Participation (SIPP). They differ from the Census Bureau's annual CPS report, which is designed to show how many people were uninsured for all of the previous year. The latest CPS number was 41.2 million. The purpose of doing this report was to develop an alternative measure that attempts to determine how many people were uninsured for all or part of 2001-2002.

###

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**PROCLAMATION NO. 03-032**

Proclaiming March 10 through March 16, 2003 ***Cover the Uninsured Week*** in Multnomah County, Oregon

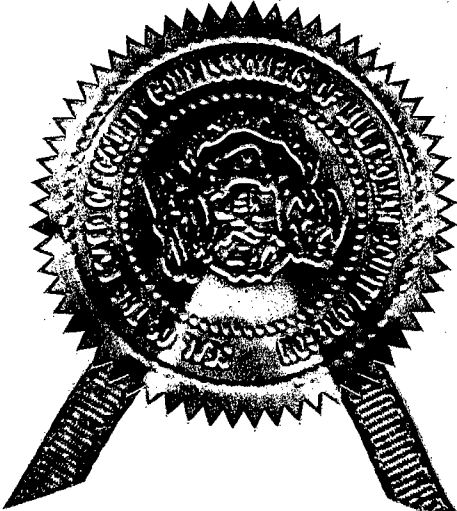
**The Multnomah County Board of Commissioners Finds:**

- a. 41 million people in the US do not have health insurance including 422,000 in Oregon and over 240,000 in our Metropolitan region.
- b. Most of the uninsured work at least part-time and have at least a high school diploma.
- c. People of color are twice as likely to be uninsured.
- d. People without health insurance are less healthy than those that have medical coverage, and miss more days of work or school.
- e. Have higher rates of diseases that go untreated and place greater demands on the health care system when they do finally receive care.
- f. Are more likely to leave bills unpaid, leading to bankruptcy and resulting in increased insurance premiums for all.
- g. People without health insurance may receive routine care in hospital emergency rooms, leading to overcrowding and delays in urgently needed services.
- h. The current economic slow down and cuts in public programs leave more people uninsured daily.
- i. Multnomah County is a major provider of care, delivering over 350,000 health visits on an annual basis.

**The Multnomah County Board of Commissioners Proclaims:**

The week of March 10 through March 16, 2003 is ***Cover the Uninsured Week*** in Multnomah County, Oregon. The Board recognizes the urgency of seeking solutions to the issue of uninsurance and declares support for ***Cover the Uninsured Week***.

ADOPTED this 6th day of March, 2003.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
\_\_\_\_\_  
Diane M. Linn, Chair

# AGENDA PLACEMENT REQUEST

BUD MOD #:

## Board Clerk Use Only:

Meeting Date: March 6, 2003

Agenda Item #: R-5

Est. Start Time: 9:50 AM

Date Submitted: 02/26/03

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Requested Date: 3/6/03

Time Requested: 1.5 hours

Department: Non-Departmental

Division: Chair's Office

Contact/s: Kathy Turner

Phone: 503 988-3308

Ext.: 83308

I/O Address: 503/600

Presenters: Chair Linn, members of the Board, invited staff and others

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Agenda Title: Local School, Human Services and Public Safety Funding Options

NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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1. What action are you requesting from the Board? What is the department/agency recommendation?
2. Please provide sufficient background information for the Board and the public to understand this issue.
3. Explain the fiscal impact (current year and ongoing).

NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.

If a budget modification, explain:

- ❖ What revenue is being changed and why?
- ❖ What budgets are increased/decreased?
- ❖ What do the changes accomplish?
- ❖ Do any personnel actions result from this budget modification? Explain.

- ❖ Is the revenue one-time-only in nature?
  - ❖ If a grant, what period does the grant cover?
  - ❖ When the grant expires, what are funding plans?
- NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ Why was the expenditure not included in the annual budget process?
- ❖ What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?
- ❖ Why are no other department/agency fund sources available?
- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

**If grant application/notice of intent, explain:**

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved.
5. Explain any citizen and/or other government participation that has or will take place.

**Required Signatures:**

**Department/Agency Director:**



**Date: 02/26/03**

**County Attorney**

By: \_\_\_\_\_

**Date:**

**Budget Analyst**

By: \_\_\_\_\_

**Date:**

**Dept/Countywide HR**

By: \_\_\_\_\_

**Date:**

## BOGSTAD Deborah L

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**From:** LINN Diane M  
**Sent:** Friday, February 21, 2003 5:14 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
**Subject:** Update on Tax Reform and Revenue Raising Efforts

It continues to be a difficult and challenging time for Multnomah County. In the wake of the series of significant state reductions and the failure of Ballot Measure 28, it remains painfully clear that the condition and future of all of our valued public services is at risk. And unfortunately, the signs we're receiving from the state don't offer much hope for the immediate future.

As you may know, there has been much discussion about what we can do locally to stop the hemorrhaging in our schools and other critical social and public safety services. For the past few weeks, Portland Mayor Vera Katz and I have been convening a group – known as the Ad Hoc Team – of representatives from the county, city, local school districts, business and parent representatives to discuss and develop an action plan to identify new revenue for schools and if fiscally feasible for social and public safety services. As you've probably heard, Commissioner Lisa Naito has championed the "Daughter of Measure 28" proposal which would include critical county services.

We've been moving at a rapid pace and are making considerable progress. We have a technical team that is currently evaluating all revenue proposals, determining their feasibility, verifying the financial yield of each option and looking creatively at how we package ideas to arrive at a collaborative and viable approach.

Our goal is to arrive at a defined, cooperative tax reform and revenue raising proposal *on or before March 13*. We are on a fast track to set a course of action in this crisis situation.

I believe it will be necessary to refer whatever recommended package we develop to the voters for consideration.

In this environment, I believe it is incumbent on us to offer this community the opportunity to support schools and other vital services, given the passage of Measure 28 by voters in Multnomah County. Our decisions will be guided by empirical information and based upon a threshold of what the voters would support.

This past week, the Board of Commissioners held a series of briefings to gather information and discussion policy questions about all of the current proposals. We will work diligently next week to finalize recommendations and in the first week in March we will hold a series of public meetings in which citizens can view the proposal and provide feedback.

I will continue to keep you updated on any new developments. In the meantime, please feel free to contact our office if you have questions, concerns or ideas you would like to share.

Sincerely,

Diane M. Linn

**BOGSTAD Deborah L**

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**From:** LINN Diane M

**Sent:** Wednesday, February 26, 2003 3:58 PM

**To:** #MULTNOMAH COUNTY ALL EMPLOYEES

**Subject:** Update on recent developments around local school funding and the Portland Public Schools teacher contract negotiations

I wanted to provide a brief update on the county's involvement in the recent developments around local school funding and the Portland Public Schools teacher contract negotiations.

As you know, Mayor Vera Katz and I have been meeting with the district and union representatives for the past two days to help facilitate productive dialogue and bring both sides to a settlement. A strike would have been devastating to Portland students and it *would have a significant effect on many of our employees and school based services*. Additionally, if teachers were to strike it would put at risk the efforts underway to identify and ask voters for approval of increased local revenue of schools and vital social and public safety services.

You may have read in this morning's paper, the Portland School Board proposed a tentative agreement which awaits approval by the Portland Association of Teachers (PAT) membership. As a courtesy, those of us who participated in the negotiations were asked not to divulge specifics of the proposal until the union membership had an opportunity to view the proposal. However, there was important information in today's Oregonian that I wanted to expand upon and clarify.

The City of Portland is looking to contribute resources from a proposed increase in the city's Business License Fee to buy back school days for this year. *Please note that the County has not made a commitment to help fund the current school year*. As is painfully obvious through our on-going budget shortfalls, we are in a significantly different financial position than the city. We have, however, reinforced our commitment to developing a temporary funding package that includes revenue for schools.

We are diligently researching and testing voter approval of a variety of revenue packages and hope that there is the political will to support funding for schools, public safety and some social services in Multnomah County.

