

**PLEASE PRINT LEGIBLY!**

MEETING DATE 6/6/96

NAME Thomas Buchholz

ADDRESS 806 5th St.

STREET Oregon City Ore 97045

CITY 1 ZIP

I WISH TO SPEAK ON AGENDA ITEM NO. R1

SUPPORT \_\_\_\_\_ OPPOSE \_\_\_\_\_

SUBMIT TO BOARD CLERK \_\_\_\_\_

# ANNOTATED MINUTES

Tuesday, June 4, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## BOARD BRIEFINGS

*Chair Beverly Stein convened the meeting at 9:38 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

- B-1 Results of the School Foundation Fundraising; Remaining Need (1996-97 and 1997-98); Report on Distribution Formula for County Contribution; Possible Legislative Short Term and Long Term Action. Presented by Sho Dozono, Ron Saxton, Jack Bierwirth, Jacki Cottingim, Keith Robinson, Sharron Kelley and Bill Wyatt.

***RON SAXTON, SHO DOZONO, KEITH ROBINSON, JACKI COTTINGIM, BILL WYATT, SHARRON KELLEY AND JACK BIERWIRTH PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION ON RESULTS OF SCHOOL FOUNDATION FUNDRAISING, POSSIBLE LEGISLATIVE SHORT AND LONG TERM ACTION, DISTRIBUTION FORMULA FOR COUNTY CONTRIBUTION, AND REMAINING SCHOOL FUNDING NEEDS.***

*The briefing was recessed and Commissioner Collier was excused at 10:45 a.m., and Chair Stein reconvened the briefing at 10:53 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley and Gary Hansen present.*

- B-2 Community Action Program Office Update on Poverty in Multnomah County: a Descriptive Report. Presented by Rey España, Stephanie Limoncelli and Jon Puro.

***LOLENZO POE, REY ESPAÑA, STEPHANIE LIMONCELLI AND JON PURO PRESENTATION AND RESPONSE TO BOARD QUESTIONS, DISCUSSION, AND COMMENTS IN SUPPORT.***

*There being no further business, the briefing was adjourned at 11:30 a.m.*

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Tuesday, June 4, 1996 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 1:36 p.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley and Tanya Collier present, and Commissioner Gary Hansen arriving at 2:05 p.m.*

PH-1 Department of Support Services Budget Overview, Highlights and Action Plans. DSS Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

***BILL FARVER, DSS, JIM ROBISON, DAVE BOYER, JERRY WALKER, LARRY NICHOLAS, KERI HARDWICK, JIM MUNZ AND BARRY CROOK PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING DEPARTMENT OVERVIEW, CBAC RECOMMENDATIONS, STATUS OF DISPARITY STUDY, MINORITY-OWNED AND WOMEN-OWNED BUSINESS ENTERPRISE OUTREACH AND EMPLOYMENT ACTIVITIES, AND STRATEGIC PLANNING FOR INFORMATION TECHNOLOGY IMPLEMENTATION. NO ONE WISHED TO TESTIFY.***

*There being no further business, the hearing was adjourned at 2:56 p.m.*

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Wednesday, June 5, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 9:35 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

PH-2 District Attorney's Office Budget Overview, Highlights and Action Plans. DA Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

***MICHAEL SCHRUNK, WITH TOM SIMPSON AND KELLY BACON, PRESENTATIONS AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING BUDGET OVERVIEW, FINVEST GRANT, AMERICORPS GRANT, GANG OCN GRANT, MEASURE 11 IMPLEMENTATION, SB 1145 PLANNING, DRUG COURTS, STOP DIVERSION, TERMINATE PARENTAL RIGHTS CASE BACKLOG, SUPPORT ENFORCEMENT DIVISION, PROPERTY CRIMES, MENTAL COMMITMENTS AND COMMUNITY COURT PILOT PROJECT, DOMESTIC VIOLENCE ISSUES. DICK WEGNER PRESENTED CBAC RECOMMENDATIONS. COMMISSIONER SALTZMAN PROPOSED AMENDMENT ADDING \$155,000 FOR DOMESTIC VIOLENCE TEAM.***

*The hearing was recessed at 10:44 a.m. and reconvened at 10:47 a.m.*

***PER CHAIR STEIN'S JUNE 4, 1996 MEMO, BILL FARVER DISCUSSED COUNTY FUNDING SOURCES TO PAY FOR \$10 MILLION TO SCHOOLS PROPOSAL AND RECEIVED BOARD CONSENSUS TO PROCEED. FOLLOWING DISCUSSION WITH BILL FARVER AND DAVE WARREN, BOARD CONSENSUS ON CERTAIN BUDGET AMENDMENTS, BUDGET NOTES, ADD PACKAGES AND DELAYED START-UPS. CHAIR STEIN ADVISED AN ALL DAY WORK SESSION TO DISCUSS BENCHMARKS IS SCHEDULED FOR TUESDAY, SEPTEMBER 17, 1996.***

*There being no further business, the hearing was adjourned at 12:00 p.m.*

Wednesday, June 5, 1996 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 1:37 p.m., with Commissioners Gary Hansen and Tanya Collier present, Vice-Chair Dan Saltzman arriving at 1:43 p.m., and Commissioner Sharron Kelley arriving at 3:25 p.m. due to another engagement.*

PH-3 Non-Departmental Budget Overview, Highlights and Action Plans. NOND Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers.

**JERRY PENK PRESENTED CBAC RECOMMENDATIONS. AUDITOR GARY BLACKMER INTRODUCED MARY ANN WERSCH, WILLIAM BEAVERS AND ERIC WILSON OF THE MULTNOMAH COUNTY SALARY COMMISSION AND MARY ANN WERSCH PRESENTED THE 1996 MULTNOMAH COUNTY SALARY COMMISSION REPORT AND RESPONDED TO BOARD QUESTIONS. JOY AL SOFI TESTIMONY IN SUPPORT OF FUNDING FOR CITIZEN INVOLVMENT COMMITTEE STAFF. BILL BULICK DISCUSSED REGIONAL ARTS AND CULTURE COUNCIL BUDGET. KAY DURTSCHI AND KATHLEEN TODD DISCUSSED CITIZEN INVOLVEMENT COMMITTEE BUDGET AND ADD PACKAGE. CHING HAY RESPONSE TO QUESTION OF COMMISSIONER COLLIER. COMMISSIONER COLLIER PROPOSED A BUDGET AMENDMENT ADDING \$3,400 TO CIC BUDGET. GARY BLACKMER DISCUSSED AUDITOR'S OFFICE BUDGET AND RESPONDED TO BOARD QUESTIONS. COMMISSIONER COLLIER PROPOSED A BUDGET AMENDMENT IMPLEMENTING THE SALARY COMMISSION RECOMMENDATIONS. HELEN CHEEK DISCUSSED METROPOLITAN HUMAN RIGHTS**

**COMMISSION BUDGET. PAUL SUNDERLAND DISCUSSED OREGON STATE UNIVERSITY EXTENSION OFFICE BUDGET AND RESPONDED TO BOARD QUESTIONS AND COMMENTS IN SUPPORT. DUNCAN WYSE AND CAROL WIRE DISCUSSED MULTNOMAH COMMISSION ON CHILDREN AND FAMILIES BUDGET AND RESPONDED TO BOARD QUESTIONS. JOHN RAKOWITZ DISCUSSED STRATEGIC INVESTMENT PROGRAM BUDGET AND RESPONDED TO BOARD COMMENTS IN SUPPORT.**

*The hearing was adjourned and the work session was convened at 3:15 p.m.*

**LOLENZO POE AND HOWARD KLINK EXPLANATION AND RESPONSE TO BOARD QUESTIONS CONCERNING SMALL GRANT PROGRAM.**

*Commissioner Kelley arrived at 3:25 p.m.*

**REY ESPAÑA AND LOLENZO POE EXPLANATION AND RESPONSE TO BOARD QUESTIONS CONCERNING INNOVATIVE SCHOOL PROJECT. CHIQUITA ROLLINS EXPLANATION AND RESPONSE TO BOARD QUESTIONS CONCERNING DOMESTIC VIOLENCE PROPOSALS. FOLLOWING DISCUSSION WITH BILL FARVER, BOARD CONSENSUS ON CERTAIN BUDGET AMENDMENTS AND CONTINGENCY HOLDS. FOLLOWING DISCUSSION, BOARD CONSENSUS THAT THE RESOLUTION ADOPTING SALARY COMMISSION RECOMMENDATIONS CONTAIN A TWO YEAR PHASE IN FOR COMMISSION SALARY INCREASES, TO BE CONSIDERED ON THURSDAY, JUNE 13, 1996.**

*There being no further business, the meeting was adjourned at 4:35 p.m.*

Thursday, June 6, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:35 a.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

### **CONSENT CALENDAR**

***AT THE REQUEST OF CHAIR STEIN AND UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, CONSENT CALENDAR ITEMS C-1 THROUGH C-5 AND C-7 THROUGH C-18 WERE UNANIMOUSLY APPROVED.***

### **NON-DEPARTMENTAL**

- C-1 Appointment of Marc Gonzales and Re-Appointments of Judy Homer and George Scherzer to the INVESTMENT ADVISORY BOARD
- C-2 Appointments of Gary McGee, Cecily Quintana and Eric Fishman, and Re-Appointments of Laura Ross Paul and Mary Brown Ruble to the REGIONAL ARTS AND CULTURE COUNCIL

### **SHERIFF'S OFFICE**

- C-3 Intergovernmental Agreement 800237 with Mt. Hood Community College, to Provide ABE/GED Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail

### **DEPARTMENT OF AGING SERVICES**

- C-4 Intergovernmental Agreement 400236 with the City of Portland, Bureau of Neighborhood Associations, to Provide Funds for Portland/Multnomah Commission on Aging for General Advocacy and Review-and-Comment on Aging Services Department Programs and Contracts; and One-Time-Only Funds to Transition Administrative Functions to Non-Profit Status
- C-5 Budget Modification ASD 9603 Adding \$264,035 in On-Going Federal Title XIX (Medicaid) Funds from the Revised Allocation from the State of Oregon

## **DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

C-7 Intergovernmental Agreement 101477 with City of Portland, for Parks and Recreation Employment and Alternative Services for Persons with Developmental Disabilities and a Summer Youth Conservation Job Program for At Risk Youth

## **DEPARTMENT OF COMMUNITY CORRECTIONS**

C-8 Amendment 1 to Intergovernmental Agreement 900106 with Clackamas County, Providing Reimbursement for Use of the Telecommunication System from July 1, 1995 through June 30, 1996

C-9 Intergovernmental Agreement 900106 with Clackamas County, for Use of the Milwaukie Work Release Facility for the Period July 1, 1996 through June 30, 1997

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

C-10 ORDER Designating the Daily Journal of Commerce as the Newspaper for Publication of the Multnomah County 1996 Notice of Foreclosure of Tax Liens

### ***ORDER 96-98.***

C-11 ORDER Authorizing Execution of Deed D961329 Upon Complete Performance of a Contract to Michael Davis

### ***ORDER 96-99.***

C-12 ORDER Authorizing Execution of Deed D961330 Upon Complete Performance of a Contract to Jeffrey Fish

### ***ORDER 96-100.***

C-13 ORDER Authorizing Execution of Deed D961331 Upon Complete Performance of a Contract to Jeffrey Paul Fish

### ***ORDER 96-101.***

C-14 ORDER Authorizing Execution of Deed D961332 Upon Complete Performance of a Purchase and Sale Agreement to John E. McKibben

**ORDER 96-102.**

- C-15 ORDER Authorizing Execution of Deed D961334 for Repurchase of Tax Acquired Property to Former Owner Life Line Baptist Church

**ORDER 96-103.**

- C-16 ORDER Authorizing Execution of Deed D961335 Upon Complete Performance of a Contract to Clyde D. and Carol M. Tomasini

**ORDER 96-104.**

- C-17 NSA 7-95 Report Hearings Officer Decision APPROVING, With Conditions, Request for Conditional Use within the Columbia Gorge National Scenic Area to Establish a Bed and Breakfast Facility within an Existing Residence, for Property Located at 46125 E HISTORIC COLUMBIA RIVER HIGHWAY, CORBETT

- C-18 PRE 2-96 Report Hearings Officer Decision DENYING Surrounding Property Owners Appeal of the Planning Director Administrative Approval of a Use Under Prescribed Conditions Permit for a Replacement Dwelling More than 200 Feet from the Existing Dwelling in a Commercial Forest Use Zone, for Property Located at 39420 SE GORDON CREEK ROAD, CORBETT

**REGULAR AGENDA**

**PUBLIC COMMENT**

- R-1 Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.

***THOMAS BUCHHOLZ COMMENTED REGARDING  
COURT TESTIMONY OF AN ANIMAL CONTROL  
OFFICER.***

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-6 Intergovernmental Agreement 101227 with Portland Community College, for Portland Employment Project Services for Persons with Developmental Disabilities

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF C-6. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSISSIONER SALTZMAN ABSTAINING.**

**SHERIFF'S OFFICE**

- R-2 Intergovernmental Agreement 800207 with Portland Community College, to Provide ABE/GED Instruction for Inmates within the Multnomah County Detention Center, Courthouse Jail and Restitution Center

**COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-2. COMMISSIONER SALTZMAN ADVISED HE WOULD ABSTAIN FROM VOTING DUE TO HIS POSITION ON THE PORTLAND COMMUNITY COLLEGE BOARD. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND STEIN VOTING AYE, AND COMMISSISSIONER SALTZMAN ABSTAINING.**

**DEPARTMENT OF SUPPORT SERVICES**

- R-3 First Reading of an ORDINANCE Relating to Pay Administration for Employees Not Covered by Collective Bargaining Agreement and Repealing Ordinance No. 778 and No. 820

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. CURTIS SMITH EXPLANATION AND RESPONSE TO BOARD QUESTIONS. IN RESPONSE TO A QUESTION OF COMMISSIONER COLLIER, CHAIR STEIN PROVIDED TITLE CLARIFICATION, ADVISING THE TITLE SHOULD STATE "REPEALING ORDINANCE NO. 778 AND NO. 820 AND ADOPTING**

**A NEW ORDINANCE RELATING TO PAY ADMINISTRATION FOR EMPLOYEES NOT COVERED BY COLLECTIVE BARGAINING AGREEMENT". NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 13, 1996.**

- R-4 First Reading of an ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF FIRST READING. CURTIS SMITH EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JUNE 13, 1996.**

- R-5 Supplemental Budget Consisting of Budget Modification DSS 4, Which Recognizes \$5,595.13 End of Year Reimbursement from Oregon Emergency Management and \$12,000 Reimbursement for Hazardous Materials Spill Responses

**COMMISSIONER SALTZMAN MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-5. MIKE GILSDORF EXPLANATION. BUDGET MODIFICATION UNANIMOUSLY APPROVED.**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6 Intergovernmental Agreement 301776 with the Oregon Department of Transportation, Region 1 Administration, Providing Federal and State Funding to Replace the Deck Grating System and Paint the Hawthorne Bridge

**COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF R-6. STAN GHEZZI EXPLANATION. MR. GHEZZI AND KATHY BUSSE RESPONSE TO BOARD QUESTIONS AND DISCUSSION. STAFF TO CONTACT WILLAMETTE LIGHT BRIGADE, REGIONAL ARTS AND CULTURE COUNCIL,**

**CHAMBER OF COMMERCE AND INTERESTED  
OTHERS FOR INPUT ON BRIDGE PAINT COLOR.  
AGREEMENT UNANIMOUSLY APPROVED.**

- R-7 ORDER Accepting a Road Offered by the City of Gresham for Jurisdiction by Multnomah County Effective July 1, 1996 [NE Airport Way from NE Sandy, Northerly, 1,010 Feet to the Portland City Limits]

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER COLLIER SECONDED, APPROVAL  
OF R-7. BOB THOMAS EXPLANATION AND  
RESPONSE TO BOARD QUESTIONS. ORDER 96-105  
UNANIMOUSLY APPROVED.**

**DEPARTMENT OF HEALTH**

- R-8 Budget Modification MCHD 7 Increasing the Appropriation for Seven Specific State Grants Totaling \$356,467 and for \$19,681 in Federal Funds; Increasing the EMS Budget to Conform with Contracts Currently in Effect but Omitted from the Budget; and Moving Unspent Dollars from Personal Services to Materials and Services for Required Payment for the State Health Inspection Program

**COMMISSIONER HANSEN MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL  
OF R-8. KATHY INNES EXPLANATION. BUDGET  
MODIFICATION UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-9 Budget Modification NOND 14 Transferring \$9,000 from Personnel Services to External Materials and Services

**COMMISSIONER KELLEY MOVED AND  
COMMISSIONER HANSEN SECONDED, APPROVAL  
OF R-9. BUDGET MODIFICATION UNANIMOUSLY  
APPROVED.**

- R-10 Budget Modification NOND 15 Transferring \$7,076 from Personnel Services to External Materials and Services and Increasing Materials by \$204

**COMMISSIONER COLLIER MOVED AND  
COMMISSIONER KELLEY SECONDED, APPROVAL**

**OF R-10. COMMISSIONER SALTZMAN  
EXPLANATION. BUDGET MODIFICATION  
UNANIMOUSLY APPROVED.**

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

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Thursday, June 6, 1996 - 11:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**PUBLIC HEARING**

*Tax Supervising and Conservation Commission Chair Charles Rosenthal convened the hearing at 11:00 a.m., with Commissioners Richard Anderson, Anthony Jankans, Roger McDowell and Ann Sherman, TSCC staff Courtney Wilton, and Multnomah County Chair Beverly Stein and Commissioners Sharron Kelley and Gary Hansen present.*

PH-4 The Tax Supervising and Conservation Commission Will Meet to Conduct a Public Hearing on the Approved 1996-97 Multnomah County Budget.