I know it is challenging for all of us as we continue to manage through the aftermath of state cuts and embark on our own fiscal year budget process here at the county. The media may only be currently picking up the needs of schools – which are great and important for us to address – but I intend to continue to deliver the message of the critical needs of the county and how essential the service we provide are to our clients and the larger community.

I will be sure to keep you updated on progress and new developments as they unfold. In the meantime, please feel free to contact our office if you have any questions or concerns.

Diane M. Linn  
Chair

2/26/2003

**BOGSTAD Deborah L**

---

**From:** LINN Diane M  
**Sent:** Wednesday, February 26, 2003 3:58 PM  
**To:** #MULTNOMAH COUNTY ALL EMPLOYEES  
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Diane M. Linn  
Chair

2/26/2003



# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-5A

**Est. Start Time:** 9:45 AM

**Date Submitted:** 03/03/03

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**Requested Date:** March 6, 2003

**Time Requested:** 45 minutes

**Department:** Non-Departmental

**Division:** Chair's Office

**Contact/s:** Kathy Turner, Duke Shepard

**Phone:** 503 988-3308

**Ext.:** 83308

**I/O Address:** 503/600

**Presenters:** Chair Linn, invited staff and others

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**Agenda Title:** County Business Income Tax Reform Resolution

**NOTE: If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.**

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1. **What action are you requesting from the Board? What is the department/agency recommendation?** Consideration of a resolution outlining a replacement of Multnomah County's current Business Income Tax.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** Multnomah County and the City of Portland levy income taxes on business operating within each jurisdiction. Multnomah County levies the business income tax, the City of Portland the Business License Fee. Together the jurisdictions entered an agreement with the Portland Chamber of Commerce, the Association for Portland Progress (now Portland Business Alliance) and the Portland Development Commission to analyze these taxes as revenue sources for government and for possible effects the taxes may have on economic investment and business growth (County resolution 01-129 adopted 10/4/2001). The briefing is intended to report on the activities and progress of the last year, and provide information on proposals for potential reform and replacement. The Board has held briefings on this topic on October 29, 2002 and

February 18, 2003. At the February 18, 2003, the Board of Commissioners was presented with policy recommendations for the replacement of the County Business Income Tax consisting of the following: a reduced tax on business net income of for profit businesses, implementation of a modest payroll tax on for profit businesses, increase of owners compensation, and possible caps on maximum payment liability for taxpayers on both income and payroll, "floor" exempting the first \$25,000 on business net income from payment and a potential similar floor on payroll at a rate to be established. This resolution will establish the Board's adoption of a replacement strategy, and direct staff to craft ordinances as necessary to implement the reform for the 2004 tax year. This direction includes procedures for establishing a practice return for all taxpayers in order to collect accurate data on impacts of the proposal on both taxpayers and county revenues. This reform recommendation is brought to the board per the policy direction provided on February 18, 2003. The reform is only intended to replace the current BIT as a portion of the County's current general fund. Increases in business taxes above these rates, through potential surcharges, must be addressed as stand alone actions.

3. **Explain the fiscal impact (current year and ongoing).** The BIT reform on its own will not have fiscal impacts during FY 2003-2004. Impact during 2004-2005 is projected to constitute replacement Business Income Tax revenues at the level of approximately \$26 million. The reform package is intended, and projected to be, revenue neutral for Multnomah County. Revenue projections may be adjusted, hence requiring further action of the Board, based on the "practice return" required of taxpayers under this resolution. The practice returns will more accurately determine the actual revenue yield for Multnomah County, and could necessitate adjustment of the rates and any caps adopted by the Board.

**NOTE: If a Budget Modification or a Contingency Request attach a Budget Modification Expense & Revenues Worksheet and/or a Budget Modification Personnel Worksheet.**

**If a budget modification, explain:**

- ❖ **What revenue is being changed and why?**
- ❖ **What budgets are increased/decreased?**
- ❖ **What do the changes accomplish?**
- ❖ **Do any personnel actions result from this budget modification? Explain.**
- ❖ **Is the revenue one-time-only in nature?**
- ❖ **If a grant, what period does the grant cover?**
- ❖ **When the grant expires, what are funding plans?**

**NOTE: Attach Bud Mod spreadsheet (FORM FROM BUDGET)**

**If a contingency request, explain:**

- ❖ **Why was the expenditure not included in the annual budget process?**
- ❖ **What efforts have been made to identify funds from other sources within the Department/Agency to cover this expenditure?**
- ❖ **Why are no other department/agency fund sources available?**

- ❖ Describe any new revenue this expenditure will produce, any cost savings that will result, and any anticipated payback to the contingency account.
- ❖ Has this request been made before? When? What was the outcome?

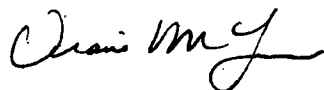
If grant application/notice of intent, explain:

- ❖ Who is the granting agency?
- ❖ Specify grant requirements and goals.
- ❖ Explain grant funding detail – is this a one time only or long term commitment?
- ❖ What are the estimated filing timelines?
- ❖ If a grant, what period does the grant cover?
- ❖ When the grant expires, what are funding plans?
- ❖ How will the county indirect and departmental overhead costs be covered?

4. Explain any legal and/or policy issues involved. Policy issues include: Relative predictability of revenue sources, impacts on the local economy, county budget, distribution of tax liability, impacts of City of Portland actions with regard to its BLF.
5. Explain any citizen and/or other government participation that has or will take place. Weekly meetings have occurred among the participants in the agreement. This group includes both private citizens and governments (including the City of Gresham). The Community Partnership Agreement entered into by the Board of County Commissioners named a 13 member Community Partnership Team, and a corresponding technical advisory team. Additionally, outreach to business owners throughout Multnomah County via personal visits, phone, and email have occurred to solicit feedback on both the process and specific proposals. This outreach has included: the Association of Portland Neighborhood Business Associations, the Chair's Business Advisory Council, the Gresham Chamber of Commerce, various other local business membership organizations, and individual businesses from local industry sectors. The Board of Commissioners has held briefings on the Business Income Tax on October 29, 2002, and February 18<sup>th</sup>, 2003.

**Required Signatures:**

Department/Agency Director:



Date: 03/03/03

County Attorney

By: \_\_\_\_\_

Date:

Budget Analyst

By: \_\_\_\_\_

Date:

# AGENDA PLACEMENT REQUEST

**BUD MOD #:**

**Board Clerk Use Only:**

**Meeting Date:** March 6, 2003

**Agenda Item #:** R-5B

**Est. Start Time:** 9:45 AM

**Date Submitted:** 03/03/03

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**Requested Date:** 3/6/03

**Time Requested:** 45 minutes

**Department:** Non-Departmental

**Division:** Chair's Office

**Contact/s:** Kathy Turner

**Phone:** 503 988-3308

**Ext.:** 83308

**I/O Address:** 503/600

**Presenters:** Chair Linn, members of the Board, invited staff and others

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**Agenda Title:** Local School, Human Services and Public Safety Funding Options

**NOTE:** If Ordinance, Resolution, Order or Proclamation, provide exact title. For all other submissions, provide clearly written title.

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1. **What action are you requesting from the Board? What is the department/agency recommendation?** Consideration of a resolution establishing direction for Multnomah County tax measures for funding of schools, human services, and public safety. Resolution establishes needs for funds, guidance for expenditures, and standards for accountability.
2. **Please provide sufficient background information for the Board and the public to understand this issue.** Local school districts have suffered cuts over the last twelve years because of property tax limitations, the phase-in of equalization without additional funds, and the Oregon legislature's inability to enact either meaningful tax reform or stable educational funding during the past 12 years. While local school districts have lost funding due to the distribution of income taxes from the metro area being shared across Oregon, local schools have suffered from higher costs of special education students. Every school district in Multnomah County faces substantial and unprecedented budget shortfalls, and Multnomah County has a unique responsibility to represent the interests of the over 90,000 students attending public schools within the County.

In addition to quality schools, Multnomah County has seen significant reductions in funds for the County's core functions of public safety and human services. Multnomah County is responsible for providing three fourths of the local public safety system through the Sheriff's Office, the District Attorney and our Department of Community Justice. Multnomah County also provides the key safety net services for residents throughout the county. As a result of state funding cuts, The County is poised to dismantle critical outpatient services for the severely mentally ill, including crisis services, clinics and treatment. Due to the statewide failure of Ballot Measure 28 (which did have majority support in Multnomah County), Multnomah County has cut 154 Full Time Employees and lost \$10.7 million in funding for health and mental health treatment services, services to seniors and the disabled, and vital public safety services. This is in addition to cuts already received from the series of Special Sessions, Emergency Board action, across the board reductions and our own local budget shortfalls and service reductions.

Multnomah County Chair Diane Linn and Portland Mayor Vera Katz have convened an Ad-Hoc group on school funding in order to arrive at a solution to the funding crisis in local schools throughout Multnomah County. During the recently announced settlement of bargaining in the Portland Public school District, the City of Portland pledged adopt a temporary surcharge in its Business License Fee to assist that district immediately and into the future. This settlement also included a commitment from the Mayor and the Chair to seek additional revenue for schools. Preceding and continuing throughout this school-funding crisis and as referenced above, Multnomah County has undergone a series of dramatic budget reductions. As the school funding issue evolved, The Chair and Board have expressed the need for a broader package of revenue to assist schools as well as meet the critical needs of public safety and human services that continue to be reduced by the state of Oregon. The recent failure of Measure 28, and the fact that it received a majority vote within Multnomah County, has further magnified the need for resources and the potential viability of a local funding option.

## **2. Explain the fiscal impact (current year and ongoing).**

Fiscal impacts of tax changes have been projected to range from \$50 to \$100 million in the next fiscal year, but are highly speculative and subject to wide variation at this point.

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**If a budget modification, explain:**

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- ❖ Why was the expenditure not included in the annual budget process?
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**4. Explain any legal and/or policy issues involved.**

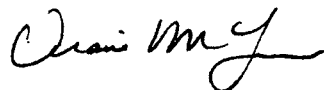
Multnomah County has the authority to consider, and adopt or refer a wide range of tax policies. Policy issues include: tax burdens for businesses and individuals in Multnomah County, revenue needs of schools, public safety and human services, impacts of actions proposed by members of the state legislature, impacts of current state revenue forecasts, distribution of any locally levied tax funds to all schools throughout Multnomah County on an appropriate basis, consistent standards of accountability for school funds and all districts, amounts to be distributed among schools, public safety, and human services, potential voter referendum, effective term of local revenue measures, costs of public services and relative tax burdens in urban jurisdictions.

**5. Explain any citizen and/or other government participation that has or will take place.**

County Chair Diane Linn and Portland Mayor Vera Katz co-chaired the Ad-hoc group on school funding, which includes parents, school districts, other elected officials and their staffs. These are open meetings attended by the public at large as well. Multnomah County held a briefing on school funding on February 20<sup>th</sup>, 2003, as well as a hearing on Commissioner Naito's proposed "Daughter of 28" on that same day.

**Required Signatures:**

**Department/Agency Director:**



**Date: 03/03/03**

Establish Local School, Human Services and Public Safety Funding Options

**The Multnomah County Board of Commissioners Finds:**

- a. In Multnomah County, we are proud of being a great place to live;
- b. We know the ability to attract and keep businesses and families in our area depend on strong public schools, safe neighborhoods and vital services to seniors and other vulnerable members of our community.
- c. In the current economic climate, we recognize that individuals, families and businesses are struggling and that now more than ever, quality public and community services are essential to maintaining a high quality of life.
- c. Multnomah County is valued for having quality public schools where students continue to make gains in meeting rigorous academic demands, where a high percentage of families choose public education, where the citizens actively support the schools and where we leave no child behind;
- d. The County Board is committed to supporting quality education to produce well-educated people, responsible citizens, a well prepared and highly skilled work force, and ensure that all children can reach their full potential in life regardless of income, race, gender, ethnicity, or religion;
- e. Quality public education is critical to closing the achievement gap and maintaining diverse communities that are integrated across class, race, ethnicity, and geography
- f. Local school districts have suffered cuts over the last twelve years because of property tax limitations, the phase-in of equalization without additional funds, and the Oregon legislature's inability to enact either meaningful tax reform or stable educational funding during the past 12 years;
- g. While local school districts have lost funding due to the distribution of income taxes from the metro area being shared across Oregon, local schools have suffered from higher costs of special education students;
- h. Every school district in Multnomah County faces substantial and unprecedented budget shortfalls, and Multnomah County has a unique commitment to represent the interests of the over 90,000 students attending public schools within the County;
- i. As the level of state funding for public schools within Multnomah County has continued to decline, there is a significant risk that the State will not provide funding that will enable the schools to achieve their vital mission of preparing our children to enter college, the workforce, and start the businesses of tomorrow.
- j. The County Board believes that the challenge of achieving stable and adequate school funding should be resolved by a statewide solution and expects the state legislature and citizens of this state to develop a long-term, viable solution.

- k. However, it does not appear that adequate funding for schools will be approved and allocated during the current legislative session, therefore the County Board believes it must act on its commitment to assist this community with the immediate crisis by developing a funding package to augment local school districts' revenues for at least the 2003-2004 and 2004-2005 school years.
- l. Safe neighborhoods and the capacity to adequately arrest, prosecute, incarcerate and supervise offenders, is critical to a healthy and prosperous community;
- m. Multnomah County is responsible for providing three fourths of the local public safety system through the Sheriff's Office, the District Attorney and the Department of Community Justice.
- n. Due to an on-going series of severe state cuts and cycles of local revenue shortfalls, the local public safety system is at serious risk.
- o. Multnomah County has been forced to reduce the jail bed capacity by 497 beds in the last two years. This has resulted in early release of offenders, while at the same time the County has been forced to reduce the capacity to supervise these same offenders in the community.
- p. Critical health, treatment and mental health services to offenders in jail and on supervision is a proven method at reducing recidivism. Due to on-going cuts, Multnomah County's ability to provide these critical services have been significantly reduced.
- q. Multnomah County is also the community's safety net. The County provides vital health, mental health, addiction treatment, and senior and disability services to those in our community who live on the margin.
- r. We have a legal and moral obligation to care for the community's most vulnerable and to invest in proven and effective community based services that save us money in the long run.
- s. Supports for the elderly to maintain independent living in order to avoid more expensive nursing home care have been cut or withdrawn altogether.
- t. Service to the chronically mentally ill, basic health care and medications for the medically-needy have been eliminated.
- u. Research has shown that outpatient treatment for the mentally ill avoids expensive hospital costs. Research also tells us that effective alcohol and drug treatment reduces the likelihood that criminal activity will occur. The County is poised to dismantle critical outpatient services for the severely mentally ill, including crisis services, clinics and treatment.
- v. Ballot Measure 28, while defeated statewide, was supported by 57% of voters in Multnomah County.,



- w. Due to the statewide failure of Ballot Measure 28, Multnomah County has cut 154 Full Time Employees and lost \$10.7 million in funding for health and mental health treatment services, services to seniors and the disabled, and vital public safety services. This is in addition to cuts already received from the series of Special Sessions, Emergency Board action, across the board reductions and local budget shortfalls and service reductions.
- x. The Oregon State Legislature and the Governor have continued to disinvest in our community's vital public infrastructure. They have failed to adequately fund schools and have reduced funding for public safety, health and senior services to the point where it endangers people's lives and livelihoods.