**BEVERLY STEIN, BARRY CROOK, SANDRA DUFFY,  
GARY HANSEN, SHARRON KELLEY AND DAVE  
WARREN RESPONSE TO COMMISSION  
QUESTIONS AND DISCUSSION. NO ONE WISHED  
TO TESTIFY.**

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

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Thursday, June 6, 1996 - 7:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**BUDGET HEARING**

*Chair Beverly Stein convened the hearing at 7:05 p.m., with Vice-Chair Dan Saltzman, Commissioners Sharron Kelley, Gary Hansen and Tanya Collier present.*

**CHAIR STEIN ADVISED OF PROCESS FOR TESTIMONY. DIANE FELDT TESTIMONY IN SUPPORT OF GIFT PROGRAM FUNDING. JUAN CARLOS OCAÑA, DARYN PETERS AND JOSÉ LEAL (VIA TRANSLATOR) TESTIMONY IN SUPPORT OF EL PROGRAMA ESPAÑO AND LATINO YOUTH INVESTMENT SYSTEM FUNDING. MICHELE KRAJESKI TESTIMONY IN SUPPORT OF PORTLAND IMPACT, TRANSITIONAL HOUSING FUNDING. SHAUNA DIXON TESTIMONY IN SUPPORT OF INNOVATIVE PROJECTS FUNDING. LAUREL DUNN AND NIA DIYG TESTIMONY IN SUPPORT OF PORTLAND IMPACT, TRANSITIONAL HOUSING FUNDING. BARBARA TIMPER TESTIMONY ON BEHALF OF THE PRIVATE INDUSTRY COUNCIL IN SUPPORT OF HISPANIC STUDENT RETENTION AND RETRIEVAL PROJECT FUNDING. PAUL SOCHACKI, MADELAINE COFFMAN, LOUISE OSBORNE, KATE FILLIN-YEH AND ARIEL WELKER TESTIMONY IN SUPPORT OF SEXUAL MINORITY YOUTH PROGRAMS (PHOENIX RISING, WINDFIRE, PERSONAL DEITY PROXY) FUNDING. SHARON GORDON AND CATHERINE HARDING TESTIMONY ON BEHALF OF HUMBOLDT SCHOOL PTA IN SUPPORT OF TOUCHSTONE PROJECT FUNDING AND TEACHER TIM SEIDEL. MS. GORDON READ LETTER FROM BARBARA PITTMAN IN SUPPORT OF TOUCHSTONE PROJECT AND TIM SEIDEL. AT CHAIR STEIN'S REQUEST, MR. SEIDEL WAS RECOGNIZED AND ACKNOWLEDGED FROM THE AUDIENCE. CHAIR STEIN ADVISED THAT THE COUNTY INTENDS TO CONTINUE FUNDING TOUCHSTONE PROGRAMS. JULIE MIZAR TESTIMONY IN SUPPORT OF TOUCHSTONE PROJECT FUNDING. DELORES MACDONALD TESTIMONY IN SUPPORT OF PORTLAND IMPACT, TRANSITIONAL HOUSING FUNDING. MURIEL GOLDMAN AND LOU STAGNITTO TESTIMONY IN SUPPORT OF YOUTH INVESTMENT SYSTEM OF**

**SERVICES FUNDING. MOUREEN ROSERA, BEACH SCHOOL TOUCHSTONE MOTHER, TESTIMONY IN SUPPORT OF TOUCHSTONE FUNDING AND PAM BALLENTINE. SHALA MOSLEY TESTIMONY IN SUPPORT OF GIFT FAMILY SERVICE PROGRAM FUNDING. JUDITH McGAVIN OF HARRY'S MOTHER TESTIMONY IN SUPPORT OF YOUTH INVESTMENT SYSTEM OF SERVICES FUNDING. TAMMERA JOHNSON TESTIMONY IN SUPPORT OF GIFT FAMILY SERVICE PROGRAM FUNDING. LINDA BERLAND TESTIMONY IN SUPPORT OF YOUTH INVESTMENT SYSTEM OF SERVICES FUNDING. ELEANOR ANDERSON TESTIMONY IN SUPPORT OF PORTLAND IMPACT, TRANSITIONAL HOUSING FUNDING. CHAIR STEIN ADVISED TONIGHT'S HEARING IS BEING CABLECAST LIVE, AND THE PLAYBACK TIMES ARE SATURDAY, JUNE 8, 8:00 PM, SUNDAY, JUNE 9, 9:00 PM AND WEDNESDAY, JUNE 12, 6:00 PM ON CABLE CHANNEL 30. EMILY JOY SANGREY TESTIMONY IN SUPPORT OF PHOENIX RISING FOUNDATION AND SEXUAL MINORITY YOUTH PROGRAMS FUNDING. RACHEL BRISTOL LITTLE TESTIMONY REQUESTING \$100,000 TO SUPPORT OREGON FOOD BANK SERVICES. ERIKA GREEN TESTIMONY IN SUPPORT OF TOUCHSTONE PROGRAM FUNDING. LUIS MACHORRO TESTIMONY IN SUPPORT HISPANIC COMMUNITY PROGRAMS FUNDING. RITA NGUYEN TESTIMONY IN SUPPORT OF GIFT FAMILY SERVICES PROGRAM FUNDING. LANG NGUYEN (VIA TRANSLATOR) TESTIMONY IN SUPPORT OF ASIAN FAMILY CENTER AND PROGRAMS FUNDING. ALLANYA GUENTHER OF PHOENIX RISING FOUNDATION TESTIMONY IN SUPPORT OF YOUTH INVESTMENT SYSTEM OF SERVICES AND SEXUAL MINORITY YOUTH PROGRAMS FUNDING. SONNY MONTES, HISPANIC RESOURCE SPECIALIST FOR PORTLAND PUBLIC SCHOOLS, AND GASPAR BARAJAS, PARENT OF MARSHALL STUDENT JOSÉ BARAJAS, TESTIMONY IN SUPPORT OF MARSHALL HIGH SCHOOL HISPANIC RETENTION PROGRAM**

**FUNDING. ZACH HEUSINKVELD AND DAWN JOELLA JACKSON TESTIMONY IN SUPPORT OF SEXUAL MINORITY YOUTH PROGRAMS (PHOENIX RISING, TRANSSEXUAL SUPPORT GROUP, VOICES, GORILLA THEATER STREETWISE, PERSONAL DEITY PROXY) FUNDING. MARTIN GONZALEZ TESTIMONY IN SUPPORT OF HISPANIC COMMUNITY PROGRAMS. LINA LOPEZ, ISABEL MENA, BLANCA ESCOBEDO AND JULIA MAY TESTIMONY IN SUPPORT OF BENSON HIGH HISPANIC STUDENT RETRIEVAL PROGRAM FUNDING. JOSEPH MCHENRY, DEBORAH HODGES AND CASHONNEL BENTLEY TESTIMONY IN SUPPORT OF YOUTH INVESTMENT SYSTEM OF SERVICES FUNDING. RICHARD LUCCHETTI AND MICHELLE RODRIGUEZ TESTIMONY IN SUPPORT OF HISPANIC STUDENT RETENTION AND RETRIEVAL PROGRAMS FUNDING. MADELAINE COFFMAN ADDITIONAL TESTIMONY IN SUPPORT OF SEXUAL MINORITY YOUTH PROGRAMS FUNDING. BOARD ACKNOWLEDGED AND EXPRESSED APPRECIATION TO THE HEARING PARTICIPANTS AND ATTENDEES.**

*There being no further business, the hearing was adjourned at 9:05 p.m.*

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*

Deborah L. Bogstad



# MULTNOMAH COUNTY OREGON

OFFICE OF THE BOARD CLERK  
 SUITE 1510, PORTLAND BUILDING  
 1120 SW FIFTH AVENUE  
 PORTLAND, OREGON 97204  
 CLERK'S OFFICE • 248-3277 • 248-5222  
 FAX • (503) 248-5262

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	•248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	•248-5219
TANYA COLLIER •	DISTRICT 3	•248-5217
SHARRON KELLEY •	DISTRICT 4	•248-5213

# AGENDA

## MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS FOR THE WEEK OF

**JUNE 3, 1996 - JUNE 7, 1996**

*Tuesday, June 4, 1996 - 9:30 AM - Board Briefings..... Page 2*

*Tuesday, June 4, 1996 - 1:30 PM - DSS Budget Hearing..... Page 2*

*Wednesday, June 5, 1996 - 9:30 AM - DA Budget Hearing ..... Page 2*

*Wednesday, June 5, 1996 - 1:30 PM - NOND Budget Hearing Page 3*

*Thursday, June 6, 1996 - 9:30 AM - Regular Meeting..... Page 3*

*Thursday, June 6, 1996 -11:00 AM - TSCC Hearing..... Page 7*

*Thursday, June 6, 1996 - 7:00 PM - Budget Hearing..... Page 7*

*Thursday Meetings of the Multnomah County Board of Commissioners are \*cablecast\* live and taped and can be seen by Cable subscribers in Multnomah County at the following times:*

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

*Friday, 10:00 PM, Channel 30*

*Sunday, 1:00 PM, Channel 30*

*\*Produced through Multnomah Community Television\**

*Tuesday, June 4, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BOARD BRIEFINGS**

- B-1 Results of the School Foundation Fundraising; Remaining Need (1996-97 and 1997-98); Report on Distribution Formula for County Contribution; Possible Legislative Short Term and Long Term Action. Presented by Sho Dozono, Ron Saxton, Jack Bierwirth, Jacki Cottingim, Keith Robinson, Sharron Kelley and Bill Wyatt. 1 HOUR REQUESTED.*
- B-2 Community Action Program Office Update on Poverty in Multnomah County: a Descriptive Report. Presented by Rey España, Stephanie Limoncelli and Jon Puro. 30 MINUTES REQUESTED.*
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*Tuesday, June 4, 1996 - 1:30 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET HEARING**

- PH-1 Department of Support Services Budget Overview, Highlights and Action Plans. DSS Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2 HOURS REQUESTED*
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*Wednesday, June 5, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
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**BUDGET HEARING**

- PH-2 District Attorney's Office Budget Overview, Highlights and Action Plans. DA Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2 HOURS REQUESTED*

Wednesday, June 5, 1996 - 1:30 PM  
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**BUDGET HEARING**

- PH-3      *Non-Departmental Budget Overview, Highlights and Action Plans. NOND Citizen Budget Advisory Committee Presentation. Opportunity for Public Testimony on the Proposed 1996-97 Multnomah County Budget. Issues and Opportunities. Board Questions and Answers. 2 HOURS REQUESTED*
- 

Thursday, June 6, 1996 - 9:30 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland

**REGULAR MEETING**

**CONSENT CALENDAR**

**NON-DEPARTMENTAL**

- C-1      *Appointment of Marc Gonzales and Re-Appointments of Judy Homer and George Scherzer to the INVESTMENT ADVISORY BOARD*
- C-2      *Appointments of Gary McGee, Cecily Quintana and Eric Fishman, and Re-Appointments of Laura Ross Paul and Mary Brown Ruble to the REGIONAL ARTS AND CULTURE COUNCIL*

**SHERIFF'S OFFICE**

- C-3      *Intergovernmental Agreement 800237 with Mt. Hood Community College, to Provide ABE/GED Instruction for Inmates within the Multnomah County Correctional Facility and the Multnomah County Inverness Jail*

**DEPARTMENT OF AGING SERVICES**

- C-4      *Intergovernmental Agreement 400236 with the City of Portland, Bureau of Neighborhood Associations, to Provide Funds for Portland/Multnomah Commission on Aging for General Advocacy and Review-and-Comment on Aging Services Department Programs and*

*Contracts; and One-Time-Only Funds to Transition Administrative Functions to Non-Profit Status*

- C-5 *Budget Modification ASD 9603 Adding \$264,035 in On-Going Federal Title XIX (Medicaid) Funds from the Revised Allocation from the State of Oregon*

**DEPARTMENT OF COMMUNITY AND FAMILY SERVICES**

- C-6 *Intergovernmental Agreement 101227 with Portland Community College, for Portland Employment Project Services for Persons with Developmental Disabilities*
- C-7 *Intergovernmental Agreement 101477 with City of Portland, for Parks and Recreation Employment and Alternative Services for Persons with Developmental Disabilities and a Summer Youth Conservation Job Program for At Risk Youth*

**DEPARTMENT OF COMMUNITY CORRECTIONS**

- C-8 *Amendment 1 to Intergovernmental Agreement 900106 with Clackamas County, Providing Reimbursement for Use of the Telecommunication System from July 1, 1995 through June 30, 1996*
- C-9 *Intergovernmental Agreement 900106 with Clackamas County, for Use of the Milwaukie Work Release Facility for the Period July 1, 1996 through June 30, 1997*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-10 *ORDER Designating the Daily Journal of Commerce as the Newspaper for Publication of the Multnomah County 1996 Notice of Foreclosure of Tax Liens*
- C-11 *ORDER Authorizing Execution of Deed D961329 Upon Complete Performance of a Contract to Michael Davis*
- C-12 *ORDER Authorizing Execution of Deed D961330 Upon Complete Performance of a Contract to Jeffrey Fish*
- C-13 *ORDER Authorizing Execution of Deed D961331 Upon Complete Performance of a Contract to Jeffrey Paul Fish*

- C-14      *ORDER Authorizing Execution of Deed D961332 Upon Complete Performance of a Purchase and Sale Agreement to John E. McKibben*
- C-15      *ORDER Authorizing Execution of Deed D961334 for Repurchase of Tax Acquired Property to Former Owner Life Line Baptist Church*
- C-16      *ORDER Authorizing Execution of Deed D961335 Upon Complete Performance of a Contract to Clyde D. and Carol M. Tomasini*
- C-17      *NSA 7-95 Report Hearings Officer Decision APPROVING, With Conditions, Request for Conditional Use within the Columbia Gorge National Scenic Area to Establish a Bed and Breakfast Facility within an Existing Residence, for Property Located at 46125 E HISTORIC COLUMBIA RIVER HIGHWAY, CORBETT*
- C-18      *PRE 2-96 Report Hearings Officer Decision DENYING Surrounding Property Owners Appeal of the Planning Director Administrative Approval of a Use Under Prescribed Conditions Permit for a Replacement Dwelling More than 200 Feet from the Existing Dwelling in a Commercial Forest Use Zone, for Property Located at 39420 SE GORDON CREEK ROAD, CORBETT*

**REGULAR AGENDA**

**PUBLIC COMMENT**

- R-1      *Opportunity for Public Comment on Non-Agenda Matters. Testimony Limited to Three Minutes Per Person.*

**SHERIFF'S OFFICE**

- R-2      *Intergovernmental Agreement 800207 with Portland Community College, to Provide ABE/GED Instruction for Inmates within the Multnomah County Detention Center, Courthouse Jail and Restitution Center*

**DEPARTMENT OF SUPPORT SERVICES**

- R-3      *First Reading of an ORDINANCE Relating to Pay Administration for Employees Not Covered by Collective Bargaining Agreement and Repealing Ordinance No. 778 and No. 820*
- R-4      *First Reading of an ORDINANCE Relating to the Pay Ranges and COLA Increases for Exempt Employees*

- R-5 *Supplemental Budget Consisting of Budget Modification DSS 4, Which Recognizes \$5,595.13 End of Year Reimbursement from Oregon Emergency Management and \$12,000 Reimbursement for Hazardous Materials Spill Responses*

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-6 *Intergovernmental Agreement 301776 with the Oregon Department of Transportation, Region 1 Administration, Providing Federal and State Funding to Replace the Deck Grating System and Paint the Hawthorne Bridge*
- R-7 *ORDER Accepting a Road Offered by the City of Gresham for Jurisdiction by Multnomah County Effective July 1, 1996 [NE Airport Way from NE Sandy, Northerly, 1,010 Feet to the Portland City Limits]*

**DEPARTMENT OF HEALTH**

- R-8 *Budget Modification MCHD 7 Increasing the Appropriation for Seven Specific State Grants Totaling \$356,467 and for \$19,681 in Federal Funds; Increasing the EMS Budget to Conform with Contracts Currently in Effect but Omitted from the Budget; and Moving Unspent Dollars from Personal Services to Materials and Services for Required Payment for the State Health Inspection Program*

**NON-DEPARTMENTAL**

- R-9 *Budget Modification NOND 14 Transferring \$9,000 from Personnel Services to External Materials and Services*
- R-10 *Budget Modification NOND 15 Transferring \$7,076 from Personnel Services to External Materials and Services and Increasing Materials by \$204*

*Thursday, June 6, 1996 - 11:00 AM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**PUBLIC HEARING**

*PH-4      The Tax Supervising and Conservation Commission Will Meet to  
Conduct a Public Hearing on the Approved 1996-97 Multnomah County  
Budget.*

---

*Thursday, June 6, 1996 - 7:00 PM  
Multnomah County Courthouse, Room 602  
1021 SW Fourth, Portland*

**BUDGET HEARING**

*PH-5      Opportunity for Public Testimony on the Proposed 1996-97 Multnomah  
County Budget. Testimony Limited to Three Minutes Per Person.*

MEETING DATE: JUN 6 1996

AGENDA #: C-1

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments/Re-appointments to Citizen Advisory Boards & Commissions

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 6/6/96

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

SUGGESTED AGENDA TITLE:

Appointment of Marc Gonzales to a 3-year term on the Investment Advisory Board ending 6/30/99.

Re-appointments of Judy Homer and George Scherzer to the Investment Advisory Board for terms ending 6/30/99.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 20 PM 5:32  
MULTI-MEDIA  
EQUITY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

# MULTNOMAH COUNTY OREGON RECEIVED

*MSB*

## INTEREST FORM FOR CITIZEN ADVISORY BOARDS & COMMISSIONS

MAY 09 1996

BEVERLY STEIN  
MULTNOMAH COUNTY CHAIR

The purpose of this form is to obtain information for use in making appointments to Multnomah County Citizen Advisory Boards & Commissions, and to assist the County Chair in making inquiries concerning the qualifications of applicants for appointment. If you have a resume or supplemental information which further details your involvement in volunteer activities, public affairs, civic services, published writings or affiliations, please attach them to this form. Thank you for your interest.

A. Please list, in order of priority, any Multnomah County Citizen Advisory Board or Commission on which you would be interested in serving.

Investment Advisory Committee

B. Name: MARC S. GONZALEZ

Address: 3025 NE 19TH

City/State/Zip: PORTLAND, OR 97212

Home Phone: (503) 252-0101

C. Current Employer: CLACKAMAS COUNTY

Address: 902 ABERNETHY RD

City/State/Zip: DRECON CITY, OR 97045

Work Phone/Extension: (503) 655-8666

Occupation: FINANCE DIRECTOR

D. Affirmative Action Information (This section is voluntary. Under Federal Law, this information may not be used to discriminate against you.)

Sex:  M  F

Racial/  
Ethnic Background:  African-American  Asian  Caucasian  
 Hispanic  Native American  Other

Date of Birth: Month 08 Date 13 Year 52

E. List major paid employment and volunteer activities which may related to service on boards and commissions.

<u>DATES:</u>	<u>EMPLOYER/VOLUNTEER ACTIVITY</u>
Elected 3/96 (3yr. term)	Board of Directors, OREGON MUNICIPAL FINANCE OFFICERS ASSN
Elected 1/92 (to currently)	Board of Directors, Working Products, Inc.
Appointed 9/92 to 12/93	Clackamas County Children & Youth Coordinating Council

F. Circle from the list below fields in which you have interest or ability:

- |                                   |                              |
|-----------------------------------|------------------------------|
| Aging/Elderly                     | Handicapped/Disabled Issues  |
| Agriculture                       | Health Care                  |
| Alcohol/Drug Treatment            | Housing                      |
| Animal Welfare                    | Juvenile Justice Issues      |
| <u>Art</u>                        | Labor/Labor Relations        |
| <u>Children and Families</u>      | Land Use Planning            |
| Civil Rights/Discrimination       | Library Services             |
| Corrections/Law Enforcement       | Mental Health Services       |
| <u>Economic Development/Trade</u> | Minority Affairs             |
| Environment/Natural Resources     | Transportation               |
| Food Services                     | <u>Other FINANCE, BUDGET</u> |

G. Conflict of Interest: Please list potential conflicts of interest between private life and public service which might result from service on a board or commission.

NONE THAT I'M AWARE OF. I SERVE ON THE BOARD OF A PRIVATELY-HELD CORPORATION; NO OTHER POTENTIAL CONFLICTS.

H. References: Please list names, addresses, and phone numbers of two people who may be contacted as references:

GUY A. RANGLES, PARTNER, SIDEL, RIVES et al, 900 SW 5th PDX (503) 224-3380

BILL FARVER, ASST TO COUNTY CHAIR STEIN, PORTLAND BLDG, (503) 248-3308

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

Signature: *David J. Goyal* Date: 5/4/96

Contact: Delma Farrell

**Beverly Stein, Multnomah County Chair**  
 1120 SW Fifth Room 1515  
 Portland, Oregon 97204 Tel. (503) 248-3308  
 FAX: (503) 248-3093  
 E-Mail: MultChair@aol.com

MEETING DATE: JUN 6 1996

AGENDA # : C-2

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointments/Re-appointments to Regional Arts & Culture Council

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: 6/6/96

AMOUNT OF TIME NEEDED: Consent Agenda

DEPARTMENT: Nondepartmental

DIVISION: Chair's Office

CONTACT: Delma Farrell

TELEPHONE #: 248-3953

BLDG/ROOM #: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

SUGGESTED AGENDA TITLE:

Appointments to Regional Arts & Culture Council for terms ending 6/30/98:

Gary McGee, Position #3

Cecily Quintana, Position #5

Eric Fishman, Position #6

Re-appointments to Regional Arts & Culture Council for terms ending 6/30/98:

Laura Ross Paul, Position #2

Mary Brown Ruble, Position #4

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steinhilber

(OR)

DEPARTMENT

MANAGER: \_\_\_\_\_

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

## Multnomah County New 1996 Board Member Bio's

### **Gary McGee:**

A Portland native, Gary McGee has worked for more than 20 years in the nonprofit field, providing accounting, audit, tax, and management advisory services to tax-exempt institutions throughout the country. Formerly a senior manager with KPMG Peat Marwick and a member of their national not-for-profit practice group, today Gary heads a Portland firm devoted exclusively to the service of nonprofit organizations and other tax-exempt entities.

From 1981 to 1984, Gary served as senior financial officer of the Dia Art Foundation in New York. He has also served on the financial and program staffs of the National Endowment for the Arts and as Assistant Director of the American Music Center. He earned an M.S. degree in accounting, summa cum laude, at Pace University in 1985, and M.M. and B.M. degrees at The Juillard School in 1974 and 1973. Licensed to practice in Oregon and New York, he is a member of the American Institute of Certified Public Accountants, the Oregon Society of Certified Public Accountants, and the New York State Society of Certified Public Accountants.

Gary has served on a number of nonprofit boards and currently is Vice President and member of the Board of Directors of the Portland Baroque Orchestra, a trustee of the American Red Cross Heritage Fund, a member of the American Red Cross finance committee, on the board of advisors of Volunteers of America, and a special advisor on fiscal policy to the Board of the Regional Arts and Culture Council. He is past Chair of the Oregon Society of Certified Public Accountants' Not-for-Profit Committee (1992-94). A frequent lecturer, Gary will join the faculty of Lewis & Clark College's Graduate School of Professional Studies and the Institute for Nonprofit Management in the fall of 1996.

### **T. Cecily Quintana:**

Cecily Quintana is the Director and owner of Art of the People Gallery. Cecily specializes in both Latin and Native American Art. Her gallery is dedicated to working with the community and non-profits as well as her clientele. Prior to opening her own gallery she was the Co-owner and Director of Quintana Galleries where she developed corporate art collections for Intel, Louisiana Pacific, Nabisco, Bonneville Power Administration, Northwest Natural Gas, and Schnitzer Steel/Arlene Schnitzer. She is also currently a consultant for the earned income project of the American Indian College Fund.

Cecily graduated from Portland State University with a joint major in Business Administration and Cultural Anthropology. She was Co-Chair of

the political action committee auction for No on 13 initiative in Oregon, a past Board Member of Contemporary Crafts Gallery, a member of the National Hispana Leadership Institute, and a member of Hermanitas ( Little Sister) Program.

**Eric M. Fishman:**

Eric Fishman is the Co-founder of Metropolitan Group, a full service public relations, management graphic design, advertising, and event planning firm. He has handled advertising and public relations campaigns for College Housing Northwest, The Fair Housing Project, Columbia River Mental health, the Resort at the Mountain, Oregon Public Broadcasting, and Oregon Commission on Children and Families. Events that Eric planned include, the Official Oregon Trail Sesquicentennial Wagon Trail (for which he also did the advertising and public relations), Coffee, Tea, and OPB, Stand Up Portland, Capitol Jazz, Check It Out, Mentor Graphics 8.0, and Bud Dry and Busch Beer product introductions.

Eric has been the public relations project manager for Straight Shooting, Multnomah County Library, Art the Cultural Bus, and Pacific Northwest Museum of Natural History. An expert in coordinating public/private partnerships, Eric has worked with the USDA Forest Service, US Fish and Wildlife Service, Bureau of Land Management, State of Oregon (Commission on Children and Families, Department of Tourism), and Tri-Met.

Eric has presented to Lewis and Clark College Graduate Program in Public Administration/Non-Profit Management, The Atkinson Graduate School of Management Conference on Entrepreneurship, Small Business Development Center, National Society of Fundraising Executives - Oregon Chapter, and the Portland GrantMakers/GrantSeekers Symposium.

Eric received his Bachelor of Arts in Political Science and Art History from Willamette University. While there he was Student Body President and was awarded Outstanding Service to the Student Body and Improvement of Student Life Campus award as well as Senior Key for highest contribution to university excellence. While in school he co-founded and managed the Bistro Willamette a full service student cafe.

As a civic leader Eric has been involved with many organizations including the Willamette University Alumni Association, Urban League, Portland Center Stage, City Club of Portland, Portland Public Schools, Training and Placement Service for Epilepsy Association of Oregon, and the Northwest Coalition Against Malicious Harassment. He is also very active politically including working on several campaigns including the "Basic Rights Oregon" Campaign (formerly No on 13), Stand Up Portland Diversity Campaign, No on 9 Campaign, and No on 8 Campaign.

MEETING DATE: JUN 6 1996

AGENDA #: C-3

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Mt Hood Community College and the Sheriff's Office

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: June 6, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Programs

CONTACT: Larry Aab TELEPHONE #: 251-2489

BLDG/ROOM #: 313/231

PERSON(S) MAKING PRESENTATION: No one - consent item

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

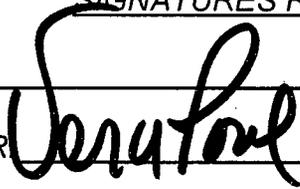
SUGGESTED AGENDA TITLE:

IGA between Mt. Hood Community College and the Sheriff's Office to provide ABE/GED instruction for inmates within the Multnomah County Correctional Facility (MCCF) and the Multnomah County Inverness Jail (MCIJ). RENEWAL

6/14/96 ORIGINALS TO LARRY AAB

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_  
(OR)  
DEPARTMENT MANAGER \_\_\_\_\_



**CONSENT**

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
MAY 23 PM 3:22

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800237

Prior-Approved Contract Boilerplate:  Attached:  Not Attached:

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p> <p><input type="checkbox"/> Intergovernmental Agreement under \$25,000</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-3</u> DATE <u>6/6/96</u></p> <p style="text-align: center;"><u>DEB BOGSTAD</u></p> <hr/> <p style="text-align: center;"><b>BOARD CLERK</b></p>
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Department: SHERIFF'S OFFICE Division: PROGRAMS Date: MAY 10, 1996

Contract Originator: CMR VERA POOL Phone: 251-2542 Bldg/Room: 313/

Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/231

Description of Contract: PROVIDE ABE/GED INSTRUCTION FOR INMATES WITHIN MCIJ AND MCCF.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_

ORS/AR #: \_\_\_\_\_ Contractor is  MBE  WBE  QRF

<p>Contractor Name: <u>MT. HOOD COMMUNITY COLLEGE</u></p> <p>Mailing Address: <u>26000 SE STARK ST.</u> <u>GRESHAM OR 97030</u></p> <p>Phone: <u>667-7333</u></p> <p>Employer ID# or SS#: <u>1-93-0546890-AL</u></p> <p>Effective Date: <u>JULY 1, 1996</u></p> <p>Termination Date: <u>JUNE 30, 1997</u></p> <p>Original Contract Amount: <u>\$ 47,105.93</u></p> <p>Total Amt of Previous Amendments: \$ _____</p> <p>Amount of Amendment: \$ _____</p> <p>Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____</p> <p>_____</p> <p>_____</p> <p>Payment Schedule <span style="float: right;">Terms</span></p> <p><input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt</p> <p><input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30</p> <p><input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other</p> <p><input type="checkbox"/> Requirements contract - Requisition Required</p> <p>Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>47,105.93</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
--	---

**REQUIRED SIGNATURES:**

Department Manager: *[Signature]*

Purchasing Manager: *[Signature]*  
(Class II Contracts Only)

County Counsel: *[Signature]*

County Chair: *[Signature]*

Sheriff: *[Signature]*

Contract Administration: \_\_\_\_\_  
(Class I, Class II Contracts Only)

Date: 5-16-96

Date: \_\_\_\_\_

Date: 5/22/96

Date: June 6, 1996

Date: 5-17-96

Date: \_\_\_\_\_

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCIP	AMOUNT	IN CE EC
01	169	025	4110			6110				14,767	
02	168	025	4043		CEMP	6110				32,338.93	
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Mt. Hood Community College ("MHCC"). As used in this Agreement, MCSO, COUNTY and MHCC will be referred to collectively as the "parties."

RECITALS

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Mt. Hood Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that and county may contract with community college district to provide services of an educational nature; and

WHEREAS, Mt. Hood Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Mt. Hood Community College agrees to perform as follows:
  - A. Multnomah County Inverness Jail - 48 hours per week of GED/ABE instruction provided by an instructor, 12 hrs/wk of ESL Instruction, and an additional 12 hours per week of instruction provided by a tutor (42 weeks per year).
  - B. Multnomah County Correctional Facility - 8 hours per week of GED/ABE/ESL instruction provided by an instructor (42 weeks per year).
  - C. Maintain one half of the service hours noted in sections A and B above at no cost to the MCSO.
  - D. The 12 additional service hours shall be paid by MCSO Inmate Welfare Fund at the rate of \$24.98 per hour for 12 hrs/wk for a total of 42 weeks.
  - E. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.
  - F. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Mt. Hood Community College and the MCSO.
  - G. Educational personnel shall utilize the assistance of screened volunteers to maximize the educational program for inmates.
  - H. Mt. Hood Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.
2. MCSO agrees to perform as follows:
  - A. The MCSO, Corrections Division, shall consider for jail clearance all instructors referred by Mt. Hood Community College for facility

assignment. An approval or disapproval decision shall be provided to Mt. Hood Community College.

- B. The MCSO shall provide assistance in the development of an instructional schedule, screen potential volunteers, and provide assistance necessary to operate within a correctional facility.
- C. The MCSO agrees to provide Mt. Hood Community College reports necessary to maintain adequate time and employee records.
- D. The MCSO shall provide a reasonably safe working environment for instructors in a corrections context. MHCC acknowledges there is a risk assumed when its instructors enter a correctional institution, and shall direct its instructors to obey all directions from corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

COMPENSATION

- 3. For the duration of this Agreement the MCSO shall pay to MHCC, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided, at a rate of \$24.98 per hour for instruction and \$14.07 per hour for a tutor. Fees paid under this Agreement shall not exceed \$47,105.93.

OTHER CONDITIONS

- 4. The parties agree that any and all instructors from MHCC are employees of MHCC and are not employees, agents, or representatives of the MCSO for any purpose.
- 5. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 6. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

7. If MHCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.
8. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

INDEMNIFICATION AND LIABILITY

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless MHCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.
10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MHCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MHCC personnel acting pursuant to the terms of this Agreement.

CONTRACT MODIFICATION AND TERMINATION

11. This Agreement shall begin on July 1, 1996 and terminate June 30, 1997.
12. MCSO, by written notice of default, may terminate this agreement if MHCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
13. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
14. Upon termination before completion of the services, payment to MHCC shall be prorated to and include the day of termination and shall be in full

satisfaction of all claims by MHCC against the MCSO under this agreement.

15. Termination under any provision of this paragraph shall not affect any right, obligation or liability of MHCC which accrued prior to termination.
16. MHCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both MHCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

#### DISPUTE RESOLUTION

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and MHCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY and MHCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
18. MCSO, COUNTY and MHCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

#### CONTRACT ADMINISTRATION

19. The Multnomah County Sheriff designates Vera Pool, Programs Division Commander, to represent MCSO in all matters pertaining to administration of this Agreement.
20. MHCC designates Dr. Eleanor M. Brown, Dean of Student Development, to represent MHCC in all matters pertaining to administration of this Agreement.

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230

Pat Parmenter  
Mt. Hood Community College  
26000 SE Stark St.  
Gresham, OR 97030

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

MULTNOMAH COUNTY, OREGON

By: *Beverly Stein*  
Beverly Stein, Chair

Date: June 6, 1996

By: *Dan Noelle*  
Dan Noelle, Sheriff

Date: 5/17/96

MT. HOOD COMMUNITY COLLEGE

By: \_\_\_\_\_  
Dr. Eleanor M. Brown, Dean of  
Student Development

Federal ID#: 1-93-0546890-AL

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Dr. William E. Becker, Dean  
of Administrative Services

Date: \_\_\_\_\_

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By: *Jacqueline Weber*  
Jacqueline Weber, Assistant Counsel

Date: 5/22/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
MHC AGENDA # C-3 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: JUN 6 1996

Agenda No: C-4

ESTIMATED STARTING TIME 9:30

(Above space for Board Clerk's Office Use ONLY)

AGENDA PLACEMENT FORM

Subject: FY95-96 Contract #400236 with City of Portland, Portland/Multnomah Commission on Aging

BOARD BRIEFING Date Requested:  
Requested by:  
Amount of time:

REGULAR MEETING Date Requested: ~~May 9, 1996~~ June 6, 1996  
Amount of time: consent calendar

DEPARTMENT: Aging Services DIVISION: Aging Services

CONTACT: Caroline Sullivan/Kathy Gillette TELEPHONE: 248-3620

BLDG/RM #: 161/3rd floor

PERSON(S) MAKING PRESENTATION: Jim McConnell/Kathy Gillette

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE

Approval of Intergovernmental Agreement # 400236 with City of Portland, Bureau of Neighborhood Associations, Portland Multnomah Commission on Aging (PMCoA) for advocacy services on behalf of elders living in Multnomah County and its cities for the period July 1, 1995 through June 30, 1996.

*6/14/96 ORIGINALS TO CAROLINE SULLIVAN*

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

OR

DEPARTMENT MANAGER: *James Mc Connell*

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 29 AM 9:44  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION  
 AREA AGENCY ON AGING  
 421 S.W. 5TH, 3RD FLOOR  
 PORTLAND, OREGON 97204  
 SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
 TDD: 248-3683 FAX: 248-3656

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

MEMORANDUM

TO: Beverly Stein, Board Chair

FROM: Jim McConnell, Director *Jmcb*

DATE: April 26, 1996

SUBJECT: FY 1995-96 Agreement with City of Portland PMCoA

Retroactive Status: This agreement is retroactive to July 1, 1995. Delay in processing occurred because of the difficulty in reaching mutually agreeable terms regarding amounts and sources of funding and determining how funds could best be budgeted.

I. Recommendation: The Aging Services Division recommends Board of County Commissioner approval of the attached Intergovernmental Agreement #400236 with the City of Portland, Bureau of Neighborhood Associations (Portland Multnomah Commission on Aging), for the period July 1, 1995 through June 30, 1996.

II. Analysis/Background: The City and County jointly support the Portland Multnomah Commission on Aging (PMCoA) as a citizen's advocacy and advisory group representing elderly residents and consumers of services in Portland and Multnomah County. The PMCoA is administered through the City of Portland, Bureau of Neighborhood Associations. One-time only funds are included in this agreement to transition the administrative functions of the PMCoA to a private non-profit status.

The attached agreement provides County funds as partial support for PMCoA activities. The PMCoA provides staff support for the Commission and related committees including the Area Agency on Aging (AAA) Committee, the Ethnic Minority Committee and, new in FY94-95, the Adult Care Home Advisory Committee.

PMCoA activities include Senior Consumer involvement in policy planning and development for all of ASD's programs, i.e. Community Leisure, Medicaid Long-Term Care, Adult Care Home Licensing, and Public Guardian.

III. Fiscal Impact: This agreement provides for \$145,935 of County General Fund (CGF) and federal Title XIX (XIX) dollars to support operations of the PMCoA and its related committees. These funds are budgeted and available

PMCoA Program	CGF	Title XIX	TOTAL
Non-Depart/PMCoA	\$ 66,659		\$ 66,659
1-time-only transition	39,018		39,018
AAA Committee		11,070	11,070
Multi-Ethnic Comm.		8,500	8,500
Adult Care Home Comm.	4,965	15,723	20,688
	\$110,642	\$35,293	\$145,935
	=====	=====	=====

These amounts include a continuation of \$59,128 base funding; \$7,531 of new County General Funds monies provided through the Chair's office in response to a PMCoA request; and \$39,018 one-time-only funds to transition the administrative functions of the PMCoA to a private non-profit status. These funds are budgeted and come through the Non-Departmental budget organization.

In addition, \$40,258 is budgeted through ASD. The ASD dollars consist of \$4,965 CGF and \$35,293 of Title XIX. The Title XIX dollars came from \$15,882 of CGF leveraging \$19,411 Title XIX, for a total of \$35,293 Title XIX.

**A modification to the FY96 Adopted Budget (BUD MOD) is required** to remove \$11,640 from the Non-Departmental budget. This amount of \$11,640 had been estimated to be the County General Fund share for Title XIX leveraged funds and was budgeted as County General Funds **both** in Non-Departmental fiscal organization **and** in the ASD budget as CGF match for Title XIX. The funds are properly budgeted in ASD because leveraging the Title XIX funds can be done only through the contract between ASD and the State Senior and Disabled Services Division.

IV. Legal Issues: NA

V. Controversial Issues: NA

VI. Link to Current County Policies: Included in Area Plan for Aging Services

VII. Citizen Participation: The Portland Multnomah Commission on Aging (PMCoA) has actively been involved in providing advocacy to City and County in their respective budget processes.

VIII. Other Government Participation: Implements the designation by the **State Senior Disabled Services Division** of the City and County jointly as the Area Agency on Aging for Portland/Multnomah County, with the County Aging Services Division as the administrative unit.

The **federal** Older Americans Act requires a an advisory committee made of up older citizens and consumers of services to advise the Area Agency on Aging and its administrative unit and to provide advocacy on behalf of residents aged 60 and older. The **City** through this agreement administers the PMCoA to serve as the required **federal** advisory committee.



**CONTRACT APPROVAL FORM**

(See Administrative Procedure #2106)

Contract # 400236

Amendment # \_\_\_\_\_

MULTNOMAH COUNTY OREGON

<p><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services under \$25,000</p>	<p><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption)</p> <p><input type="checkbox"/> PCRB Contract</p> <p><input type="checkbox"/> Maintenance Agreement</p> <p><input type="checkbox"/> Licensing Agreement</p> <p><input type="checkbox"/> Construction</p> <p><input type="checkbox"/> Grant</p> <p><input type="checkbox"/> Revenue</p>	<p><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement</p> <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # <u>C-4</u> DATE <u>6/6/96</u></p> <p><u>DEB BOGSTAD</u></p> <p>BOARD CLERK</p>
--	--	---

Department Aging Services Division \_\_\_\_\_ Date May 16, 1996

Contract Originator Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Administrative Contact Caroline Sullivan/Kathy Gillette Phone 248-3620 Bldg/Room 161/3rd floor

Description of Contract Provides funds for Portland/Multnomah Commission on Aging for general advocacy and review-and-comment on Aging Services Department programs and contracts. Provides one-time-only funds to transition administrative functions to non-profit status

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF  NA

Contractor Name City of Portland, Bureau of Neighborhood Associations  
Portland Multnomah Commission on Aging

Mailing Address 1120 SW 5th Avenue 5th floor  
Portland OR 97204-1978

Phone 823-5269

Employer ID# or SS# 93-6002236

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount \$ 145,935

Total Amount of Previous Amendments \$ \_\_\_\_\_

Amount of Amendment \$ \_\_\_\_\_

Total Amount of Agreement \$ 145,935

Remittance Address \_\_\_\_\_  
(If Different) \_\_\_\_\_

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt

Monthly \$ \_\_\_\_\_  Net 30

Other \$ \_\_\_\_\_  Other \_\_\_\_\_

Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_

Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No   
Date May 16, 1996

Date \_\_\_\_\_

Date 5/20/96

Date June 6, 1996

Date \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Purchasing Director (Class II Contracts Only) \_\_\_\_\_

County Counsel [Signature]

County Chair / Sheriff [Signature]

Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	100	050	9395		XA02	6050			PMCoA-Non Dept	105,677	
02.	156	011	1715		CEPA	6060		179A	PMCoA CGF	4,965	
03.	156	011	1715		CEPA	6060		172	PMCoA XIX	35,293	

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



INTERGOVERNMENTAL AGREEMENT FOR OPERATION  
OF THE AREA AGENCY ON AGING: PMCoA OPERATIONS

SECTION I. INTRODUCTION

This agreement is between the City of Portland, hereinafter called CITY, and Multnomah County, hereinafter called COUNTY. This agreement, subject to execution by all parties, will renew, amend and extend the Portland/Multnomah Commission on Aging (PMCoA) portion of the agreement originally executed on January 1, 1984 from July 1, 1995 through June 30, 1996.