**The Multnomah County Board of Commissioners Resolves:**

1. The Board of County Commissioners is prepared enact and/or refer to the ballot such local tax options as necessary to maintain quality public schools and crucial public safety, health and senior services. The funding proposal will provide a bridge for our local community until we fully realize economic recovery.
2. The Board of County Commissioners will develop a funding allocation formula that will reflect an appropriate distribution among public services. Additionally, the percentage allocation dedicated to local schools will be further distributed among all school districts within Multnomah County. A school district distribution formula will be outlined in a later ordinance.
3. A technical team for public safety, convened through the Local Public Safety Coordinating Council, will make recommendations for the use of the public safety allocation.
4. A technical team convened by the Directors of Health, Human Services and School and Community Partnerships and Commission on Children and Families of Multnomah County will make recommendations for the use of the human services allocation.
5. Revenues for schools generated from these tax adjustments may only be used as follows:
  - a. To ensure a reasonable class size ratio of 30:1
  - b. To ensure a full school year
  - c. To fund programs designed to achieve additional improvements in academic success of all students, including programs in English as a Second Language, English Language Learners and High Priority Schools.
  - d. To provide technical assistance to districts to achieve cost containment and performance objectives, including performance audits
6. Specific to the Portland Public School District and pursuant to the collective bargaining settlement mediated by the County Chair and the Mayor, a committee which includes the County Chair and the Mayor shall be formed to examine health care costs

within the Portland Public School District and arrive at cost containment solutions that are equitable, appropriate, and effective.

7. Multnomah County will establish through a later ordinance an allocation formula for the funds dedicated to public safety, health, mental health, treatment and senior and disability services.
8. Multnomah County shall aggressively pursue with the state legislature alterations to school equity and special education formulas and adjustments to limitations on local options to substantially increase revenue available to schools throughout Multnomah County.
9. If, at any time, adoption of local revenue increases result in a decreased base allocation from the state of Oregon due to equity formulas or directives of the state legislature, Multnomah County shall terminate those revenue increases immediately.
10. No direct allocation of revenues to any school district shall occur until such time as Multnomah County is satisfied that the district(s) are responsibly applying resource management, cost containment, and organizational structure to ensure that every tax dollar is used most effectively to provide a high quality educational experience to all students. These changes must include specific action plans to address minority student performance and educational opportunities. All of these changes must be reviewed and approved by the Multnomah County Board of Commissioners.
11. The County and City auditors will conduct regular audits to ensure compliance with above goals by school districts that benefit from the temporary revenue.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_. (type in day, month and year)

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON



**EXECUTIVE COMMITTEE**

**Ken Turner**  
*President*

*Foster Area Business Association*  
(503) 771-3817 • FAX (503) 771-8342

**Alan Peters**  
*Vice-President*

*Lloyd District Community Association*  
(503) 239-9921 • FAX (503) 239-4246

**Bob Butler**  
*Treasurer*

*Butler Brokers, Inc.*  
(503) 222-4949 • FAX (503) 228-4079

**AT LARGE MEMBERS**

**Angela Crawford**

*GooseHollow Business Association*  
(503) 223-6376 • FAX (503) 223-4691

**Roger Jones**

*Hawthorne Boulevard Business Assn*  
(503) 239-1237 • FAX (503) 236-4618

**Wayne Stoll**

*Parkrose Business Association*  
(503) 284-1921 • FAX (503) 284-9599

**Jean Baker**

*Division/Clinton Business Association*  
(503) 234-7642

[mjeanbaker@peoplepc.com](mailto:mjeanbaker@peoplepc.com)

**David Weislogel**

*Greater Brooklyn Business Association*  
503- 239-9050 X101 • FAX 503-872-9320

**Robert Butler**

*Committee Chair  
Fees and Licenses*

*Butler Brokers, Inc.*

503-222-4949 • FAX 503-228-4079

**Robert Mawson**

*Committee Chair*

*Urban Development & Planning*

*Heritage Consulting Group*

503-228-0272 • FAX 503-241-9646

**Executive Director**

*Nancy Chapin*

*The Support Group*

(503) 774-2832 • FAX (503) 788-0412

[nchapin@peoplepc.com](mailto:nchapin@peoplepc.com)

March 4, 2003

Multnomah County Chair Diane Linn  
501 SE Hawthorne Blvd.  
Portland, OR 97214

Dear Diane:

Yesterday we received the copy of the Resolution regarding the Business Income Tax Reform Proposal from the Community Partnership. We have not had time to meet with our membership regarding the details of the Resolution, however, based on the feedback we have collected using the tentative proposal we continue to have concerns regarding its effect upon small businesses. (Please see the chart on the next page.)

As you deal with this issue, we hope you will keep in mind that there are 43,000 businesses with an average of 50 employees that pay into the BIT/BLF fund and 9000 of them have 5 or fewer employees. Many of those employers struggle every month, if not every day, to meet their payroll and other expenses. If they are paying decent wages or even just minimum wage that is an average of \$15,000/employee, so the \$30,000 payroll exemption will help them minimally. It is easy to forget that for a small business owner, \$25.00 matters, let alone the \$10,520 increase for the 101 employee company in the chart. It seems important to recognize not only that large employers need a cap, which may be set a little low in the Resolution, but that a \$500 - \$10,520 increase for a small business may be equivalent to 10 times that much to a \$50,000,000 payroll company that would have been paying \$197,000, but will be capped at \$100,000. Has this cap been arbitrarily set at \$100,000 so that too much of the tax burden has been assigned to the smaller businesses? Is this fair and equitable treatment to all?

The economic slowdown has created hardships for us all, however, putting an additional financial burden on small businesses may not be in the best interest of the community, the business districts, or the neighborhoods. When businesses must close their doors, lay off people or reduce their hours, this just creates a vicious cycle that eventually will have a negative impact on the community. It isn't just the projected tax increase we are concerned about but when you add the increase in minimum wage, in trade licenses and other rising cost factors all businesses are in a financial dilemma.

It appears we have time now to insure that this solution is fair and equitable to all businesses in the Metropolitan area, so please move slowly and do it right.

Sincerely,

Ken Turner, President  
APNBA

Cc: Commissioners Serena Cruz, Lisa Naito, Lonnie Roberts  
and Rojo De Steffey.

ALLIANCE OF PORTLAND NEIGHBORHOOD BUSINESS ASSOCIATIONS

P.O. Box 5123, Portland, Oregon 97208-5123 • 503-774-2832 • FAX 503-778-0412 • [www.annba.com](http://www.annba.com)

## Analysis of Business Income Tax proposal

Here are four representative samples of business situations:

Net Income (Used O.C.)		Employees	Previous/New	(Increase) Decr.	Per F/T Employee increase
1) \$6,226	No	1/2x (\$14,000)	\$226.26/\$255.03	(\$28.77)	\$57.54 Ave. annual income
2) \$5,042	No	9 (134,565)	\$184/\$731.53	(\$547.53)	\$60.84 (\$14,951)
3) \$90,521	Yes	? (\$596,246)	\$3491/\$3613	(\$122.)	Unknown
4) \$31,457	(1)Yes	30 (\$626,335)	\$1148/\$2899	(\$1751)	\$58.36 (\$20,878)
5) \$35,565	(1)Yes	85 (\$2,057,580.)	\$2633/\$8520	(\$5887)	\$69.25 (\$24,207)
6) \$280,000	(2)Yes	101 (\$3,215,000)	\$3500/\$14020	(\$10,520)	\$104.16 (\$31,832)

Obviously this is a small sample so far, but I think you can catch the flavor of what's happening here. In example # 6, 34% of their income was earned in Portland and Multnomah County. In example 5, the average Portland/Multnomah was 82%. Perhaps that is why there is a disproportionate increase per employee, but it still seems to create a definite unfairness factor for companies employing a total of 186 people at or above family wages (as averaged).

In smaller businesses where the owner's net income is smaller and perhaps they paid \$300.00 last year, but they employ 12 people at an average annual wage of \$15,000 or less, their new cost on payroll would be \$711.00, which is 94 hours of work at minimum wage.

I suggest that the estimated \$1.4 million more taxes that 19,000 businesses would pay (according to Terry Williams figures) be divided by the number at the top that are projected as using the \$100,000 cap, the cap be adjusted to raise the \$1.4 million (500 x \$2800?) and the formula be changed so those with payrolls under \$5,000,000 and 200 employees have an amount that can be deducted from the payroll itself or from the final bill.