SECTION II. RECITALS

A. WHEREAS, there are over 102,243 persons over the age of 60 in the CITY and the COUNTY; and

B. WHEREAS, CITY and COUNTY recognize the problems of those elderly persons with fixed incomes and frail health, and have demonstrated their support for services to this population; and

C. WHEREAS, pursuant to Section 305 of the Older Americans Act of 1965, as amended, the Senior and Disabled Services Division (hereinafter called the State) has designated the geographic boundaries of Multnomah County including the incorporated areas of the City of Portland, as one planning and service area; and

D. WHEREAS, the parties by concurrent action in 1974, and in keeping with the Intergovernmental Cooperation provisions of ORS Chapter 190, agreed to serve as the Area Agency on Aging (hereinafter called the AAA) to plan, coordinate and conduct a comprehensive social service delivery system for elderly residents within the boundaries of Multnomah County (the State designated service area) for the period beginning July 1, 1974 and continuing until this agreement is terminated or replaced; and

E. WHEREAS, the designation of an administrative unit to assume the responsibilities of the AAA is necessary to receive Federal funds under the Older Americans Act, State funds through Oregon Project Independence, and Federal/State-funds under Title XIX of the Social Security Act; and

F. WHEREAS, the parties agreed in 1984 that the COUNTY would serve as the administrative unit for the Area Agency on Aging;

G. WHEREAS, the CITY and COUNTY are both committed through the Aging Policy for Portland and Multnomah County, dated 1982, to support specialized urban and human services to the elderly;

H. WHEREAS, it is the intention of the CITY and COUNTY to fund jointly the Portland/Multnomah Commission on Aging (hereinafter called PMCoA) as the citizens' advisory group to the Area Agency on Aging;

THEREFORE, CITY and COUNTY agree as follows.

SECTION III: AGREED/CITY AND COUNTY

A. CITY and COUNTY will continue to jointly fund the PMCoA as the citizen advisory group for the period of this agreement. Funding for the PMCoA will not be reduced as a result of CITY and COUNTY service negotiations.

B. The administrative responsibility for the PMCoA will remain with CITY.

C. The PMCoA shall serve as the CITY's representative of the Area Agency

on Aging to receive program reports and documents listed in Section V, Part A. The Aging Services Department shall serve as the COUNTY's representative of the Area Agency on Aging to develop the Annual Plan and other documents and reports listed in Section V, Part A.

SECTION IV: AGREED/CITY

A. CITY shall assure the maintenance of the basic functions of the PMCoA, including the following:

1. PMCoA shall provide to COUNTY, within 30 days of its request, comments on reports and documents received from COUNTY under the terms of this agreement.

2. PMCoA will meet regularly with Aging Services Department staff and provide written information requested and required by Aging Services Department for the administration of the funds designated for the Area Agency on Aging for Multnomah County.

3. PMCoA agrees to submit a final report on accomplishments, to be received by COUNTY, through Aging Services Department, within 90 days of the end of the fiscal year.

B. CITY shall assure maintenance during FY95/96 of additional activities to be performed by the PMCoA, including:

1. AAA Committee: Maintain and staff the Area Agency on Aging (AAA) Committee to:

a. Meet monthly to review long-term care and service policies, program implementation, unmet needs and client issues with Aging Services Department Director and selected Aging Services Department staff;

b. Participate with Aging Services Department staff in the monitoring and evaluation of Aging Services Department contracted services; Long Term Care Programs, including Branch operation and Protective Services; and Senior Help Line/24 Hour Crisis-Line;

c. Assist in design and implementation of new projects in Residential Care Facilities.

2. Multi-Ethnic Committee: Maintain and staff a Multi-Ethnic Committee to:

a. Meet monthly with Aging Services Department Staff to review policies, programs, unmet needs and client issues of ethnic minority groups needing Medicaid and other services;

b. Propose new programs and strategies to improve participation by ethnic seniors in the Medicaid and other programs;

c. Assist the Aging Services Department in outreach and information dissemination to ethnic elders;

d. Participate in monitoring and evaluation of Aging Services division programs and services to assure Aging services Department responsiveness to ethnic elders' needs.

C. CITY agrees to continue to staff and maintain through the PMCoA a committee to review operations and make recommendations regarding the Adult Care Home Licensing Program.

SECTION V: AGREED/COUNTY

A. COUNTY shall provide the following reports and documents to the PMCoA:

1. Annual Plan and any modifications thereto;
2. Copies of program performance reports.

B. COUNTY shall establish and maintain Aging Services Planning and Service-Area Districts within COUNTY boundaries and shall assure that an advisory committee is maintained for each of these designated districts. The District Advisory Committees shall have review and comment authority on all funds and services allocated to or established within the boundaries of their respective districts.

SECTION VI: COMPENSATION - METHOD OF PAYMENT

A. COUNTY, through the Board Chair's Office, agrees to make a lump sum payment to CITY upon receipt of an invoice for up to \$66,659 for Fiscal Year 1995/96 for basic support of the PMCoA.

B. COUNTY, through the Aging Services Department, agrees to make quarterly payments to CITY (PMCoA) upon receipt of an invoice for activities as listed below:

- (1) maintain and staff the AAA Committee  
     Quarterly: \$2,767.50                      Annual Total: \$11,070;
- (2) maintain and staff the Multi-Ethnic Committee  
     Quarterly: \$2,125                         Annual Total: \$8,500;
- (3) maintain and staff the Adult Care Home Committee  
     Quarterly: \$5,172                         Annual Total: \$20,688

C. COUNTY, through the Board Chair's Office, agrees to make a lump sum payment to CITY upon receipt of an invoice in the amount of \$39,018 from non-departmental funds on a one-time-only basis for the purpose of supporting activities to transition administrative functions of the PMCoA to a private non-profit status.

D. COUNTY shall provide to CITY one-half of the required local funding for the basic PMCoA activities and additional funding for identified special projects. These funding amounts are listed in Table A: PMCoA FY 1995-96 Funding/COUNTY RESOURCES.

Table A: PMCoA FY 1995-96 Funding  
 COUNTY RESOURCES

County Fund Source/ City Program	County General Fund	Title XIX	Total Funds
Non-Departmental/PMCoA	\$ 66,659		\$66,659
One-time-only transition	39,018		39,018
AAA Committee		11,070	11,070
Multi-Ethnic Committee		8,500	8,500
Adult Care Home Committee	<u>4,965</u>	<u>15,723</u>	<u>20,688</u>
TOTAL	\$110,642	\$ 35,293	\$145,935

D. COUNTY agrees the funding sources shall be as shown above, with the provision that \$7,075 of the \$15,723 shown above as Title XIX funds for the Adult Care Home Committee originated as County General Funds. This \$7,075 is used as match to generate additional Title XIX funds at a ratio of 45/55%. The total of County General Funds designated for the Adult Care Home committee is \$11,640.

F. COUNTY shall pay a maximum of \$145,935 through this contract. Any portion not used by PMCoA during Fiscal Year 1995/96 shall revert to COUNTY.

SECTION VII: PORTLAND/MULTNOMAH COMMISSION ON AGING (PMCoA)

Regarding the PMCoA, the CITY and COUNTY agree to the following:

A. It is agreed by CITY and COUNTY that the purpose, composition, and funding of the PMCoA be maintained as described in this agreement. Changes shall be made only upon mutual written agreement of CITY, COUNTY, and PMCoA.

B. Administrative responsibility: Administrative responsibility for the PMCoA will remain with the CITY.

C. Basic Funding: It is the policy of the CITY and COUNTY to provide one-half each of the required local funding for basic PMCoA operations described in the mutually approved work plan of the PMCoA.

D. Purpose: The purpose of the PMCoA shall be to provide leadership to improve the quality of living for aging persons, as well as disabled persons as set forth in ORS 410 (henceforth implied in reference to the elderly).

E. Activities: The PMCoA shall carry out the above purposes by:

1. Representing the interests of the elderly consumer on all matters relating to the development and administration of the Area Agency on Aging's Annual Plan of Action and the operations conducted thereunder;

2. Meeting the basic needs of the elderly and promoting independent and dignified living for them through the processes of evaluating the service system's capacity to meet basic needs and advocating for necessary changes in services;

3. Developing and providing ongoing review of goals, objectives and priorities for service delivery to the elderly in Portland/Multnomah County in conjunction with the CITY and COUNTY;

4. Providing ongoing advice and guidance on policy decisions and program development, both in the planning and implementation phases, to the Area Agency on Aging, the CITY and COUNTY governments;

5. Representing the views of older people in advising the Area Agency on Aging regarding development of a long range plan for a coordinated and comprehensive system of services and the development of an Annual Plan of Action which specifies strategies and activities to make progress toward meeting the goals of the long range plan;

6. Representing the views of older people to the general community and providing review and comment to elected officials, decision-makers, agencies and organizations regarding public issues and proposals of interest to older people;

7. Serving an advocacy role on behalf of older persons through:

a. legislative advocacy before any legislative body, related to issues with significant impact on the elderly and aging services;

b. education of the general public concerning issues affecting older persons through dissemination of information, including public forums and conferences;

c. advocacy for needed programs and services in the public and private sector; and

d. coordination of its advocacy activities with other groups.

8. Conducting studies and hearings to identify, categorize, and prioritize the needs of older persons in Portland and Multnomah County;

9. Preparing, publishing and disseminating its findings to the COUNTY and the CITY, the Area Agency on Aging and interested persons, groups and entities in the community; and

10. Assisting appropriate agencies in identifying and securing grants to help fund programs for older persons.

F. Membership: The PMCoA shall be composed of thirty-one (31) members. Members shall serve without compensation, except they may be reimbursed for reasonable expenses incurred in the performance of their duties. Representation shall be as follows

1. at least fifty-one percent (51%) shall be persons over age 60;
2. low income persons (125% federal poverty maximum) shall be represented at least in proportion to their number in Portland/Multnomah County;
3. racial minority persons shall be represented at least in proportion to their numbers in Portland/Multnomah County; and
4. adult disabled persons, as set forth in ORS 410 shall be represented at least in proportion to their numbers in Portland/Multnomah County;
5. distribution of membership shall encompass all areas of Multnomah County, including rural, as well as urban.

6. In addition, membership distribution shall be as follows:

- a. one (1) consumer from each of the eight (8) District Advisory Councils, for a total of eight (8) members representing their respective Districts
- b. one consumer from East County
- c. one (1) elected official;
- d. eight (8) members representing retired persons organizations;
- d. one (1) consumer representing disabled persons;
- e. twelve (12) members-at-large.

7. Appointment of members to the PMCoA shall be made as follows:

a. The Mayor of the CITY of Portland shall appoint four (4) consumers, representative of the North, Downtown, Northwest, and Near Northeast District Advisory Councils; five (5) members representing retired persons' organizations; and four (6) members-at-large.

b. The Multnomah COUNTY Board Chair shall appoint five (5) consumers, representative of the East County, Mid-County, Southwest, Northeast and Southeast District Advisory Councils; three (3) members representing retired persons' organizations; six (6) members-at-large and one consumer representing disabled persons.

c. The PMCoA shall appoint one (1) elected official.

8. A regular term of appointment shall be for three (3) years, with appointments staggered so that one-third of the membership is appointed each year. Members may serve no more than two (2) consecutive full terms.

9. If the appointing authority has not filled a position within sixty (60) days of receipt of the PMCoA's nominations, the PMCoA shall be empowered to appoint members to fill vacancies.

10. The primary staff shall be selected by the PMCoA, in accordance with the CITY Civil Service process, and shall be directly responsible to the PMCoA.

SECTION VIII. SEPARABILITY

Should any Section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, or any administrative agency having jurisdiction over the subject matter, such decision shall apply only to specific Section of portion thereof directly specified in the decision. All other portions of the Agreement as a whole shall continue without interruption for the term hereof.

SECTION IX. TERM OF AGREEMENT

This continuation Agreement shall commence July 1, 1995 and continue until June 30, 1996 or until terminated or replaced. The agreement may be amended by written consent of the parties.

SECTION X. TERMINATION

All or part of this contract may be terminated by mutual consent by both parties, or upon 60 days written notice by either party, delivered to the designated contact person.

IN WITNESS, the parties have caused this instrument to be executed by their duly authorized officers.

CITY OF PORTLAND

By: \_\_\_\_\_  
Vera Katz, Mayor Date  
City of Portland

By: \_\_\_\_\_  
City of Portland Auditor

By: \_\_\_\_\_  
Becky Wehrli Date  
Executive Director  
Portland/Multnomah  
Commission on Aging

REVIEWED:  
City Attorney

By: \_\_\_\_\_  
City of Portland Attorney Date

COUNTY OF MULTNOMAH

By: Beverly Stein 6/6/96  
Beverly Stein Date  
Multnomah County Chair

By: James W. McConnell 5-1486  
James McConnell,  
Director, Aging Services  
Department

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-4 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

REVIEWED:  
LAWRENCE KRESSEL  
County Counsel for Multnomah  
County, Oregon

By: Katie Gaetjens 5/20/96  
Katie Gaetjens Date  
Assistant County Counsel



PERSONNEL DETAIL FOR BUD MOD NO: ASD #9603

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

A N N U A L I Z E D					
FTE Increase (Decrease)	POSITION TITLE	BASE PAY Increase (Decrease)	FRINGE Increase	INSURANCE (Decrease)	TOTAL Increase (Decrease)
1.50	Case Manager 2	\$ 47,326	\$ 8,316	\$ 7,730	\$ 63,372
3.50	Program Develop. Spec.	\$118,238	\$20,776	\$18,320	\$157,334
.50	Office Assistant 2	\$ 10,680	\$ 1,876	\$ 2,392	\$ 14,948
2.00	Eligibility Specialist	\$ 48,816	\$ 8,576	\$ 9,788	\$ 67,180
TOTAL CHANGE (ANNUALIZED)		<u>\$225,060</u>	<u>\$39,544</u>	<u>\$38,230</u>	<u>\$302,834</u>

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

C U R R E N T F Y					
Full Time Position Part Time, Overtime or Premium	Explanation of Change	BASE PAY Increase (Decrease)	FRINGE/INSURANCE Increase (Decrease)	TOTAL Increase (Decrease)	
.75	Case Manager 2	\$ 23,663	\$ 4,158	\$ 3,865	\$ 31,686
1.50	Program Develop. Spec.	\$ 59,119	\$10,388	\$ 9,160	\$ 78,667
.25	Office Assistant 2	\$ 5,340	\$ 938	\$ 1,196	\$ 7,474
1.00	Eligibility Specialist	\$ 24,408	\$ 4,288	\$ 4,894	\$ 33,590
TOTAL CHANGE		<u>\$112,530</u>	<u>\$19,772</u>	<u>\$19,115</u>	<u>\$151,417</u>

ASD9603P

EXPENDITURES

BUDGET MODIFICATION ASD9603

Additional Positions funded by State Medicaid Funds - Phase 2

TRANSACTION EB [] GM [] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	011	1980			5100			8,446		Permanent
		100	011	1980			5200			12,124		Temporary
		100	011	1980			5500			3,614		Fringe
		100	011	1980			5550			2,970		Insurance
		100	011	1980			6230			400		Supplies
		100	011	1980			6310			100		Education and Training
		100	011	1980			6330			150		Travel
		100	011	1980			7150			570		Telephones
											28,374	<b>Total, Org. 1980</b>
		156	011	1706			7100			1,033		Indirect
		156	011	1706			7500			28,374		Other Internal Services
											29,407	<b>Total, Org. 1706</b>
		156	011	1751			5100			16,891		Permanent
		156	011	1751			5500			2,968		Fringe
		156	011	1751			5550			2,617		Insurance
		156	011	1751			6230			400		Supplies
		156	011	1751			6310			100		Education and Training
		156	011	1751			6330			150		Travel
		156	011	1751			7100			1,300		Indirect
		156	011	1751			7150			570		Telephones
											24,996	<b>Total, Org. 1751</b>
<b>TOTAL EXPENDITURE CHANGE</b>								Page Total:		<b>82,777</b>		

EXPENDITURES

BUDGET MODIFICATION ASD9603

Additional Positions funded by State Medicaid Funds - Phase 2

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1910			5100			15,775		Permanent
		156	011	1910			5200			9,381		Temporary
		156	011	1910			5500			3,549		Fringe
		156	011	1910			5550			2,919		Insurance
		156	011	1910			6230			400		Supplies
		156	011	1910			6310			100		Education and Training
		156	011	1910			6330			150		Travel
		156	011	1910			7150			570		Telephones
											32,844	<b>Total, Org. 1910</b>
		156	011	1915			5100			13,228		Permanent
		156	011	1915			5200			27,556		Temporary
		156	011	1915			5500			6,295		Fringe
		156	011	1915			5550			4,686		Insurance
		156	011	1915			6230			800		Supplies
		156	011	1915			6310			200		Education and Training
		156	011	1915			6330			300		Travel
		156	011	1915			7150			1,140		Telephones
											54,205	<b>Total, Org. 1915</b>
<b>TOTAL EXPENDITURE CHANGE</b>								Page Total:		87,049		

EXPENDITURES

BUDGET MODIFICATION ASD9603

Additional Positions funded by State Medicaid Funds - Phase 2

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1930			5100			12,204		Permanent
		156	011	1930			5200			9,381		Temporary
		156	011	1930			5500			2,921		Fringe
		156	011	1930			5550			2,789		Insurance
		156	011	1930			6230			400		Supplies
		156	011	1930			6310			100		Education and Training
		156	011	1930			6330			150		Travel
		156	011	1930			7150			570		Telephones
											28,515	<b>Total, Org. 1930</b>
		156	011	1940			5100			12,204		Permanent
		156	011	1940			5500			2,144		Fringe
		156	011	1940			5550			2,447		Insurance
		156	011	1940			6230			400		Supplies
		156	011	1940			6310			100		Education and Training
		156	011	1940			6330			150		Travel
		156	011	1940			7150			570		Telephones
											18,015	<b>Total, Org. 1940</b>
<b>TOTAL EXPENDITURE CHANGE</b>								Page Total:		46,530		

**EXPENDITURES**

**BUDGET MODIFICATION ASD9603**

**Additional Positions funded by State Medicaid Funds - Phase 2**

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Object	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1905			5100			33,782		Permanent
		156	011	1905			5500			5,936		Fringe
		156	011	1905			5550			5,234		Insurance
		156	011	1905			6110			9,720		Professional Services
		156	011	1905			6230			800		Supplies
		156	011	1905			6310			200		Education and Training
		156	011	1905			6330			300		Travel
		156	011	1905			7100			6,941		Indirect
		156	011	1905			7150			1,140		Telephones
											64,053	<b>Total, Org. 1905</b>
		156	011	1860			6110			12,000		Professional Services
											12,000	<b>Total, Org. 1860</b>
		400	050	7531			6580			23,662		Serv. Reimb./Insurance
		402	030	7990			6140			5,130		Serv. Reimb./Telephones
											28,792	<b>TOTAL SERV. REIMB.</b>
<b>TOTAL EXPENDITURE CHANGE</b>								Page Total:	104,845	<b>321,201</b>	<b>TOTAL EXPENDITURE CHANGE</b>	

Additional Positions funded by State Medicaid Funds - Phase 2

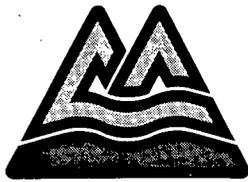
TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		100	011	1980			6602			28,374	28,374	Fed/State Serv. Reimb. <b>Total, Org. 1980</b>
		156	011	1706			2609			29,407	29,407	Title XIX <b>Total, Org. 1706</b>
		156	011	1751			2609			24,996	24,996	Title XIX <b>Total, Org. 1751</b>
		156	011	1910			2609			32,844	32,844	Title XIX <b>Total, Org. 1910</b>
		156	011	1915			2609			54,205	54,205	Title XIX <b>Total, Org. 1915</b>
		156	011	1930			2609			28,515	28,515	Title XIX <b>Total, Org. 1930</b>
		156	011	1940			2609			18,015	18,015	Title XIX <b>Total, Org. 1940</b>
<b>TOTAL REVENUE CHANGE</b>								<b>Page Total:</b>		<b>216,356</b>		

Additional Positions funded by State Medicaid Funds - Phase 2

TRANSACTION EB [ ] GM [ ] TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1995-96

Document Number	Action	Fund	Agen.	Org.	Activity	Rept. Cat.	Rev. Code	Current Amount	Revised Amount	Increase (Decrease)	Subtotal	Description
		156	011	1905			2609			64,053	64,053	Title XIX Total, Org. 1905
		156	011	1860			2609			12,000	12,000	Title XIX Total, Org. 1860
		400	050	7040			6600			2,970		Serv. Reimb./Insurance - Gen. Fund
		400	050	7040			6602			20,692		Serv. Reimb./Insurance - Fed/St
		402	030	7990			6600			570		Serv. Reimb./Telephones - GF
		402	030	7990			6602			4,560		Serv. Reimb./Telephones - Fed/St
											28,792	<b>TOTAL SERV. REIMB.</b>
<b>TOTAL REVENUE CHANGE</b>								Page Total:	104,845	321,201	<b>TOTAL REVENUE CHANGE</b>	



# MULTNOMAH COUNTY OREGON

AGING SERVICES DIVISION  
AREA AGENCY ON AGING  
421 S.W. 5TH, 3RD FLOOR  
PORTLAND, OREGON 97204  
SENIOR HELPLINE: (503) 248-3646 ADMINISTRATION: 248-3620  
TDD: 248-3683 FAX: 248-3656

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

## MEMORANDUM

TO: Beverly Stein, County Chair

FROM: Jim McConnell, Director  
Aging Services Department *Jim McConnell*

DATE: May 15, 1996

SUBJECT: ASD Budget Modification #ASD-9603: Addition of Federal Title XIX (Medicaid) funds

Recommendation: Aging Services Department recommends Board of County Commissioner's approval of attached Budget Modification #ASD-9603.

Background/Analysis: Budget Modification #ASD-9603 includes additional Title XIX funds of \$264,035. These funds are directed to branch, Adult Care Home, and Community Access Service budgets. The allocation to Multnomah County from the State of Oregon Senior and Disabled Services Division has increased due to increased caseloads. This is Phase II of ASD's expenditure plan for the funds; Budget Modification ASD9602 was the first phase of this expenditure.

All additional revenues are Title XIX (Medicaid), or service reimbursements due to Medicaid funding. Staff are added in the branches and the Adult Care Home program to accommodate increased case loads. Materials and services expenses are added for the additional staff. In addition, a Program Development Specialist position is added to support Medicaid-related planning functions for ASD.

### Financial Impact:

Title XIX funds of \$264,035 are added to the ASD budget. These funds are on-going, and have been budgeted through the 1995-1997 biennium.

Legal Issues: None.

Controversial Issues: None.

Link to Current County Policies: Funds are used for client-related services, and for Action Plan items identified in the current fiscal year budget for ASD.

Citizen Participation: PMCOA and citizen advocates are involved in ASD's budget processes.

Other Government Participation: None.

ASD-9603Z

AN EQUAL OPPORTUNITY EMPLOYER

MEETING DATE: JUN 6 1996

AGENDA NO: C-60

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT:** *Ratification of an annual Agreement with the Portland City College - Portland Employment Project.*

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING**

Date Requested: Next available date

Amount of Time Needed: 5 Minutes

**DEPARTMENT:** Community & Family Svcs

**DIVISION:** \_\_\_\_\_

**CONTACT:** Esther Montanez-Morales

**TELEPHONE:** 248-3691 x4194

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Lorenzo Poe/ Dennis Adams

**ACTION REQUESTED:**

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

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

Ratification of the annual agreement between the Department of Community and Family Services' Developmental Disabilities Program and the Portland City College - Portland Employment Project for the period of July 1, 1996 through June 30, 1997. The Portland Employment Project will provide employment services for persons with developmental disabilities.

*6/14/96 ORIGINALS TO ESTHER MONTANEZ-MORALES*

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 MAY 29 AM 9 44

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Department Community and Family Services

DATE: May 16, 1996

SUBJECT: Renewal Agreement with Portland City College - Portland Employment Project

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with Portland City College - Portland Employment Project, for the period July 1, 1996 through June 30, 1997.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Employment Services for persons with developmental disabilities. This service enables individuals go to doctor appointments, employment, and other necessary activities.

**III. Financial Impact:** Portland City College - Portland Employment Project will receive \$270,041.56 for the services and funding is available via the State Mental Health Grant.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

**VII. Citizen Participation:** N/A

**VIII. Other Government Participation:** N/A

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract 101227

Prior-Approved Contract Boilerplate: xxx Attached;     Not Attached

Amendment #   0  

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement Under \$25,000	<input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement <input type="checkbox"/> Intergovernmental Revenue Agreement  <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p>AGENDA # <u>C-6</u> DATE <u>6/6/96</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>

Department: Community & Family Services Division: \_\_\_\_\_ Date: May 16, 1996  
 Administrative Contact: Esther Montanez-Morales Phone: 248-3691 ext 4194 Bldg/Room 166/7th  
 Description of Contract:

### Contract Renewal for Employment services for FY 96-97.

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: N/A Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  JRF  N/A  None

<p><b>Contractor Name :</b> <b>PORTLAND CITY COLLEGE- PORTLAND EMPLOYMENT PROJECT</b></p> <p><b>Mailing Address:</b> <b>8414 SW Barbur Blvd., Suite 201 Portland, Oregon 97219</b></p> <p><b>Phone:</b> <b>(503) 977-2369</b></p> <p><b>Employer ID# or SS#:</b> <b>93-0575187</b></p> <p><b>Effective Date:</b> <b>July 1, 1996</b></p> <p><b>Termination Date:</b> <b>June 30, 1997</b></p> <p><b>Original Contract Amount:</b> \$ _____</p> <p><b>Total Amt of Previous Amendments:</b> \$ _____</p> <p><b>Amount of Amendment:</b> \$ _____</p> <p><b>Total Amount of Agreement:</b> \$ <b>Requirements</b></p>	<p>Remittance Address (if different) _____</p> <table style="width: 100%;"> <tr> <th style="text-align: left;">Payment Schedule</th> <th style="text-align: left;">Terms</th> </tr> <tr> <td><input type="checkbox"/> Lump Sum \$ _____</td> <td><input type="checkbox"/> Due on Receipt</td> </tr> <tr> <td><input type="checkbox"/> Monthly \$ _____</td> <td><input type="checkbox"/> Net 30</td> </tr> <tr> <td><input checked="" type="checkbox"/> Other \$ <u>Allotment</u></td> <td><input type="checkbox"/> Other</td> </tr> </table> <p><input type="checkbox"/> Requirements contract - Requisition Required          Purchase Order No. _____</p> <p><input checked="" type="checkbox"/> Requirements Not to Exceed \$ <u>See Attached</u></p> <p>Encumber: Yes <input type="checkbox"/> No <input type="checkbox"/></p>	Payment Schedule	Terms	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	<input checked="" type="checkbox"/> Other \$ <u>Allotment</u>	<input type="checkbox"/> Other
Payment Schedule	Terms								
<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt								
<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30								
<input checked="" type="checkbox"/> Other \$ <u>Allotment</u>	<input type="checkbox"/> Other								

**REQUIRED SIGNATURES:**

Department Manager: *Lorenzo Paez* Date: 5/20/96

Purchasing Director: \_\_\_\_\_ Date: \_\_\_\_\_

(Class II Contracts Only)  
 County Counsel: *Patricia Gentry* Date: 5/28/96

County Chair/Sheriff: *Wally Dean* Date: 6/6/96

Contract Administration: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

VENDOR CODE <b>620491A</b>				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
								See	Attached		

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

COMMUNITY AND FAMILY SERVICES DIVISION  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : PORTLAND EMPLOYMENT PROJECT

Vendor Code : 620491A

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 101227

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1510	D54X	6060	9501X	DD SMHD DD Employment & Alternative	Requirements		Requirement	\$270,041.56
TOTAL								\$0.00	\$0.00	\$0.00	\$270,041.56

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101227

TERM OF CONTRACT:	From July 1, 1996	To: June 30, 1997
CONTRACTOR NAME:	Portland Community College-Portland Employment Project	
CONTRACTOR ADDRESS:	8414 SW Barbur Blve, Suite 201	TELEPHONE: 977-2369
	Portland, Oregon 97219	IRS NUMBER: 93-0575187

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and Portland Community College - Portland Employment Project, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- |   |   |                  |
|---|---|------------------|
| • | Part A. Statement of Work                           | Pages A1 - A2    |
|   | Attachment A. Service Elements and Contract Amounts | Attach A, Page 1 |
| • | Part B. General Conditions                          | Pages B1 - B14   |
| • | Part C. Program General Conditions                  | Pages, DD-1      |
| • | Part D. Certifications                              | Pages D1-D7      |
| • | Part E. Signatures                                  | Page E-1         |

### PART A. STATEMENT OF WORK

#### 1. Services

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Employment and Alternative Services	IGA Exempt

#### 2. Service Standards

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

**3. Program Outcomes**

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Employment Services	Those individuals who are receiving funded employment services will report, at their ISP, that they are satisfied with their employment situation.	50%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

**4. Advances**

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

**5. Special Conditions**

See Developmental Disabilities Special Conditions #2.1 through 2.2.6, incorporated herein by this reference.

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name :	PORTLAND EMPLOYMENT PROJECT	Vendor Code:	620491A
Contractor Address :	8414 SW BARBUR - SUITE 201 PORTLAND OR 97219		
Telephone :	977-2369	Fiscal Year :	96/97
		Federal ID # :	93-0575187

**Program Office Name : Developmental Disabilities Vocational Services**

*Service Element Name : DD Employment & Alternative Service (D54X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Monthly Allotment	Serv. Capacity	Req'ts	Per client sche		Req'ts
Total					Req'ts			Req'ts

## PART B. DIVISION-WIDE GENERAL CONDITIONS

### 1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

### 2. Assignment and Subcontracting

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

### 3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

### 4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

### 5. Compliance with Laws

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

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

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

**6. Confidentiality**

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

**7. Contract Between State and County**

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

**8. Contractor Publicity**

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

**9. Fiscal, Administrative, and Audit Requirements**

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable

in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative and fiscal review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted annually except under certain circumstances as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external limited scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

h. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

i. CONTRACTOR, if it is a nonprofit organization, shall submit its annual Federal 990 Tax forms and Oregon State CT-12 Tax forms to COUNTY within 30 calendar days of their due date.

j. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

## 10. Grievances

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

## 11. Indemnification

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

## 12. Independent Contractor Status

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

## 13. Insurance, Bonding, and Workers Compensation

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

#### 14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

#### 15. Litigation Notice

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

#### 16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and

meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

## **17. Nondiscrimination and Cultural Competence**

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

## **18. Operating Hours**

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

## **19. Ownership of Work Product**

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

**20. Payment Terms and Reports: All Contracts**

a. CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**21. Payment Terms and Reports: Fee for Service**

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

## 22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

## 23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All

above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

#### **24. Program Reporting Requirements**

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

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

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

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

#### **25. Property Management**

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

#### **26. Record Retention**

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

**27. Religious Content**

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

**28. Severability**

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

**29. Termination**

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

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

- 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
- 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
- 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by

COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

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

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

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

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

### 30. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

## PART C. PROGRAM GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

### 1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

### 2. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

### 3. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

### 4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

*Kate Gung*  
Assistant County Counsel

4/18/96  
Date

## PART D: CERTIFICATES

### CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

#### 1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

#### 2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

#### 3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

#### 4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

#### 5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

6. **Energy Conservation**

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

7. **Environmental Protection**

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. **Federal Alcohol Drug Abuse and Mental Health Block Grant**

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

9. **Flood Insurance**

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

10. **Historic Preservation**

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

**11. Lead-Based Paint Poisoning**

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

**12. Lobbying for Funds**

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**13. Minimum Wage and Maximum Hours**

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

**14. Oregon Tax Laws**

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

15. Political Activity of Employees

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

16. Pro-Children Act of 1994

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

17. Recycling

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

## CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal, reduction in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal

*Katie Gault* 4/18/96

Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and  
2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

*Kate Gantz* 4/18/96

**PART E: SIGNATURES**

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

MULTNOMAH COUNTY

CONTRACTOR

Portland City College-Portland Employment Project

BY *Lorenzo Paez* 5/20/96  
Director Date  
Department of Community and Family Services

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY *Beverly Stein* 6/6/96  
Beverly Stein Date  
Multnomah County Chair

BY \_\_\_\_\_  
Agency Authorized Signer Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-6 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 6 1996

AGENDA NO: C-7

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

*SUBJECT: Ratification of an annual Agreement with the City of Portland-Parks & Recreation Dept.*

**BOARD BRIEFING**

Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

**REGULAR BRIEFING**

Date Requested: Next available date

Amount of Time Needed: 5 Minutes

**DEPARTMENT:** Community & Family Svcs.

**DIVISION:** \_\_\_\_\_

**CONTACT:** Esther Montanez-Morales

**TELEPHONE:** 248-3691 x4194

**BLDG/ROOM:** B166/7th

**PERSON(S) MAKING PRESENTATION:** Lorenzo Poe/ Dennis Adams

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

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

Ratification of the annual agreement between the Department of Community and Family Services' Developmental Disabilities Program and Child, Youth and Family Program and the City of Portland-Parks & Recreation for the period of July 1, 1996 through June 30, 1997. The Parks & Recreation Department will provide Employment and Alternative Services for persons with developmental disabilities and a summer youth conservation job program for at risk youth.

C/14/96 ORIGINALS TO ESTHER MONTANEZ-MORALES

**SIGNATURES REQUIRED:**

**ELECTED OFFICIAL:** \_\_\_\_\_

OR

**DEPARTMENT MANAGER:** Lorenzo Poe

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 MAY 29 AM 9:44

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

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

TO: Board of County Commissioners

FROM: Lorenzo Poe, Director *Lorenzo Poe*  
Department of Community and Family Services

DATE: May 10, 1996

SUBJECT: Renewal Agreement with City of Portland-Parks and Recreation

**I. Recommendation/Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of an annual Intergovernmental Agreement with the City of Portland-Parks & Recreation, for the period July 1, 1996 through June 30, 1997.

**II. Background/Analysis:** The Department of Community and Family Services is renewing an annual agreement for the provision of Employment and Alternative Services for persons with developmental disabilities through the City of Portland-Parks and Recreation Department. Additionally, the Youth Conservation Summer Program included to provide summer employment for youth at risk. The summer employment program is awarded via RFP P952-83-0048 for FY 95/96.

**III. Financial Impact:** Funding for the Developmental Disabilities Program is for requirements of the contract, approximately \$55,000, and is available via the State. Funding for the Child, Youth and Family Program is a taxed amount of \$ 11,033.

**IV. Legal Issues:** None

**V. Controversial Issues:** None

**VI. Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.

**VII. Citizen Participation:** Youth Conservation Summer Program was awarded through an RFP process with evaluation by County and community individuals.

**VIII. Other Government Participation:** N/A



COMMUNITY AND FAMILY SERVICES DIVISION  
 CONTRACT APPROVAL FORM SUPPLEMENT  
 Contractor : CITY OF PORTLAND - PARKS & RECREATION

Vendor Code : 628611

Fiscal Year : 96/97

Amendment Number : 0

Contract Number : 101477

LINE	FUND	AGEN	ORG CODE	ACTIVITY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
51	156	010	1510	D54X	6060	9501X	DD SMHD DD Employment & Alternative	Requirements		Requirement	\$43,814.40
01	156	010	1370	Y38C	6060	9307S	YPO-OYYSC (Conserv Corp) CYF Youth Conservation Summer	\$11,033.00		\$11,033.00	
TOTAL								\$11,033.00	\$0.00	\$11,033.00	\$43,814.40

CONTRACT FOR SERVICES  
 MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

#101097

TERM OF CONTRACT: From July 1, 1996  
 CONTRACTOR NAME: City of Portland-Parks & Recreation  
 CONTRACTOR ADDRESS: 426 NE 12th  
 Portland, Oregon 97232

To: June 30, 1997  
 TELEPHONE: 823-4328  
 IRS NUMBER: 93-6002236

This contract is between Community and Family Services Division, acting on behalf of Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", and City of Portland-Parks and Recreation, hereinafter referred to as "CONTRACTOR".

This contract contains the following documents, which are herein incorporated by reference:

- Part A. Statement of Work Pages A1 - A2
- Attachment A. Service Elements and Contract Amounts Attach A, Page 1
- Part B. General Conditions Pages B1 - B14
- Part C. Program General Conditions Pages , DD-1, CYF-1
- Part D. Certifications Pages D1-D7
- Part E. Signatures Page E-1

**PART A. STATEMENT OF WORK**

**1. Services**

CONTRACTOR agrees to provide services as summarized below and detailed in Attachment A: Service Elements and Contract Amounts. COUNTY agrees to reimburse CONTRACTOR for providing COUNTY-funded services under the payment terms and up to the amounts specified in Attachment A. As applicable, and subject to program instructions, by this reference made part of this contract, CONTRACTOR agrees to also provide Title XIX services within the service element(s) marked **State Payment** in Attachment A. For these Title XIX services, CONTRACTOR acknowledges its status as a Performing Provider under OAR 309-16-000 through 130. Payment rates and requirements are identified in the Oregon Mental Health and Developmental Disability Services Division's *Medicaid Rehabilitative Services Procedures Codes and Reimbursement Rates*. All funds identified for **State Payment** are disbursed by the Oregon Office of Medical Assistance Programs (OMAP).

Service	Service Description (Procurement Authorization)
Developmental Disabilities Services	
Vocational-Employment and Alternative Services	Exempt as a Government Agency
Youth Program Services	
Youth Conservation Summer Program-Forrest Park Project	RFP-P952-83-0048, valid through 6/96

**2. Service Standards**

a. CONTRACTOR agrees to provide the above services consistent and in compliance with the applicable COUNTY and State service definitions, Administrative Rules, priorities, policies, procedures, program instructions, and service manuals; with contract conditions; and with the specifications and evaluation criteria contained in the applicable Request for Proposal and contractor's response to that proposal, Contract Renewal Package, and other program documents and manuals, all of which are incorporated herein by this reference and are binding on the CONTRACTOR. This includes program instructions/special conditions on mental health service elements.

b. CONTRACTOR shall provide written notice and obtain written COUNTY approval prior to implementing any

substantive program change and/or change in method of service delivery that affects level, scope, or outcome of client services funded under this contract.