Particularly if there is going to be an additional tax for schools which several people have indicated they are willing to take on for a limited period, it is vital that the BLF/BIT be raised in as fair a manner as possible.

We are continuing to solicit completed forms, but I think you can see by these examples that the \$100,000 cap may be too low and that there needs to be some form of relief for the small businesses.

Prepared by Nancy Chapin, Executive Director  
Alliance of Portland Neighborhood Business Associations

**BOGSTAD Deborah L**

---

**From:** NAITO Lisa H  
**Sent:** Wednesday, March 05, 2003 3:40 PM  
**To:** LINN Diane M; CRUZ Serena M; ROJO DE STEFFEY Maria; ROBERTS Lonnie J  
**Cc:** TURNER Kathy G; BOGSTAD Deborah L; COMITO Charlotte A; NAITO Terri W  
**Subject:** FW: March 4-6, 2003 County Commission Meeting Agenda Changes  
**Importance:** High

Dear Board,

Greetings! At the public hearing tomorrow, I know Representative Mary Nolan is planning to testify. I believe a couple of other legislators may as well. I would like to extend the courtesy to them to testify first so they can go to Salem right after that. Actually, I think we should grant this courtesy as a matter of course to elected officials who come and testify at the County. It is routinely granted in the Legislature to elected officials and at City Hall.

Thank you,

Lisa

-----Original Message-----

**From:** BOGSTAD Deborah L  
**Sent:** Tuesday, March 04, 2003 12:19 PM  
**Subject:** March 4-6, 2003 County Commission Meeting Agenda Changes  
**Importance:** High

**Deb Bogstad, Board Clerk**  
**Multnomah County Chair's Office**  
**501 SE Hawthorne Boulevard, Suite 600**  
**Portland, Oregon 97214-3587**  
**(503) 988-3277**  
**<http://www.co.multnomah.or.us/cc>**

3/6/2003

#1

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-03

SUBJECT: Daughter of 28

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: ✓ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Rep. Mary Nolan

ADDRESS: 900 Court St NE

CITY/STATE/ZIP: Salem OR 97301

PHONE: \_\_\_\_\_ DAYS: 1503-986-1436 EVES: 503-227-2012

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: adequate funding for comprehensive  
services: schools, social services, public safety

WRITTEN TESTIMONY: yes (attached)

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



## House of Representatives

**Mary Nolan**

*Assistant Democratic Leader*

900 Court Street NE  
Salem, OR 97301

March 6, 2003

Testimony before the Multnomah County Board of Commissioners

Thank you all for the opportunity to speak with you today, and for your willingness to show all of Oregon how to craft bold plans to sustain prosperous, well-educated and safe communities. I especially applaud the leadership of Chair Linn and Commissioner Naito, for your keen focus on results rather than credit or blame.

At a time when there is much talk about differences and divisions, you are showing us that it is possible – indeed, that it is necessary – to create solutions that do not pit us against them.

Here in Multnomah County and in the other 35 counties, it can't be about whether children or families or working adults or elders get preference. For our communities to prosper, we need to create opportunities for people at every stage of life to learn, live in dignity, and contribute to Oregon's economy and community.

It can't be about whether schools or social services or natural resources or public safety is most important. Livability and security require that our neighbors enjoy and invest in all these services.

It can't be about computer chips vs. wood chips, tall buildings vs. towering trees. We in the metropolitan area need Oregon's natural resources economy to thrive, and those in the woods and farms need Portland's knowledge-based economy to flourish.

What it is about is leadership and vision. Back in September, I worked within the legislature to enact what we thought back then was an adequate bridge for schools, health care, social services, public safety and law enforcement. A bridge that would lay a foundation for defining the services Oregonians want, a strategy for delivering those services efficiently and equitably, and a sustainable way for Oregon residents and businesses to invest in those services. Along with my Democratic colleagues, I voted to enact that plan, because like you I believe I was elected to do what is right for Oregon, not what is easy. When the Republican legislative leadership decided to duck their responsibilities, and instead refer Measure 28 to the voters, I joined you in lending my voice and money and shoe leather to a grass roots effort to pass it.

I applaud you for your courage and wisdom, and most especially for your commitment to working in partnership with the City, the business community, the school district and individuals of all political persuasions. And I pledge to advocate in the legislature and in every community forum I attend, to help preserve this bridge you are building – and to help build a permanent solution.

#2

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: Public Meeting

AGENDA NUMBER OR TOPIC: R-5A & R-5B

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Jim Jedaloh

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Business tax reform and school funding  
and public safety

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#3

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: Mar 6, 2003

SUBJECT: School funding

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Jim Scherzinger / Superintendent

ADDRESS: 501 N. Dixon

CITY/STATE/ZIP: Portland, Oregon

PHONE: \_\_\_\_\_ DAYS: 916-3200 EVES: \_\_\_\_\_

EMAIL: jscherzinger@pps.k12.or.us FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#4

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

---

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3.6.03

SUBJECT: LOCAL SCHOOL, HUMAN SERVICES AND PUBLIC SAFETY  
FUNDING OPTIONS

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: ☒ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: KEN NOAH, Supt. Gresham-Barlow School District

ADDRESS: 1331 EASTMAN PKWY

CITY/STATE/ZIP: Gresham, OR 97030

PHONE: \_\_\_\_\_ DAYS: 503-618-2444

EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#5

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: 03.06.03

SUBJECT: School Funding

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Mary Larson, Director of Business  
ADDRESS: Parmer School District Services

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#6

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: School Funding

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Barbara Rommel / Superintendent

ADDRESS: 1500 SE 130<sup>th</sup>

CITY/STATE/ZIP: Portland OR 97233

PHONE: \_\_\_\_\_ DAYS: 503 261 8201

EVES: \_\_\_\_\_

EMAIL: Barbara-Rommel@ddouglas.K12.or.us

FAX: 503 261 8208

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

HAD TO LEAVE @ 10:30  
DIDN'T GET TO SPEAK

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-00

SUBJECT: on Public School Funding

AGENDA NUMBER OR TOPIC: Parent Testimony

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Marjorie McRae

ADDRESS: 3222 NE 14th

CITY/STATE/ZIP: Portland 97212

PHONE: \_\_\_\_\_ DAYS: 503 287 9136 EVES: 287-5579

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Need to fund schools at ~~ex~~ at least  
current levels - no more cuts

WRITTEN TESTIMONY: I planned to offer 2 minutes  
of 'vignettes' about my daughter's need for  
strong public schools

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#7

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE:

Mar. 6, 2003

SUBJECT:

School Funding

AGENDA NUMBER OR TOPIC:

FOR:

X

AGAINST:

THE ABOVE AGENDA ITEM

NAME:

Keith Robinson

ADDRESS:

18135 SE. Brooklyn St.

CITY/STATE/ZIP:

Portland, OR

PHONE:

DAYS:

503 760-7990

EVES:

EMAIL:

Keith-Robinson@centennial.k12.  
or.us

FAX:

SPECIFIC ISSUE:

School Funding

WRITTEN TESTIMONY:

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#8

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: Local School, Hum Serv &

Pub Safety

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Louise Grant (Citizens Crime Comm)

ADDRESS: 221 NW 2<sup>nd</sup>

CITY/STATE/ZIP: Port, Or

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

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**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

The Citizens Crime Commission was founded in 1988 to provide leadership in the fight against crime by working with lawmakers, citizens, and justice representatives to make Oregon's state and local system more efficient, effective and accountable. Over the past 15 years, we have made positive strides in effective incarceration, homeless youth, children's intervention programs, and sensible counter-terrorism measures such as protecting our vital water system.

We realize in these dire economic times, no agency can be held harmless from the budget cuts that tear at the heart of many of the programs, not only public safety, but social service and education that we consider crucial to the functioning of a healthy society.