**3. Program Outcomes**

a. CONTRACTOR shall track, at a minimum, the outcomes identified below and detailed in program instructions prepared by COUNTY and incorporated into this contract by reference. CONTRACTOR shall document and report this outcome data to COUNTY at least quarterly, or as instructed by COUNTY.

Program Office/Project Name	Outcome	Target # or %
Employment Services	Those individuals who are receiving funded employment services will report, at their ISP, that they are satisfied with their employment situation.	50%

b. CONTRACTOR agrees to participate with the COUNTY in evaluation of contracted project/service outcomes or performance, and to make available all information required by such evaluation process. This includes providing COUNTY with data necessary to verify client counts, service provision, and outcome measures.

**4. Advances**

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

**5. Special Conditions**

- a. See Developmental Disabilities Special Conditions #3.1 through 3.2.1.3, incorporated herein by this reference.
- B. See RFP Specifications for Child, Youth and Family Program

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DIVISION

**Attachment A:  
Service Elements and Contract Amounts**

Contractor Name : CITY OF PORTLAND - PARKS & RECREATION	Vendor Code: 628611	
Contractor Address : 426 NE 12TH PORTLAND OR 97232		
Telephone : 823-4328	Fiscal Year : 96/97	Federal ID # : 93-6002236

---

**Program Office Name : CYF Prevention**

*Service Element Name : CYF Youth Conservation Summer Prog (Y38C); Ivy Removal*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Per Invoice	Cost Reimbursement				\$11,033.00
Total								\$11,033.00

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**Program Office Name : Developmental Disabilities Vocational Services**

*Service Element Name : DD Employment & Alternative Service (D54X)*

<u>Mod. #</u>	<u>Begin Date</u>	<u>End Date</u>	<u>Payment Method</u>	<u>Payment Basis</u>	<u># of Units</u>	<u>Unit Description</u>	<u>Unit Rate</u>	<u>Amount</u>
0	7/1/96	6/30/97	Monthly Allotment	Serv. Capacity	Req't's	Per client sche		Req't's
Total					Req't's			Req't's

## PART B. DIVISION-WIDE GENERAL CONDITIONS

### 1. Amendments and Renewals

a. This contract, its conditions, statement of work, and budget may be amended by written mutual agreement of the parties. Amendments shall be valid only when reduced to writing, approved as required, and signed. CONTRACTOR shall not transfer contract funds from one service to another without a contract amendment and/or written COUNTY approval.

b. Subject to the approval of COUNTY and CONTRACTOR, this contract may be renewed for a period described in the Request for Proposal. Conditions within the Request for Proposal, Contract Renewal Package, and contract continue to apply. In the event of renewal, CONTRACTOR shall continue existing client load to this contract to ensure continuity of service.

### 2. Assignment and Subcontracting

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

### 3. Authority of Designated Representatives

CONTRACTOR agrees to recognize the Director of the Department of Community and Family Services and designated representatives as COUNTY'S administrative authority for services provided under this contract.

### 4. Availability of Funds

Both parties agree that this contract is subject to the availability of funds. In the event that funds do not become available to the COUNTY in the amounts anticipated, the COUNTY may, by amendment, reduce funding or terminate the contract as appropriate. COUNTY shall notify CONTRACTOR as soon as it receives notice of reductions from the fund source(s). Reduction or termination shall not affect payment for contract services provided prior to the effective date of such action. In addition, CONTRACTOR acknowledges that funding under this contract is conditional upon continued funding source approval of COUNTY'S work plans and the continued allowability of planned services under local, state or federal statutes, regulations, or policies. COUNTY makes no commitment to future support and assumes no obligation for future support of activities under this contract except as expressly set forth in this contract.

### 5. Compliance with Laws

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

b. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with all relevant portions of "Certificate of Compliance with Special State and Federal Requirements", "Certificate Regarding Nondiscrimination", and "Certificate Regarding Debarment, Suspension, and Other Responsibility Matters". These certificates are included in Part D of this contract.

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

## 6. Confidentiality

a. CONTRACTOR shall keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality and applicable provisions in Part C, Program General Conditions of this contract..

b. CONTRACTOR shall not require mandatory or universal HIV testing or discriminate against individuals with respect to their rights and entitlements on the basis of their actual or presumed HIV status. Such testing or discrimination will constitute grounds for immediate termination or withholding of contract funds by the COUNTY for this contract.

Records of HIV-related information shall be kept in a place with medical information only, separate from personal information. This information shall not be available to employees of the agency, except as provided by law or through consent. In most circumstances, it is presumed that only the agency executive and medical staff shall have access to information relating to the HIV status of individuals served. CONTRACTOR is responsible for employees' actions relating to control and/or unauthorized release or disclosure of information to others unless written consent is given. Consent for HIV testing or release of HIV-related information must be documented and must:

- 1) Be given voluntarily, without pressure or coercion;
- 2) Be informed (i.e., the person receives and can understand sufficient information);
- 3) Include the name of the specific persons or job title per agency to whom the information shall be released and the specific purpose for disclosure;
- 4) Include an expiration date.

## 7. Contract Between State and County

If CONTRACTOR is paid with funds COUNTY receives by contract from other funding sources, CONTRACTOR agrees to be bound by any applicable terms and conditions of those contracts. For alcohol and drug and mental health programs funded through the State, CONTRACTOR agrees that it will provide services to Care Oregon and other health plan clients, in accordance with applicable County, State, and federal contracts, statutes, and regulations.

## 8. Contractor Publicity

CONTRACTOR shall reference the Multnomah County Department of Community and Family Services as a funding source in all flyers and brochures that advertise the contracted services program. CONTRACTOR should also reference the specific program area or service system, e.g., Community Action; Behavioral Health; Child, Youth, and Family Programs, funding the contracted services. COUNTY reserves the right to approve the language used to reference Multnomah County.

## 9. Fiscal, Administrative, and Audit Requirements

a. CONTRACTOR agrees to use, document, and maintain accounting policies, practices, and procedures, and cost allocations, and to maintain fiscal, clinical, and other records pertinent to this contract consistent with Generally Accepted Accounting Principles (GAAP), Office of Management and Budget (OMB) Circulars, Oregon Administrative Rules, COUNTY financial procedures as contained in the Department of Community and Family Services *Subcontractors Financial Policy and Procedures Manual*, and applicable federal rules and regulations, including Single Audit Act of 1984; other records shall be maintained to the extent necessary to clearly reflect any actions taken. Accounting records shall be up-to-date and shall accurately reflect all revenue by source, all expenses by object of expense, all assets, liabilities and equities consistent with Generally Accepted Accounting Principles, Oregon Administrative Rules, and COUNTY procedures. Reports and fiscal data generated by the CONTRACTOR under this contract shall be accessible to COUNTY upon request.

b. CONTRACTOR represents that prices and costs established for each service under this contract are reasonable and equitable. COUNTY shall have the right, at reasonable times during this contract, to conduct site visits and audits of all CONTRACTOR'S books, documents, papers, and records necessary to establish that such charges to COUNTY are reasonable

in relation to costs incurred by CONTRACTOR in providing such services under this contract. CONTRACTOR further agrees to provide access to any books, documents, papers, and records of CONTRACTOR which are pertinent to this contract, and further, to allow the making of audits, examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and COUNTY personnel and their duly authorized agents. Contract costs disallowed as a result of such audits, reviews, or site visits shall be the sole responsibility of the CONTRACTOR. If a contract cost is disallowed after reimbursement has occurred, the CONTRACTOR shall make prompt repayment of such cost.

c. CONTRACTOR shall be subject to a COUNTY administrative and fiscal review to monitor compliance with the COUNTY'S administrative qualifications requirements as contained in the current version of the "Application for Qualified Vendor Status." The review shall be conducted generally no more than once every two years, unless warranted by administrative changes by CONTRACTOR or deficiencies in results of a prior review.

d. CONTRACTOR shall be subject to a COUNTY fiscal compliance review to monitor compliance with the COUNTY'S financial reporting and accounting requirements. The review shall be conducted annually except under certain circumstances as described in the COUNTY'S financial procedures (*Subcontractors Financial Policy and Procedures Manual*).

e. CONTRACTOR shall be subject to Audit Requirements pursuant to the COUNTY financial procedures (Department of Community and Family Services' current *Subcontractor's Financial Policy and Procedures Manual*). Audits must meet criteria outlined in these Procedures. CONTRACTOR shall be required to conduct an external limited scope audit under the following conditions:

- 1) Multnomah County contract funds exceed \$25,000 and total agency budget is \$150,000 to \$500,000; or
- 2) Multnomah County contract funds exceed \$100,000 and total agency budget is less than \$500,000.

f. CONTRACTOR shall be required to conduct an external full scope audit if the total agency budget exceeds \$500,000.

g. CONTRACTOR agrees that Limited Scope and Full Audits will be performed by a qualified and independent external Certified Public Accountant and that CONTRACTOR shall secure such an audit. If CONTRACTOR is a state or local government, such audit shall be performed in conformity with the federal Single Audit Act of 1984, Public Law 98-502, Title 31, Section (2),v, Chapter 75, U.S.C. If CONTRACTOR is a private non-profit entity, the auditor shall meet the independence criteria of Chapter 3, Part 3 of the U.S. General Accounting Office publication, "Standards for Audit of Governmental Organizations, Programs, Activities and Functions". If CONTRACTOR is a non-profit sub-recipient of federal funds, CONTRACTOR shall submit an annual federal compliance audit to COUNTY in conformity with OMB Circular A-133, which applies the federal Single Audit Act of 1984, Public Law 98-502, to non-profit organizations. Except for federal compliance audits, if CONTRACTOR is a profit-making entity, it shall comply with audit requirements for non-profit organizations for the purposes of this contract. The audit shall include, at a minimum, assurances that: 1) financial statements present fairly the financial position of the CONTRACTOR; 2) costs charged to COUNTY are appropriate; and 3) CONTRACTOR is complying with conditions of the contract. The CONTRACTOR is responsible for either including subcontractors within its own annual audit or assuring that separate independent audits are conducted and submitted to COUNTY for each subcontractor.

h. Limited Scope and Full Audits, including the Management Letter associated with the audit and all specifications identified in the COUNTY financial procedures (*Subcontractors Financial Policy and Procedures Manual*) shall be submitted to the COUNTY within two weeks from the date of the report, but in no case later than the 20th calendar day of the 6th month after the end of the CONTRACTOR'S fiscal year. If CONTRACTOR'S fiscal year ends during the term of this contract, the audit may cover the CONTRACTOR'S fiscal year. Failure to submit required audits and Management Letter by specified deadlines shall be cause for withholding of contract payments until audits are submitted.

i. CONTRACTOR, if it is a nonprofit organization, shall submit its annual Federal 990 Tax forms and Oregon State CT-12 Tax forms to COUNTY within 30 calendar days of their due date.

j. CONTRACTOR shall establish and maintain systematic written methods to assure timely and appropriate resolution of review/audit findings and recommendations.

**10. Grievances**

CONTRACTOR must establish a system of written procedures through which a client or family member may present grievances about the operation of CONTRACTOR'S services, consistent with applicable provisions in Part C., Program General Conditions, of this contract. CONTRACTOR shall provide these written procedures to the COUNTY and shall make them readily accessible and available to clients, such as through the posting or distribution of the procedures in areas frequented by clients. CONTRACTOR shall, upon request, provide advice to such persons as to the grievance procedure.

**11. Indemnification**

CONTRACTOR agrees to indemnify, defend, and save harmless COUNTY, the State of Oregon, and other funding sources, and their agents and employees against all liability, loss, and costs arising from actions, suits, claims, or demands attributable to or allegedly attributable to acts or omissions of CONTRACTOR, its employees, agents, or subcontractors. CONTRACTOR further agrees to defend COUNTY, the state, and other funding sources, their agents and employees, against all suits, actions, or proceedings brought against them in connection with CONTRACTOR'S performance of its duties under this contract. If CONTRACTOR is a public agency, this indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

**12. Independent Contractor Status**

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

**13. Insurance, Bonding, and Workers Compensation**

a. By signing this contract, CONTRACTOR certifies that it has and shall at all times keep in effect, a Comprehensive or Commercial General Liability Insurance Policy issued by a company deemed acceptable by the COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated "B+ or better" by Best's Insurance Rating. The COUNTY reserves the right to reject all or any insurance carriers with an unacceptable financial rating. Such liability insurance shall have limits provided therein of at least \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence, \$200,000 for injury to any one person, and \$500,000 for total injuries and/or damages arising out of a single accident or occurrence. These limits shall not limit indemnities under the Indemnification section of this contract. COUNTY, and the State of Oregon if contract funds come through that office, shall be named as an additional certificate holder on the insurance policy. CONTRACTOR shall not receive reimbursement under this contract until proof of current liability insurance coverage as defined in this section has been submitted to COUNTY. CONTRACTOR shall also submit proof of insurance renewal if the insurance period ends during the contract period.

b. While this contract continues in effect, the liability insurance policy shall provide for notice of nonpayment of premiums by the insuring carrier to COUNTY and a statement that such insurance shall not be canceled or released except upon thirty (30) calendar days prior written notice to COUNTY. In addition, in the event of unilateral cancellation or restriction by CONTRACTOR'S insurance company of any insurance required herein, CONTRACTOR shall notify COUNTY orally and in writing within three (3) working days of notification by the insurance company to the CONTRACTOR. CONTRACTOR shall promptly pay when due the cost of all such insurance. If it fails to do so, the COUNTY may, at its option, pay the same and CONTRACTOR shall reimburse COUNTY immediately upon demand. Failure to maintain liability insurance as provided in this contract may be cause, at COUNTY'S option, for immediate termination of this contract.

c. In the event that ORS 30.270 is amended to increase the amount of liability, CONTRACTOR shall abide by any statutory changes.

d. All property and equipment purchased and received by CONTRACTOR under this contract must be insured by CONTRACTOR against fire, theft, and destruction to assure continuation of contract services.

e. CONTRACTOR (except City, County, and State Governments, municipalities, and public school districts) shall obtain and maintain at all times during the term of this contract a fidelity bond (dishonesty policy) of not less than \$10,000 effective at the time the contract commences, covering activities of all persons responsible for collection and expenditures of funds in accordance with OAR 309-13-020(7) EXPENSES, subsection (b)(C) Audit Guidelines. A certificate evidencing the existence of the bond shall be furnished within thirty (30) calendar days of contract approval; contract reimbursement after the thirty days will be dependent upon receipt by the COUNTY of the certificate.

f. CONTRACTOR shall maintain Workers Compensation insurance coverage for all non-exempt workers, employees, and subcontractors either as a carrier insured employer or a self-insured employer as provided in Chapter 656 of Oregon Revised Statutes. Contractors who perform the work without assistance or labor of any employee need not obtain such coverage. CONTRACTOR shall not initiate service nor receive reimbursement under this contract until proof of current workers compensation coverages defined in this section has been submitted to COUNTY.

g. If CONTRACTOR provides transportation under this contract, CONTRACTOR shall maintain in effect during the term of this contract, Automobile Liability Insurance with a combined single limit per occurrence of not less than \$500,000. In addition, CONTRACTOR shall maintain throughout the life of this contract, Automobile Collision and Comprehensive Insurance coverages on all vehicles purchased with COUNTY funds under this contract. Collision and Comprehensive coverages shall have amounts that will protect the interests of the COUNTY, state, and CONTRACTOR in case of damage or loss to vehicles purchased with COUNTY funds. COUNTY and state shall be named Loss Payee and such insurance shall be evidenced on a Certificate of Insurance sent to COUNTY within thirty (30) calendar days of contract execution. CONTRACTOR shall assure that its insurance carrier is aware that transportation is provided for payment, and the insurance policy covers these services. CONTRACTOR shall also assure that any drivers under this contract have a license in good standing with the Department of Motor Vehicles.

h. In lieu of filing the certificates of insurance, bonding, and Workers Compensation as required by COUNTY, CONTRACTOR may furnish to COUNTY a declaration that CONTRACTOR is self-insured with public liability and property damage coverage at least equivalent to the amounts set forth in this section. COUNTY reserves the right to request any additional documentation it deems necessary to assess CONTRACTOR'S self-insurance program.

#### 14. Integration

The contract, including any documents incorporated by reference into this contract, contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements.

#### 15. Litigation Notice

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

#### 16. Monitoring and Enforcement

a. COUNTY is responsible for monitoring and auditing the activities of CONTRACTOR to ensure that all services provided by CONTRACTOR under this contract conform to state, federal, and COUNTY standards and other performance requirements specified in the contract. COUNTY shall take all appropriate management and legal action necessary to pursue this responsibility. This includes fiscal and program monitoring.

b. CONTRACTOR shall permit inspection of program, facilities, clinical, and fiscal records by authorized agents of COUNTY, State, and/or federal governments. CONTRACTOR shall also provide for program and facility reviews, including meetings with consumers, review of service and fiscal records, policies, and procedures, staffing patterns, job descriptions, and

meetings with any staff directly or indirectly involved in the performance of this contract, when requested to do so by COUNTY for purpose of contract monitoring or audit performance. In cases of suspected fraud by applicants, employees, subcontractors, or vendors, CONTRACTOR shall cooperate with all appropriate investigative agencies and shall assist in recovering misappropriated funds.

c. If CONTRACTOR materially fails to comply with terms of this contract and all attempts to resolve the issue at the lowest possible administrative level have been exhausted, COUNTY may take one or more of the following actions:

- 1) Temporarily withhold cash payments pending correction of the deficiency by CONTRACTOR or pending more severe enforcement action by COUNTY.
- 2) Disallow all or part of the cost of the activity or action not in compliance.
- 3) Wholly or partly suspend or terminate the current award for the CONTRACTOR'S program.
- 4) Withhold further awards for the program.
- 5) Take other remedies that may be legally available.

## 17. Nondiscrimination and Cultural Competence

a. CONTRACTOR agrees to comply with all applicable requirements of federal, state, and local civil rights and rehabilitation laws, statutes, rules, and regulations, in accordance with Part D. Certificate of Nondiscrimination.

b. CONTRACTOR agrees to submit to COUNTY and implement a written plan in accordance with the Department of Community and Family Services' Cultural Competency Standards. The plan will outline policies and activities that promote culturally competent services. The plan must address, at a minimum, the following topics:

- 1) Non-Discrimination and Affirmative Action
- 2) Accessibility to Services
- 3) Training
- 4) Culturally Appropriate and/or Specific Programs and Services
- 5) Community Outreach
- 6) Plan Evaluation.

This plan shall be submitted to COUNTY no later than six months after contract execution.

## 18. Operating Hours

CONTRACTOR shall notify COUNTY ten (10) working days in advance of any change in operating hours, temporary closure of admissions to any service funded through this contract, or temporary closure for any reason other than CONTRACTOR'S standard holidays designated in the contract. In the case of unanticipated closures, CONTRACTOR shall immediately notify COUNTY.

## 19. Ownership of Work Product

Under fee-for-service contract conditions, property and work products provided by CONTRACTOR are property of CONTRACTOR, except for billing documentation (e.g., client files and client assistance invoices) and work products that are specifically purchased through this contract, which are the exclusive property of COUNTY. Under cost reimbursement or service capacity contract conditions, property and work products provided by CONTRACTOR are property of COUNTY. Work products include books, documents, papers, audits, and client and other records of the CONTRACTOR which are directly pertinent to this contract. Upon termination of this contract, property and work products that are the property of the COUNTY shall be turned over to the COUNTY or, upon approval by COUNTY, the new provider of service.

**20. Payment Terms and Reports: All Contracts**

a. CONTRACTOR shall be reimbursed for specific services based on the payment terms set forth under Attachment A. and Statement of Work of this contract. Payment terms and reports for that payment method and basis shall apply to the CONTRACTOR.

b. Expenditures of the CONTRACTOR under service capacity or cost reimbursement contracts, may be charged to this contract only if they are: 1) in payment for services performed under this contract; 2) expensed in conformance with all applicable state and federal regulations and statutes; 3) in payment of an obligation incurred during the contract period; and 4) not in excess of one hundred percent of allowable program costs. For fee-for-service contracts, services of the CONTRACTOR may be charged to this contract only if the services are: 1) included in this contract; 2) performed in conformance with all applicable state and federal regulations and statutes; 3) rendered during the contract period; and 4) not in excess of one hundred percent of designated allocation. Any refunds to the federal government resulting from federal audits of CONTRACTOR'S program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within twenty working days of receipt of formal notification by COUNTY of disallowance of CONTRACTOR expenditures.

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

d. All final requests for payment shall be received by the Department of Community and Family Services within thirty (30) calendar days following the end of this contract term. Final requests for payment documents not received by the Department of Community and Family Services within the specified time frame shall not be processed and the expense shall be the sole responsibility of the CONTRACTOR.

e. Notwithstanding any other payment provision of this contract, failure of CONTRACTOR to submit required reports when due, comply with federal audit standards, repay disallowed costs, perform or document the performance of contracted services, or maintain services at program standards, may result in the withholding and/or reduction of payments under this contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required services, or establishes, to COUNTY'S satisfaction, that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR.

**21. Payment Terms and Reports: Fee for Service**

a. COUNTY shall pay amounts due to CONTRACTOR upon receipt of properly executed payment requests submitted by CONTRACTOR on forms approved by COUNTY. At a minimum, forms shall document number of service units provided, contract rates, and amount requested per service. Fee-for-service billings for client services shall be supported by signed, dated documentation in the client file or chart for each unit of service billed.

b. Required fiscal, program, and progress reports, which support payment requests, shall be submitted according to timelines approved by COUNTY.

## 22. Payment Terms and Reports: Service Capacity

a. Service capacity program contracts may be paid on a per invoice payment method or in equal monthly allotments of annual contract amounts adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-utilization of contracted capacity.

b. Payment of service capacity contracts is triggered by receipt by COUNTY of required utilization reports; where federal or state rules so require, other reports, such as annual budgets and expenditure reports, may also be required for payment. These requirements are included in the Department of Community and Family Services' *Subcontractor's Financial Policy and Procedures Manual*. CONTRACTOR shall have sole responsibility for submitting required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed (invoiced) costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. For Monthly Allotment payment methods, monthly Utilization Reports are due the 20th calendar day of the month following service.

d. Reported utilization shall be supported by properly executed client registers or files in accordance with COUNTY program instructions, Oregon Administrative Rules, and applicable federal requirements. Utilization shall be identified by service element.

## 23. Payment Terms and Reports: Cost Reimbursement

a. Cost Reimbursement contracts may be paid on a per invoice method or in equal monthly allotments of annual contract amounts, adjusted periodically to reflect:

- 1) Increases or decreases in annual contract amounts;
- 2) Amounts of client services contributions, if applicable;
- 3) Under-expenditures of reimbursement-based contract amounts.

b. Payment of monthly allotments or reimbursed costs is triggered by receipt by COUNTY of required expenditure reports. CONTRACTOR shall have sole responsibility to submit required reports in order to obtain contract payments. If required reports are received on time and are complete and correct, COUNTY agrees to process monthly allotments to be received by CONTRACTOR by the 10th calendar day of each month. For reimbursed costs, COUNTY agrees to process payment requests within ten working days of receipt of billing.

c. Monthly Expenditure Reports are due the 20th calendar day of the month following incurred expenditures. Quarterly Year-to-Date Budget Comparisons are due the 20th calendar day of the month following each calendar quarter. The initial Annual Budget is due within one month and twenty (20) calendar days of contract effective date; revised annual budget(s) is due within thirty (30) calendar days of COUNTY'S receipt of executed contract amendments if cumulative year-to-date changes for that service element exceed 25%. If required, the Annual State MHDDSD Carryover Report is due November 20th following the end of the contract year or within thirty (30) calendar days of contract termination if prior to June 30. COUNTY shall provide notification, forms, and instructions to CONTRACTOR subject to carryover reporting at least thirty (30) days prior to the report due date.

d. Reported expenditures shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, and/or any other accounting documents pertaining in whole or in part to the contract, in accordance with Generally Accepted Accounting Principles (GAAP), Oregon Administrative Rules, and applicable federal requirements. Expenditures shall be segregated by service element within the agency accounting system and so reported on the required fiscal reports. All

above-referenced accounting documents shall be maintained within a local facility of the CONTRACTOR, and contractual funds shall be maintained within local financial institutions. For cost-reimbursement programs, a final report is required at the end of the contract year, which documents expenditures up to the contract amount.

**24. Program Reporting Requirements**

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

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

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

d. All final program reports shall be submitted to the COUNTY by the thirtieth (30th) calendar day following the end of the effective period for that program.

**25. Property Management**

CONTRACTOR shall be responsible for all property purchased with operational (expended through depreciation), specific award, and/or start-up funds awarded in this contract. All property purchased with funds awarded in this contract is the property of the COUNTY and/or State Division/Department awarding such funds. This does not include property purchased by CONTRACTOR under a fee-for-service arrangement, unless the funds were specifically allocated for the purchase of such property.

CONTRACTOR shall meet the following procedural requirements for all such property:

a. Property records shall be maintained accurately and provide for a description of the property; whether the item or property purchased was new or used; manufacturer's serial number; acquisition date and cost; source of the property; percentage of State and/or COUNTY funds used in the purchase of property; and location, use, and condition of the property.

b. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of property. All such property shall be properly maintained and kept in good condition. Any loss, damage, or theft of the property shall be investigated, fully documented, and reported to the COUNTY within thirty (30) days of occurrence.

**26. Record Retention**

All books, documents, papers, or other records, including but not limited to client records, income documentation, statistical records, and supporting documents pertinent to this contract shall be retained for three years from the date of expiration or termination of this contract, unless otherwise specified in Part C. Program General Conditions or except as follows:

a. If any audit questions remain unresolved at the end of this three year period, all records shall be retained until resolution.

b. Records involving matters in litigation shall be kept no less than one year after resolution of all litigation, including appeals.

c. The retention period for real property and equipment records starts from the date of the disposition, replacement, or transfer at the direction of the federal government.

d. Records for any displaced person shall be retained for three years after such person has received final payment.

e. Records pertaining to each real property acquisition shall be retained for three years after settlement of the acquisition or until disposition of the applicable relocation records, in accordance with paragraph d above, whichever is later.

## 27. Religious Content

CONTRACTOR acknowledges that there will be no religious content or materials disseminated in any part of the programs or services funded under this contract. This is not intended to abridge a client's individual right to exercise freedom of religion and/or speech.

## 28. Severability

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

## 29. Termination

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

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

- 1) Upon notice of denial, revocation, suspension, or nonrenewal of any license or certificate required by law or regulation to be held by CONTRACTOR to provide a service under this contract.
- 2) Upon notice if CONTRACTOR fails to start up services on the date specified in this contract, fails to continue to provide services for the entire contract period, or fails to comply with terms and conditions of contract, including submission of complete and accurate reports.
- 3) Upon notice if COUNTY has evidence that CONTRACTOR has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- 4) If the contract between COUNTY and any funding source for provision of services is terminated in whole or in part by the funding source for any reason.
- 5) Evidence of CONTRACTOR'S financial instability which COUNTY deems sufficient to jeopardize customary levels and/or quality of services.
- 6) Upon evidence of improper or illegal use of funds provided under this contract.
- 7) If CONTRACTOR is suspended, debarred, proposed for disbarment, declared ineligible or voluntarily excluded from participating in agreement or contract with any federal agency.

c. For programs with fee-for-service and service capacity payment terms, COUNTY may require that all services be suspended upon delivery of a notice to terminate the contract, and any additional services must have prior approval by COUNTY. For contracts with cost-reimbursement payment terms, costs of CONTRACTOR resulting from obligations incurred by CONTRACTOR during a suspension or after termination of award are not allowable unless expressly authorized by

COUNTY in writing. Other CONTRACTOR costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if they result from obligations properly incurred prior to suspension or termination, are not in anticipation of that action, are noncancellable, and would be allowable if the award were not suspended or terminated.

d. Upon termination, unless contract obligations are suspended, payment of CONTRACTOR shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this contract.

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

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

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

g. COUNTY may withhold part or all of the final payment upon contract termination pending receipt of final reports.

### 30. Transition of Services

In the event that a Request for Proposal conducted during the fiscal year results in the award of the contract to a different provider or COUNTY terminates or decides not to renew the contract for any reason, CONTRACTOR agrees to make every reasonable effort to assure a smooth transition. CONTRACTOR shall take steps to assure that necessary case files are transferred to the new CONTRACTOR, pursuant to federal/state regulations on confidentiality.

## PART C. PROGRAM GENERAL CONDITIONS: CHILD, YOUTH, AND FAMILY SERVICES

### 1. Program Principles

Services funded through Child, Youth, and Family Programs are:

- a. Based in the community;
- b. Focused upon support for families with children and young people, however configured;
- c. Based upon the strengths of program participants and are intended to build the resiliency of program participants;
- d. Integrated into the larger systems of child, youth, and family services;
- e. Provided in a manner which is developmentally appropriate, and
- f. Provided in a manner which is culturally appropriate and relevant.

CONTRACTOR shall provide the services identified in this contract in a manner that is consistent with these principles.

### 2. Service Standards

a. As a minimum service performance standard, CONTRACTOR shall provide services at at least 80 percent of planned service levels unless COUNTY states otherwise. Failure to perform at at least at 80 percent may cause the COUNTY to take corrective action, including service level adjustment, allocation/funding amount revision, and/or contract termination.

b. CONTRACTOR accepts responsibility for projecting monthly service levels and expenses to maintain service provision at mutually agreed upon levels throughout the contract period, unless otherwise specified by COUNTY.

c. Provision of services under this contract is restricted to the Multnomah County geographic area.

d. CONTRACTOR agrees to provide additional resources, financial or other, to the support of services under this contract.

e. CONTRACTOR shall implement and/or maintain a process by which affected/interested members of the community participate regularly in the determination of service provision issues.

f. CONTRACTOR shall maintain a level of activism in the community for the purposes of building community resiliency and supporting social change.

g. Provision of services under this contract shall be done in compliance with Child, Youth, and Family Programs *Contract Provider Program Standards* and specific *Program Instructions* incorporated into this contract.

## PART C. PROGRAM GENERAL CONDITIONS: DEVELOPMENTAL DISABILITIES

### 1. Fees

Unless otherwise provided for in program instructions, CONTRACTOR shall charge fees for services provided under this contract as required by ORS 430 and OAR 309.14.030 and shall expend revenue received from such fees only in support of mental health services and/or alcohol and drug services which meet the standards of Oregon Administrative Rules.

### 2. Reporting and Recordkeeping

a. For service elements funded through the State Mental Health and Developmental Disability Services Division, CONTRACTOR agrees to prepare and furnish enrollment and termination information for all clients admitted to the service element in the State Mental Health Division Client Process Monitoring System (CPMS) when that service element is funded wholly or in part by COUNTY or by fees and third party reimbursement generated by the service element, including amounts paid pursuant to Title XIX and any interest earned on such funds. CPMS data shall be reported within seven calendar days of enrollment, and on the first Termination Service Recording (TSR) form received following the termination of a client. Client activity shall be reported monthly on required forms.

b. CONTRACTOR shall maintain a record for each client who receives services under this portion of the contract unless the service precludes delivery of service on a case-by-case basis and client enrollment and reporting in CPMS is not required. The record shall contain client identification; problem assessment; treatment, training, and/or care plan; medical information when appropriate; progress notes including termination summary and a current Client Evaluation Record for other assessment or evaluation instrument as designated by COUNTY. Records shall be retained for seven years and in accordance with OAR 166-05-000 through 166-40-1050.

### 3. Retention of Revenue and Earned Income

All CONTRACTOR fees and third-party reimbursements up to and including the contracted billing limitation, including all amounts paid pursuant to Title XIX of the Social Security Act by the Department of Human Resources, and interest earned on such funds belong to CONTRACTOR provided that such funds are expended for mental health services meeting the standards of the State Mental Health and Developmental Disability Services Division.

### 4. State Licenses

CONTRACTOR must maintain applicable licenses from the State of Oregon Mental Health and Developmental Disability Services Division (ORS 443.410 and 443.725) in order to continue contracting for services through the COUNTY.

*Katie Gentry* 4/18/96

## PART D: CERTIFICATES

### CERTIFICATE REGARDING COMPLIANCE WITH SPECIAL STATE AND FEDERAL REQUIREMENTS

CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with applicable federal and state laws, rules, and regulations governing services and programs under contract, including the following:

#### 1. Accessibility

CONTRACTOR shall comply with the Americans with Disabilities Act of 1990 (P.L. 101.336), ORS 30.670 to ORS 30.685, ORS 659.425, ORS 659.430, and all regulations and administrative rules established pursuant to those laws, in the construction, remodeling, maintenance, and operation of any structures and facilities, and in the conduct of all programs, services, training, educational or otherwise, conducted by CONTRACTOR.

#### 2. Application, Acceptance, Use and Audit of Federal and State Funds

CONTRACTOR agrees to comply with: a) OMB Circulars related to the application, acceptance, use, and audit of federal funds (Nos. A-87: Cost Principles for State and Local Governments; A-102: Grants-in-Aid to State and Local governments; A-128: Audits of State and Local Governments; A-110: Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-profit Organizations; A-122: Cost Principles for Non-profit Organizations; and A-133: Audits of Institutions of Higher Education and other Non-profit Organizations); b) 45 CFR Part 74 Subpart Q and 45 CFR Part 92, Subpart C as they relate to direct and indirect costs; and c) applicable sections of 24 CFR Part 85.

For State funds, CONTRACTOR agrees to comply with Oregon Administrative Rules OAR 309-13-020 Audit Guidelines, 309-13-075 through 309-13-105 Fraud and Embezzlement, and 309-14-030 Standards for Management of all Service Elements.

#### 3. Department of Energy

a. In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the CONTRACTOR by the Department of Energy, this assurance obligates the CONTRACTOR for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the CONTRACTOR for the period during which it retains ownership or possession of the property.

b. CONTRACTOR agrees to compile and maintain information pertaining to programs or activities developed as a result of the CONTRACTOR'S receipt of federal assistance from the Department of Energy. Such information shall include, but is not limited to:

- 1) The manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination;
- 2) The population eligible to be served by race, color, national origin, sex, age, and handicap;
- 3) Data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English;
- 4) The location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of discrimination;

*Katie Gentry* 4/18/96

- 5) The present or proposed membership by race, color, national origin, sex, age, and handicap, in any planning or advisory body which is an integral part of the program; and
- 6) Any additional written data determined by the Department of Energy to be relevant to its obligation to assure compliance by CONTRACTOR with applicable laws.

c. CONTRACTOR agrees to submit requested data to the Department of Energy regarding programs and activities developed by the CONTRACTOR from the use of federal assistance funds extended by the Department of Energy. Facilities of the CONTRACTOR (including physical plants, buildings, or other structures) and all records, books, accounts, and other sources of information pertinent to the CONTRACTOR'S compliance with the civil rights laws shall be made available for inspection during normal business hours on request of an officer or employee of the Department of Energy specifically authorized to make such inspections. Instructions in this regard will be provided by the Director, Office of Equal Opportunity, U.S. Department of Energy.

d. This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (excluding procurement contracts), property, discounts, or other federal assistance extended after the date hereto, to the CONTRACTOR by the Department of Energy, including installment payments on account after such date of application for federal assistance which are approved before such date. The CONTRACTOR recognizes and agrees that such federal assistance will be extended in reliance upon the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the CONTRACTOR, its successors, transferees, and assignees, as well as the person whose signature appears below and who is authorized to sign this assurance on behalf of the CONTRACTOR.

#### 4. Displaced Persons

CONTRACTOR agrees to comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

#### 5. Drug-Free Workplace

CONTRACTOR certifies that it will provide a drug-free workplace in compliance with the federal "Drug-Free Workplace Act of 1988" by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b. Establishing a drug-free awareness program to inform employees about 1) the dangers of drug abuse in the workplace; 2) CONTRACTOR'S policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations;

c. Making it a requirement that each employee to be engaged in the performance of this contract be given a copy of the statement required above;

d. Notifying the employee in the statement required above that as a condition of employment on such contract, the employee shall abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

e. Notifying the COUNTY within 10 days after receiving notice under paragraph d. above from an employee or otherwise receiving actual notice of such conviction;

f. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5154 of the Drug-Free Workplace Act of 1988;

*Katie Duff* 4/18/96

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f. above.

**6. Energy Conservation**

CONTRACTOR agrees to comply with all standards and policies relating to energy efficiency which are contained in any approved State of Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165).

**7. Environmental Protection**

a. CONTRACTOR ensures that if the sums payable under this contract exceed one hundred thousand dollars, CONTRACTOR shall comply with all applicable standards, orders, and requirements issued under Section 306 of the Clean Air Act (42 USC 1857 H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). CONTRACTOR additionally agrees to promptly report all infractions to the state, federal grantor agency, and to the U.S. Environmental Protection Agency.

b. CONTRACTOR ensures that facilities under its ownership, lease, or supervision which shall be used in the accomplishment of services under this contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it shall notify the Department of Energy or Department of Health and Human Services of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

**8. Federal Alcohol Drug Abuse and Mental Health Block Grant**

CONTRACTOR shall comply with federal rules and statutes pertaining to the Alcohol Drug and Mental Health and the Social Services (formerly Title XX) Block Grants, including the Public Health Services Act, especially sections 1914(b)(1-5), 1915(c)(12), 1916 (b)(2), and Public Law 97-35. COUNTY and CONTRACTOR agree that federal Alcohol Drug Abuse and Mental Health Block Grant monies, CFDA #93.992, will be restricted to only public or non-profit entities.

**9. Flood Insurance**

CONTRACTOR agrees to comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires purchase of flood insurance in communities where such insurance is available, as a condition for receipt of any federal financial assistance for construction or acquisition in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special floor hazards.

**10. Historic Preservation**

CONTRACTOR agrees to assist the Department of Energy or Department of Health and Human Services in their compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC Section 469a-1 et seq.) by: a. consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by activity under this contract and notifying the appropriate federal department of the existence of any such properties; and b. complying with all requirements established by the Department of Energy or Department of Health and Human Services to avoid or mitigate adverse effects upon such properties.

*Katie Gault* 4/18/96

**11. Lead-Based Paint Poisoning**

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

**12. Lobbying for Funds**

Pursuant to the requirements of Section 1352 of Public Law 101-121, the CONTRACTOR certifies, to the best of its knowledge and belief, that:

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**13. Minimum Wage and Maximum Hours**

CONTRACTOR agrees to comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local governments, and ORS 279.312 (Concerning payment of Laborers and Materialmen, contributions to Industrial Accident fund, liens, and withholding taxes), 279.314 (Concerning payment of claims by public officers), 279.316 (Concerning hours of labor), and 279.320 (Concerning payment for medical care and attention to employees).