No one is in a better position than the Crime Commission to know that the cuts to sheriff, district attorney, public defenders, parole and probation, and the mental health system are not mere scare tactics. Courts closing on Fridays, no public defenders to represent adults or youth, prosecutor cutbacks, and the mentally ill wandering our streets are at the crisis level.

We respect how school supporters have organized their ranks and gotten the ear of policymakers in Portland and throughout the state with their desperate pleas for funding. What we are asking is when officials go to the public and ask for ONE more chance, ONE more vote, they don't make the mistake of funding one system in crisis, but look at the picture of our community as a whole. We must have public funding that is not short sighted, but takes into account short term funding for schools, and critical public safety and social service safety nets.

Unfortunately, the greater Portland area is a magnet for criminals around the state and we may be seeing the tip of the iceberg. Let's not see what we have positively developed deteriorate before our eyes.

Louise L. Grant  
Associate Director, Citizens Crime Commission  
221 NW 2<sup>nd</sup> Ave.  
Portland, Oregon 97209  
503-228-9736



#9

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

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**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

**MEETING DATE:** 03.06.03

**SUBJECT:** Local School, Human Services and  
Public Safety funding Options

**AGENDA NUMBER OR TOPIC:** \_\_\_\_\_

**FOR:** X **AGAINST:** \_\_\_\_\_ **THE ABOVE AGENDA ITEM**

**NAME:** Charles Kurtz

**ADDRESS:** 610 SE 61st Ave

**CITY/STATE/ZIP:** Portland OR 97215

**PHONE:** \_\_\_\_\_ **DAYS:** 503-238-9811 **EVES:** \_\_\_\_\_

**EMAIL:** ckurtz@attbi.com **FAX:** \_\_\_\_\_

**SPECIFIC ISSUE:** \_\_\_\_\_

**WRITTEN TESTIMONY:** \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#10

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 03.06.03

SUBJECT: Public Comments

AGENDA NUMBER OR TOPIC: Human Services

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Theresa M. Flowers

ADDRESS: 1019 SW. 10<sup>th</sup> Ave # 307

CITY/STATE/ZIP: Portland, OR 97205

PHONE: \_\_\_\_\_ DAYS: 503-274-0453 EVES: Same

EMAIL: ggflow@webtv.net FAX: \_\_\_\_\_

SPECIFIC ISSUE: Daughter of 28 -

Budget for ADS.

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

# 11

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-03

SUBJECT: Public Comment

AGENDA NUMBER OR TOPIC: Human Services

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Fran Landfair

ADDRESS: 1731 NE Klickitat

CITY/STATE/ZIP: Port, OR. 97212

PHONE: \_\_\_\_\_ DAYS: 503-288-0324 EVES: —

EMAIL: FLANDFAIR@AOL.COM FAX: \_\_\_\_\_

SPECIFIC ISSUE: Daughter of measure 28  
Budget.

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#12

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

MEETING DATE: 3/6/03

SUBJECT: Human Services Agenda

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Ken Calvin

ADDRESS: 910 S.W. Park Ave #201

CITY/STATE/ZIP: Portland, OR

PHONE: \_\_\_\_\_ DAYS: 224-5100

EVES: 309-1753

EMAIL: ken calvin@attbi.com

FAX: \_\_\_\_\_

SPECIFIC ISSUE: Daughter of #28

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#13

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/3

SUBJECT: Coverage problems for Aging &  
Disabled Clients

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: ✓ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Jim Foster

ADDRESS: 12530 SE Powell Ct #5

CITY/STATE/ZIP: Portland OR 97236

PHONE: DAYS: (503) 988-3840 EVES: \_\_\_\_\_

EMAIL: jim.foster@co.multnomah. FAX: \_\_\_\_\_  
OR.US

SPECIFIC ISSUE: \_\_\_\_\_

Medication & Services help for Seniors & Disabled  
Population

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#14

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 7-10-2003

SUBJECT: Human Services

AGENDA NUMBER OR TOPIC: Health care, Med & Transportation

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Betty Campbell

ADDRESS: 6404 SE 23rd #731

CITY/STATE/ZIP: Portland Or 97207

PHONE: \_\_\_\_\_ DAYS: 503-963-8801 EVES: 503-963-8801

EMAIL: none FAX: none

SPECIFIC ISSUE: human services

WRITTEN TESTIMONY: How much seniors need help with medication & Transportation

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#15

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: Mar 6, 2003

SUBJECT: Local School, Human Services & Public Safety  
Funding Options

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Jane McFarland

ADDRESS: 4217 NE 19<sup>th</sup> Ave

CITY/STATE/ZIP: Portland OR 97211

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: (503) 284-5067

EMAIL: na FAX: na

SPECIFIC ISSUE: Support HOPE goals. Business tax  
revenues must pay fair share.

WRITTEN TESTIMONY: • Adopt local tax on individuals and businesses  
• Ensure this new tax burden is distributed justly and  
equitably - especially in light of Measure 5 shift in burden.  
• Protect currently budgeted services from risk of the local  
tax surcharge challenge.

**IF YOU WISH TO ADDRESS THE BOARD:**

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4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#16

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 03.06.03

SUBJECT: School Funding

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Sheri Campbell

ADDRESS: 2334 NE 56th Ave

CITY/STATE/ZIP: Portland, OR

PHONE: \_\_\_\_\_ DAYS: 503 282-0593 EVES: same

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: need for bridge funding to  
sustain community support and strength of schools

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#17

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

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Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 03.06.03

SUBJECT: Mental Health Services - Funding  
& Human Services

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: SCOTT SNEDECOR

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ DAYS: \_\_\_\_\_ EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: was consumer advocate until  
LAID OFF - NOW CHAIR OF AMHSA

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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2. Written testimony will be entered into the official record.

#18

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: March 6

SUBJECT: School Funding

AGENDA NUMBER OR TOPIC: R-5

FOR: ✓ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Greg Simon

ADDRESS: 7602 SW Fulton Park Place

CITY/STATE/ZIP: Portland OR 97219

PHONE: \_\_\_\_\_ DAYS: 503 293 3845 EVES: Same

EMAIL: Greg.Simon@attbi.com FAX: \_\_\_\_\_

SPECIFIC ISSUE: Funding options for  
schools, human services and safety -

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

HAD TO LEAVE @ 11:09 AM  
DID NOT SPEAK. BCC GIVEN written testimony

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: Public School Funding

AGENDA NUMBER OR TOPIC: R-5

FOR: ✓ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Georgia Lampas Obradovich

ADDRESS: 5739 S.E. Salmon

CITY/STATE/ZIP: Portland, Oregon 97215

PHONE: \_\_\_\_\_ DAYS: 503 236-7093 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Fund Schools

WRITTEN TESTIMONY: See Attached

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Dear Committee, I wrote a something totally different at 5:30 a.m. and in the shower realized what I really wanted to say. Here it is. I grew up in Beaverton and have lived here all my life. I attended public schools; Ridgewood, Cedar Park and Sunset High School. I was never a great student...but I liked school well enough. I especially loved my grade school teacher Mrs. Bybee. I really loved to sing. Singing was my thing and we had music it seemed everyday. When troubles occurred at home I would sing. It made me feel good. Mrs. Bybee was an old school teacher, very strict. She demanded attention and we gave it to her. I learned to play to recorder and to let the tone of my voice come through the "top" of my head...as Mrs. Bybee instructed. I went on in Jr. High to sing. We had full music available, choir tours and the whole thing. I still was not a great student academically....I just wasn't that interested in other things. In high school I almost didn't make it. The pressure to join different social groups and to use drugs was very great. I came to school to sing with Gary Gadwood, a fabulous music teacher. I was a member of the top singing group and sang in state competitions and choirs. I stayed in school to sing. Maybe that sounds shallow to you. But I was good at that and the teachers let me know it. I was not as great at other things. Eventually I went on to college at O.S.U. and found so many different areas of study and guess what? I didn't sing. I found Psychology and Sociology! I received a double major in those areas and I was a 4.0 in my core classes. I have worked for Edwards Center for the past 15 years helping to employ mentally disabled adults. I love that. Well, the moral to the story is that I found music in K-12 to be my rock. Please let other kids who are like me succeed by holding onto programs which seem to be slipping away. We need class sizes below 30, Music programs, Physical Education, Library services for all students in Oregon. My children attend Glencoe Elementary, our neighborhood public school on southeast Belmont. Many wonderful programs have been broken apart. Our Principal has worked very hard to keep class sizes down and programs together but....what we face now is worse than ever. Please tax where you must to keep our public school system in Portland working for the future of our children. Thank you.

Georgia Lampros Obradovich  
5739 S.E. Salmon  
Portland, Oregon 97215

Hello, my name is Georgia Lampros Obradovich and I live in Mt. Tabor with my husband, Dan and our two children, Elaina age, 8 and Natalie age, 6. I grew up in Southwest Portland attending the public schools of Sunset High School, Cedar Park Middle School and Ridgewood Elementary. My parents moved here from California, the economy was good and the public school system was GREAT. I had a such a well rounded education. I went on to O.S.U. where I met my husband. We both wanted to stay here and make our careers in Portland. I have employed mentally disabled adults at Edwards Center for over 15 years. My husband has worked for Pacific Seafood for over 20!

When I entered the school system 37 years ago it was healthy. Public school gave me the tools I needed to succeed in business. But the economy today is not healthy and we are not offering the same tools which helped me to succeed in school, college and in finding a job to stay in Portland. How can we expect our children to succeed? Competition for employment will be even greater when they go to search for a job. We are not preparing them for the future when we offer them less then what I had 37 years age. Will they want to stay here too? Will they want to raise their children in our public school system the way it is headed? I don't think so. Let's give them the rich and full public school experience that I had and give them the tools to succeed. My children currently attend Glencoe Elementary on Belmont a few blocks from our home. When we started there 4 years ago we had a full time music and physical education teachers and a librarian. Art had already been lost. Every year a little bit has slipped away...half time music....no music. Next year the forecast is not good. High class size, no physical education, no music, no librarian...NO TOOLS TO CREATE A WELL ROUNDED STUDENT. Please fix this for all the children in this state, not just mine. Tax in the areas you need to tax and do not cut the programs for the children. Let's not make very important programs such as music, art, physical education, low class size and library services luxuries of the past...my past...which helped me to become the successful person I am today. Thank you for your time. Georgia Lampros Obradovich

# 19

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

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Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: March 7, 2003

SUBJECT: Schools

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Fred Schwaebel

ADDRESS: 1615 SE 30

CITY/STATE/ZIP: Portland, OR 97219

PHONE: DAYS: 503-8230-4031

EVES: 503-236-6339

EMAIL: FS8FS@AOL.COM

FAX: \_\_\_\_\_

SPECIFIC ISSUE: School crisis

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#20

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-03

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: JOHN WMISLER

ADDRESS: 9427 N.W. FLEISCHNER ST.

CITY/STATE/ZIP: PORT OR 97229

PHONE: DAYS: 243-5043 EVES: 291-1250

EMAIL: WMISLER@ESCHELON.COM FAX: 243-1920

SPECIFIC ISSUE: SCHOOL FUNDING

BUSINESS PERSPECTIVE

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

#21

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

**MEETING DATE:** 3-6-03

**SUBJECT:** Education Funding Proposal

**AGENDA NUMBER OR TOPIC:** R5

**FOR:** \_\_\_\_\_ **AGAINST:** \_\_\_\_\_ **THE ABOVE AGENDA ITEM**

**NAME:** Bobbie Regan

**ADDRESS:** 1907 NW Mill Pond RD.

**CITY/STATE/ZIP:** Portland

**PHONE:** \_\_\_\_\_ **DAYS:** 503-292-6841

**EVES:** \_\_\_\_\_

**EMAIL:** bregan@bigplanet.com

**FAX:** \_\_\_\_\_

**SPECIFIC ISSUE:** HOPE

**WRITTEN TESTIMONY:** \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.



#22

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: \_\_\_\_\_

AGENDA NUMBER OR TOPIC: LOCAL FUNDING FOR SCHOOLS

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: OTTO SCHELL

ADDRESS: 3611 NE Klickitat St

CITY/STATE/ZIP: PORTLAND, OR 97212

PHONE: \_\_\_\_\_ DAYS: 503 284 2681 EVES: same

EMAIL: loschell@hevanet.com FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

parent testimony

WRITTEN TESTIMONY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Written testimony will be entered into the official record.

Good morning, my name is Otto Schell. I am the parent of a third grade student at Alameda School which is located at NE 27<sup>th</sup> and Fremont. Alameda is rated as an excellent school on the school report cards and am delighted to say my son and his family think that it is truly excellent.

Last week, my son came home to tell me that his class mate and that boy's sister were leaving Alameda. I was amazed to hear the news because earlier in the day I was helping coach them at chess club and nobody mentioned this news. I checked with our principal and learned that not only were these two children leaving Alameda to go to private school. A total of six children have left Alameda since February. Their families didn't move out of the area, the families decided that the uncertainty of this year and the foreseeable future in public schools was too much.

In checking with other parents, I learn that those families are not alone. One of the most active parents at Hollyrood and her husband have decided to leave PPS to send their daughters to private school.

A friend of mine, who is a nurse at the MESD Multnomah Education Service District told me yesterday of a family with several kids in public school. They transferred all of their kids except for one child who has special education needs to a west side private school.

I have a copy of a letter to our principal here. It tells of this families satisfaction with the education their daughter is receiving at my son's school. But the family is proceeding to explore sending their daughter to private school because the future is too uncertain in public school.

My plea to you is give the rest of us public school families who are weighing their options and calculating their children's future the certainty of an adequately funded public school system in Portland.

Thank You—

Otto Schell  
3611 NE Klickitat St  
Portland, OR 97212  
503 284 2681

#23

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: Funding Proposal

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: DAVE RAABHORN

ADDRESS: 5202 SE 66

CITY/STATE/ZIP: Portland

PHONE: \_\_\_\_\_ DAYS: 239-9858 EVES: 775-5533

EMAIL: RAABHORN@AFSCMECN75.COM FAX: 239-9441

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
2. Address the County Commissioners from the presenter table microphones. Please limit your comments to **3 minutes**.
3. State your name for the official record.
4. If written documentation is presented, please furnish one copy to the Board Clerk.

**IF YOU WISH TO SUBMIT WRITTEN COMMENTS TO THE BOARD:**

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## Address to County Commission

Good Morning. My name is Dave Raahahn, and I represent AFSCME, the American Federation of State, County and Municipal Employees. We have 22,000 members statewide and we represent 3,000 employees of Multnomah County. I would like to thank the Chair and the Commissioners for giving me the opportunity to speak for these dedicated County workers.

We would like to thank the County Commission and the City Council for taking a leadership role in attempting to mend the holes in the safety net that was shredded by the lack of leadership in the legislature.

We used to talk about a few citizens falling through the cracks of the Human Services Delivery system. Our members who work on the frontlines are telling me that those vulnerable citizens are now being pushed into gaping canyons. Our members are telling me at first they were being asked to do more with less. And they did. Then they were asked to do more with nothing. And they did. Now they feel they are being asked to do more with less than nothing. And they are trying. Hard.

It was reported to me yesterday that during the economic downturn of 1981 the County laid off 81 employees. In the last year one department laid off 87.

The last time I spoke to the Board I talked of the impact the cuts were having on our clients. How people were being made homeless, how one woman told her case worker She was going to have her pet put to sleep because she was no longer able to have a home.

Today I wish to tell the board that because of your leadership and willingness to take Some political risks, my members are telling me that for the first time in over a year they are feeling some hope that we can save some lives. They are telling me that they are excited about having the opportunity to work again with our partners in the education community, the public safety community and the Human Service community to do whatever it takes to shrink those gaping canyons and to once again be able to give our most vulnerable citizens a helping hand. And to once again be able to do more with less.

Thank You.

# 24

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk  
\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-03

SUBJECT: COUNTY TEMP. TAX

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: CHARLIE O'NEIL

ADDRESS: 18 N.E. EVANS RD.

CITY/STATE/ZIP: CORBETT, OK 97017

PHONE: \_\_\_\_\_ DAYS: 503-695-5554 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: EAST COUNTY SCHOOLS

WRITTEN TESTIMONY: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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#25

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: TAX PROPOSAL

AGENDA NUMBER OR TOPIC: RS

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: TERRY PARKER

ADDRESS: 1527 NE 65th

CITY/STATE/ZIP: Portland OR

PHONE: \_\_\_\_\_ DAYS: 503 284-8742 EVES: SAME

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: Income TAXES

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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## Testimony By Terry Parker

Enough is enough. Before any new tax is considered, the first thing that must happen is a reduction in pay for the County Commission, Portland City Council members and Portland Mayor Vera Katz. You people need to feel the pain of how increased taxes affects people on a median income or less which is not possible with your current excessive salaries. Those salaries must be reduced to a median income level.

As a homeowner, with the passage of measures for such things as libraries, parks and early childhood development, my property taxes are slated to go up ten percent or more. I see yearly double digit increases in already excessively high sewer rates. Transportation officials want increases in motor vehicle fees possibly doubling them while at the same time failing to tax bicycles giving them a 100 percent subsidized free ride. Planning is running at full force churning out proposals for new Max lines, trams, a stadium, courthouses and electric company purchases, all of which will be funded in part by taxpayers. Somewhere, these insane tax and spend policies by government has got to end terminating the continual barrage of scud tax missile attacks. Most people do not receive yearly salary increases of ten percent or more to cover the whims of the political well to do. The economic tailspin is due in part to excessive government taxation and spending which will not recover till more people have dollars to spend in their pockets.

One of the reasons schools are coming up short is because of continual government give-a-ways. With almost fifteen percent of the Portland land mass labeled an urban development district, taxes on the increased property values in the remaining 85 percent of the City can not keep up with the need for services. In addition, the Portland City Council has given away multi-millions of dollars in tax breaks for high density housing, and heavily subsidized various business developments to achieve their idea of what this development should look like. The victims of these spending policies are the taxpayers, government services and the schools. If I ran a business the way the government spends money, I would be bankrupt with in a year. Consolidated Freight for example, gave their biggest regular customers special rates on the backs of their smaller customers and went out of business. Portland has a leaky roof and continues to buy new furniture.

As part of any plan to better fund schools and/or other services, Portland and Multnomah County must place a freeze on increasing the size of, and any new urban renewal districts. There also must be a freeze on tax breaks and subsidies for new development unless that development is a large generator of permanent family wage jobs. Since over all, business pay far less than half the revenue collected by the State, business, primarily big business, should be tapped first for increasing tax revenues. Any personal income tax plan must apply only to the top percentile of income, that being only on income earned over the median level for residents of the county. The plan should also be indexed with increased bumps at every 25,000 dollar mark over the median income level. Any across the board personal income tax must be solidly rejected. I personally will campaign to oppose any across the board personal income tax plan.

Finally, I applaud teachers for offering to teach ten days for free, but they are not alone in making sacrifices, and this volunteer effort must not be held over the heads of taxpayers. In today's economy, if the education of kids, and not money is primary, teachers must not consider this as a one time only sacrifice. Unlike most teachers and other public employees under PERS, people paying taxes in the private sector have been forced to absorb a far greater sacrifice seeing their retirement investments reduced to rubble. Along with the teachers, school administrators must too make sacrifices by taking pay cuts as part of any bail out plan. As a person who attended K through twelve in Portland Public Schools, my average class sizes numbered thirty to forty students throughout my time in school. With advanced teaching and research methods such as computers and the internet, I see absolutely no reason why I should pay for any class size less than thirty students. Like the City and County, the school system must be run more like a business, and find efficiencies to be run more effectively.

#26

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE:

3/6/03

SUBJECT:

BRIDGE SCHOOL Funding

AGENDA NUMBER OR TOPIC:

R-5

FOR:

X

AGAINST:

THE ABOVE AGENDA ITEM

NAME:

Lainie Block Wilken

ADDRESS:

3823 NE Flanders

CITY/STATE/ZIP:

Portland, OR 97232

PHONE:

DAYS:

503-233-9772

EVES:

same

EMAIL:

Lainie.Block.wilken@attbi.com

FAX:

SPECIFIC ISSUE:

WRITTEN TESTIMONY:

**IF YOU WISH TO ADDRESS THE BOARD:**

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#27

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3/6/03

SUBJECT: Local School Funding

AGENDA NUMBER OR TOPIC: R-5

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Trudy Sargent

ADDRESS: 1309 SE 55th Ave

CITY/STATE/ZIP: Portland OR 97215

PHONE: \_\_\_\_\_ DAYS: 503 239 9023 EVES: Same

EMAIL: trudy.sargent@attbi.com FAX: 503 232 8638

SPECIFIC ISSUE: school funding

WRITTEN TESTIMONY: on behalf of school funding

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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HAD TO LEAVE

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 03.06.03

SUBJECT: School Funding Bridge

AGENDA NUMBER OR TOPIC: ?

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_ THE ABOVE AGENDA ITEM

NAME: Pamela Echeverio

ADDRESS: 3901 NE 32<sup>nd</sup> Ave

CITY/STATE/ZIP: Port 97112

PHONE: \_\_\_\_\_ DAYS: 281-4727 EVES: \_\_\_\_\_

EMAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

**IF YOU WISH TO ADDRESS THE BOARD:**

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HAD TO LEAVE

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

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**Please complete this form and return to the Board Clerk**

**\*\*\*This form is a public record\*\*\***

**MEETING DATE:** 03.06.03

**SUBJECT:** \_\_\_\_\_

**AGENDA NUMBER OR TOPIC:** \_\_\_\_\_

**FOR:** \_\_\_\_\_ **AGAINST:** \_\_\_\_\_ **THE ABOVE AGENDA ITEM**

**NAME:** Carol Samuels

**ADDRESS:** 6524 SE Reed College Pl.

**CITY/STATE/ZIP:** Portland, OR

**PHONE:** \_\_\_\_\_ **DAYS:** \_\_\_\_\_ **EVES:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**SPECIFIC ISSUE:** \_\_\_\_\_

**WRITTEN TESTIMONY:** \_\_\_\_\_

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HAD TO LEAVE

**MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP**

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE:

3/6/03

SUBJECT: Ad Hoc Group Resolution

Bridge Funding for Schools

AGENDA NUMBER OR TOPIC: \_\_\_\_\_

FOR: X

AGAINST: \_\_\_\_\_

THE ABOVE AGENDA ITEM

NAME: Ward Ames

ADDRESS: 6115 SE

CITY/STATE/ZIP: PDY

PHONE: \_\_\_\_\_ DAYS: 503 236-4017

EVES: \_\_\_\_\_

EMAIL: amesk@pdx.edu

FAX: \_\_\_\_\_

SPECIFIC ISSUE: \_\_\_\_\_

WRITTEN TESTIMONY: \_\_\_\_\_

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#28

MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
PUBLIC TESTIMONY SIGN-UP

Please complete this form and return to the Board Clerk

\*\*\*This form is a public record\*\*\*

MEETING DATE: 3-6-03

SUBJECT: Public Educ. finances

AGENDA NUMBER OR TOPIC:

FOR: ☒ AGAINST: ☐ THE ABOVE AGENDA ITEM

NAME: Sharon Ross

ADDRESS: 5908 SE Madison

CITY/STATE/ZIP: Portland OR 97215

PHONE: DAYS: 503-231-9113 EVES:

EMAIL: gsm@easysheet.com FAX:

SPECIFIC ISSUE: support for public schools

WRITTEN TESTIMONY: in support of public schools

**IF YOU WISH TO ADDRESS THE BOARD:**

1. Please complete this form and return to the Board Clerk.
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