**14. Oregon Tax Laws**

CONTRACTOR assures, under penalty of perjury, that it is not in violation of any Oregon tax laws. For the purposes of this certificate, "Oregon tax laws" means the State inheritance tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, the homeowners and renters property tax-relief program and local taxes administered by the Department of Revenue (Multnomah County Business Income Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan Transit District Self-Employment Tax).

*Katie Beut* 4/18/96

**15. Political Activity of Employees**

CONTRACTOR agrees to comply with provisions of the Hatch Act which limits the political activity of employees supported with public funds.

**16. Pro-Children Act of 1994**

The Pro-Children Act of 1994 (P.L. 103-227) requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantees. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

**17. Recycling**

CONTRACTOR shall use recyclable products to the maximum extent economically feasible in the performance of services set forth in the contract.

## CERTIFICATE REGARDING NONDISCRIMINATION

1. CONTRACTOR hereby certifies that, to the best of its knowledge, it is in compliance with federal, state, and local laws, rules, and regulations governing equal employment opportunity and nondiscrimination, including:

- a. 45 CFR, Part 74 and 24 CFR Parts 85 and 570.
- b. Executive Order 11063 and Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Federal Acquisition Regulations 48 CFR part 1520 and Department of Labor Regulations 41 CFR Part 60
- c. Titles VI and VII, Civil Rights Act of 1964 (42 USC Section 2000d)
- d. Title VIII, Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988
- e. Title XIX, Social Security Act
- f. Section 16, Federal Energy Administration Act of 1974
- g. Section 401, Energy Reorganization Act of 1974
- h. Title IX, Education Amendments of 1972, as amended
- i. Section 504, Rehabilitation Act of 1973
- j. Age Discrimination Act of 1975
- k. Department of Energy Organization Act of 1977
- l. Energy Conservation and Production Act of 1976, as amended
- m. Americans With Disabilities Act of 1990, Public Law 101-336 and enacting regulations of the EEOC and Department of Justice
- n. Section 109, Housing and Community Development Act of 1974
- o. Section 3 of the Housing and Urban Development Act of 1968
- p. Multnomah County policy on nondiscrimination.

2. Concerning employment, CONTRACTOR assures it will not discriminate against any employee or applicant for employment. This includes refusal to hire, employ or promote, and barring, discharge, dismissal in compensation, suspension, demotion, or discrimination in work activities and training opportunities. Specific protections include: age, sex, marital status, race, creed, national origin, color, handicap, familial status, and sexual orientation.

3. Concerning program benefits, CONTRACTOR assures that no person in the United States shall, on the grounds of race, color, national origin, sex, age, marital status, familial status, sexual orientation, or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the CONTRACTOR receives federal assistance. Where appropriate, CONTRACTOR shall take necessary and appropriate steps to prevent discrimination in federally assisted housing and lending practices related to loans insured or guaranteed by the federal government.

4. Concerning Subcontractors and Suppliers, no contractor, subcontractor, union, or vendor engaged in any activity under the Community and Family Services Division contract(s) shall discriminate in the sale of materials, equipment, or labor on the basis of age, sex, sexual orientation, marital status, familial status, race, creed, color, national origin, or handicap, nor shall any contractor, subcontractor, union, or vendor engage in discriminatory employment practices as described above.

5. In carrying out these assurances, CONTRACTOR assures that it will, by the effective date of this contract:

- a. Formally adopt a Nondiscrimination Policy, or its essential content, through Board of Director action;
- b. Assure that all programs, activities, and services are not exclusive but rather are open and accessible to all eligible participants;
- c. Incorporate principles of the Nondiscrimination Policy in agency publicity and printed materials directed to program participants, employees, and applicants, including but not limited to: 1) statements of nondiscrimination, such as "Equal

*Katie Bantz* 4/18/96

Opportunity Employer", in general information such as program brochures, annual reports, plans, and job announcements; and  
2) posting Nondiscrimination Policy or its equivalent in a prominent public location;

d. Ensure that agency hiring practices eliminate pre-employment inquiries related to general health or disability questions;

e. Train staff or receive training for staff on needs of minorities and persons with speech, hearing, vision, and mobility impairments on issues such as: communication skills, community resources for minority elderly and persons with disabilities, availability and use of auxiliary aids, cross-cultural differences;

f. Develop internal procedures to ensure access to information on existence and location of services, activities, and accessible facilities to persons with speech, hearing, vision, or mobility impairments, and to persons with limited spoken English or reading skills;

g. Assure that no recipient or other persons shall intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privileges secured by this policy, or because he/she has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this policy. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of this policy.

*Katie Deitz* 4/18/26  
Date

**CERTIFICATE REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS**

1. CONTRACTOR certifies to the best of its knowledge and belief that neither it nor any of its principles:

a. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

b. Have within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subparagraph 1. b. of this certification; and

d. Have within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the prospective CONTRACTOR is unable to certify to any of the statements in this certification, such prospective CONTRACTOR shall attach an explanation to this proposal.

*Kate Gantz* 4/18/96

**PART E: SIGNATURES**

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

MULTNOMAH COUNTY

CONTRACTOR

City of Portland-Parks and Recreation

BY *Lolene Rae* 5/20/96  
Department of Community and Family Services Director Date

BY \_\_\_\_\_  
Agency Authorized Signer Date

BY *Beverly Stein* 6/6/96  
Beverly Stein Date  
Multnomah County Chair

BY \_\_\_\_\_  
Agency Authorized Signer Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-7 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

MEETING DATE: JUN 6 1996

AGENDA #: C-8

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: INTER-GOVERNMENTAL AGREEMENT WITH CLACKAMAS COUNTY

BOARD BRIEFING: DATE REQUESTED: June 6, 1996

REQUESTED BY: Sherine Murphy

AMOUNT OF TIME NEEDED: 5 minutes

REGULAR MEETING: DATE REQUESTED: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

DEPARTMENT: Community Corrections DIVISION: \_\_\_\_\_

CONTACT: Sherine Murphy TELEPHONE #: x6624

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Patrick Brun

ACTION REQUESTED:

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

SUGGESTED AGENDA TITLE:

6/6/96 ORIGINALS TO SHERINE MURPHY

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 28 AM 11:42  
MULTNOMAH COUNTY  
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)  
DEPARTMENT  
MANAGER: M. Tamara Holden  
Tamara Holden, Director of Community Corrections

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



### CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900106

Amendment # 1

<p><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000	<p><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement  <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS          AGENDA # <u>C-8</u> DATE <u>6/6/96</u>  <u>DEB BOGSTAD</u>          BOARD CLERK</p>
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Department Community Corrections Division \_\_\_\_\_ Date 5/10/96

Contract Originator Mike King Phone \_\_\_\_\_ Bldg/Room 161/600

Administrative Contact Sherine Murphy Phone x6624 Bldg/Room 161/600

Description of Contract Amendment to an Intergovernmental Agreement with Clackamas to pay for telecommunication services.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Clackamas County  
 Mailing Address 1024 Main Street  
Oregon City, OR 97045-1051  
 Phone 655-8603  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1995  
 Termination Date June 30, 1996  
 Original Contract Amount \$ 155,099  
 Total Amount of Previous Amendments \$ --  
 Amount of Amendment \$ 6,240  
 Total Amount of Agreement \$ 161,328

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ 13,444.00  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.  
 Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

Encumber: Yes  No   
 Date 5-17-96  
 Date \_\_\_\_\_  
 Date 5/20/96  
 Date June 6, 1996  
 Date \_\_\_\_\_

**REQUIRED SIGNATURES:**  
 Department Manager M. Tamara Holden  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel [Signature]  
 County Chair / Sheriff [Signature]  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	156	021	2834								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MULTNOMAH COUNTY DEPARTMENT OF COMMUNITY CORRECTIONS  
CONTRACT 900106, AMENDMENT #1

DURATION OF AMENDMENT: July 1, 1995 TO: June 30, 1996  
CONTRACTOR NAME: Clackamss County  
CONTRACTOR ADDRESS 1024 Main Street, Oregon City, OR 97045-1051

This amendment is for the inter-governmental agreement dated July 1, 1995, between the Multnomah County Department Community Corrections and Clackamas County. It is understood by the parties that all conditions and agreements in the original contract are still in force and apply to this amendment, unless specifically superseded by the language in this agreement.

PART I. CHANGES

Amendment #1 adds the following service to this agreement:

Multnomah County agrees to pay Clackamas County \$520 per month not to exceed \$6,240 retroactive from July 1, 1995, for the continued use of the telecommunication system (telephone, one fax line, and one data transmission line) during the 1995-1996 Intergovernmental Agreement. Long distance charges will not be the responsibility of Clackamas County.

This instrument contains the amendment agreement between the parties.

Multnomah County Board of Commissioners

Clackamas County Board of Commissioners

*Beverly Stein* 6/6/96  
Beverly Stein Date  
Chair

Judie Hammerstad  
Judie Hammerstad Date  
Chair

Ed Lindquist  
Ed Lindquist Date  
Commissioner

Multnomah County Department of Community Corrections

*Tamara Holden* 5/17/96  
Tamara Holden Date  
Director

Darlene Hooley  
Darlene Hooley Date  
Commissioner

APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS  
AGENDA # C-8 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

Signing on behalf of the Board

Jono Hildner Date  
Administrator of Human Resources

APPROVED AS TO FORM:

Approved as to Content:

Lawrence Kressel  
Multnomah County Counsel

By: *Reginald*  
Date: 5/20/96

Terry Gassaway  
Division Manager

MEETING DATE: JUN 6 1996

AGENDA #: C-9

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Inter-Governmental Agreement with Clackamas County for Rental Agreement

BOARD BRIEFING:

DATE REQUESTED: 6/6/96

REQUESTED BY: Sherine Murphy

AMOUNT OF TIME NEEDED: 5 minutes

REGULAR MEETING:

DATE REQUESTED: [Redacted]

AMOUNT OF TIME NEEDED: [Redacted]

DEPARTMENT: Department of Community Corrections

DIVISION: \_\_\_\_\_

CONTACT: Sherine Murphy

TELEPHONE #: 248-3701, x6624

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Patrick Brun

#### ACTION REQUESTED:

INFORMATIONAL ONLY    POLICY DIRECTION    APPROVAL    OTHER

#### SUGGESTED AGENDA TITLE:

IGA Clackamas County and Multnomah County regarding the use of the Milwaukie Work Release Facility.

*6/6/96 ORIGINALS TO SHERINE MURPHY*

#### SIGNATURES REQUIRED:

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: \_\_\_\_\_

*M. Tamara Holden / JJB*

Tamara Holden, Director

BOARD OF COUNTY COMMISSIONERS  
96 MAY 29 AM 11:33  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



# CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 900106  
Amendment # 3

<b>CLASS I</b> <input type="checkbox"/> Professional Services under \$25,000	<b>CLASS II</b> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<b>CLASS III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement  APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-9</u> DATE <u>6/6/96</u> <u>DEB BOGSTAD</u> BOARD CLERK
---	--	--

Department Community Corrections Division \_\_\_\_\_ Date 5/20/96

Contract Originator Mike King Phone 794-8086 Bldg/Room \_\_\_\_\_

Administrative Contact Sherine Murphy Phone \_\_\_\_\_ Bldg/Room 161/600

Description of Contract Intergovernmental Agreement between Clackamas County, and Multnomah County to provide for a facility for a Work Release/Probation Violation Center.

RFP/BID # \_\_\_\_\_ Date of RFP/BID \_\_\_\_\_ Exemption Exp. Date \_\_\_\_\_

ORS/AR # \_\_\_\_\_ Contractor is  MBE  WBE  QRF

Contractor Name Clackamas County Community Cor.  
 Mailing Address 1024 Main Street  
Oregon City, OR 97045-1051  
 Phone 655-8603  
 Employer ID# or SS# \_\_\_\_\_  
 Effective Date July 1, 1996  
 Termination Date June 30, 1997  
 Original Contract Amount \$ 155,088  
 Total Amount of Previous Amendments \$ 6,240  
 Amount of Amendment \$ 161,328 + REQ for repairs  
 Total Amount of Agreement \$ 322,656.00

Remittance Address \_\_\_\_\_ (If Different)

Payment Schedule \_\_\_\_\_ Terms \_\_\_\_\_

Lump Sum \$ \_\_\_\_\_  Due on receipt  
 Monthly \$ \_\_\_\_\_  Net 30  
 Other \$ \_\_\_\_\_  Other \_\_\_\_\_  
 Requirements contract - Requisition required.

Purchase Order No. \_\_\_\_\_  
 Requirements Not to Exceed \$ \_\_\_\_\_

**REQUIRED SIGNATURES:**

Department Manager M Tamara Holden / PB  
 Purchasing Director (Class II Contracts Only) \_\_\_\_\_  
 County Counsel \_\_\_\_\_  
 County Chair / Sheriff \_\_\_\_\_  
 Contract Administration (Class I, Class II Contracts Only) \_\_\_\_\_

Encumber: Yes  No   
 Date 5/23/96  
 Date \_\_\_\_\_  
 Date 5/29/96  
 Date June 6, 1996  
 Date \_\_\_\_\_

VENDOR CODE		VENDOR NAME							TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC ND
01.	156	021	2834								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

**INTERGOVERNMENTAL AGREEMENT  
CLACKAMAS COUNTY - MULTNOMAH COUNTY  
REGARDING THE USE OF THE MILWAUKIE WORK RELEASE FACILITY**

Pursuant to ORS 190.010, MULTNOMAH COUNTY through its Department of Community Corrections (Multnomah) and CLACKAMAS COUNTY (Clackamas) enter into the following Intergovernmental Agreement:

RECITALS

1. Clackamas County operates and maintains a facility known as the Milwaukie Work Release Facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 (facility). This facility has met all zoning requirements for operation as an adult work release facility. This facility is available for use by Multnomah without a negative effect on either county.

2. Multnomah wishes to continue to utilize the premises located at 9200 SE McBrod, Milwaukie, Oregon as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections.

3. The parties agree that no persons whose current offense is a violent and person oriented crime, defined as category 9, 10, or 11 crime outlined by the 1989 Oregon Sentencing Guidelines statutes shall be admitted into the program. [Exhibit A]

4. The parties understand and agree that this agreement is subject to review and approval by the Oregon Liquor Control Commission.

5. The parties agree that Multnomah shall have exclusive use of the facility as a work release facility for adult offenders under the supervision of Multnomah County Community Corrections, under the following terms and conditions:

CONTRACT TERM

A. The term of this contract shall be July 1, 1996 to June 30, 1997, unless earlier terminated by mutual written consent of the parties, or by delivery of written notice by certified mail sixty (60) days in advance of the termination date.

SERVICES TO BE PROVIDED

A. Clackamas County shall make available the facility located at 9200 SE McBrod, Milwaukie, Oregon 97222 for the exclusive use of Multnomah County Community Corrections.

**INTERGOVERNMENTAL AGREEMENT**  
**PAGE 2**

B. Clackamas County shall provide the following services to Multnomah:

1. Maintain the facility in substantially the same condition as it exists. However, the parties agree that any repairs up to \$1,000 necessary to maintain the premises, other than damage caused by occupancy, will be split equally between the parties. Multnomah County will be responsible for repairs necessitated by damaged caused by occupancy.

2. Either party may terminate this agreement if necessary repairs or replacements to the building other than damage caused by occupancy, are in excess of \$1,000.

3. Maintain property damage insurance on the premises, including fire insurance.

4. Provide all utility services including power, gas, lighting, heating, air conditioning, water, sewer, and garbage collection.

5. Provide a telecommunications system including a phone, one fax line, and one data transmission line. (Long distance charges will not be the responsibility of Clackamas.)

6. Provide a .5 FTA maintenance person for the facility.

7. Multnomah County shall notify the maintenance staff of facility repairs within 24 hours of discovery.

8. Provide three meals per day for 34 adult offenders. The meals shall be comparable in quality and nutritional value to the meals provided by Clackamas in its own adult work release facility.

9. Provide one FTE cook to produce the meals, serve the meals, and provide clean-up services associated with preparing and serving of meals.

10. Provide cooking and serving utensils, place settings, etc. for 34 people for three meals per day.

11. Provide bunk style beds and mattresses currently located in the facility as well as desks, chairs, and other office furnishings currently stored in the facility, as identified in an inventory to be completed by Multnomah County and Clackamas County at the time of possession.

COMPENSATION RATES AND MODE OF PAYMENT

Multnomah County agrees to pay Clackamas County \$13,444 per month for the use of the facility and the provision of the services detailed in this agreement. Payments shall be made by Multnomah to Clackamas on a quarterly basis, upon receipt by Multnomah of a written request for payment.

ADMINISTRATIVE PROVISIONS

A. It is understood and agreed that any and all cooks and maintenance workers provided by Clackamas under this agreement are employees of Clackamas County for all purposes including personnel, wages, labor contracts, and worker's compensation, and are not employees, agents, or representatives of Multnomah County for any purpose.

B. This agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution and is contingent upon funds being available therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

C. Indemnification. Clackamas shall defend, indemnify and hold harmless Multnomah from any and all claims or actions by third parties arising out of the conduct of the employees of Clackamas, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution. Multnomah County is responsible for any claims that arise from the condition and maintenance of the facility, except for any specific hazardous condition involving minor maintenance that Clackamas County has been made aware of, but failed to correct.

Multnomah shall defend, indemnify and hold harmless Clackamas from any and all claims or actions by third parties arising out of the conduct of the employees of Multnomah, its agents or representatives, within the limits provided by Oregon law and the Oregon Constitution.

NOTICE

Any notice provided for under the Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States mail, postage prepaid, to the parties as follows:

**MULTNOMAH COUNTY:**

M. Tamara Holden, Director  
Multnomah County Department of Community Corrections  
421 W 5th Suite 600  
Portland OR 97204

**CLACKAMAS COUNTY:**

Terry L. Gassaway, Director  
Clackamas County Community Corrections  
1024 Main Street  
Oregon City OR 97045

INTERGOVERNMENTAL AGREEMENT  
PAGE 5

This instrument contains the entire agreement between the parties and no statement made by any party hereto, or agent thereof, not contained in this written agreement shall be valid or binding. This agreement may not be enlarged, modified, or altered except in writing, signed by the parties, and attached hereto.

Multnomah County Board of  
Commissioners

Beverly Stein 6/6/96  
Chair Date

Clackamas County Board of  
Commissioners

Darlene Hooley \_\_\_\_\_  
Chair Date

Ed Lindquist \_\_\_\_\_  
Commissioner Date

Multnomah County Department of  
Community Corrections

Tamara Holden 5/23/96  
Director Date

Judie Hammerstad \_\_\_\_\_  
Commissioner Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-9 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

Signing on behalf of the Board  
Jono Hildner \_\_\_\_\_  
Administrator of Human Resources Date

APPROVED AS TO FORM:

Lawrence Kressel  
Multnomah County Counsel  
By: Lawrence Kressel  
Date: 5/29/96

Approved as to Content:  
Terry Gassaway \_\_\_\_\_  
Division Manager

Currently, our Conditional Use Permit with the City of Milwaukie excludes from placement Category 11, 10, and 9 crimes as outlined by the 1989 Oregon Sentencing Guidelines Statutes. Thus, anyone with one of the following as a current offense would not be allowed placement:

1. CRIME CATEGORY 11

A. MURDER

2. CRIME CATEGORY 10

- A. MANSLAUGHTER I
- B. RAPE I
- C. SODOMY I
- D. SEXUAL PENETRATION I
- E. ASSAULT I
- F. KIDNAPPING I
- G. ARSON I

(If offense represented a serious threat to life or an economic loss greater than \$50,000.)

3. CRIME CATEGORY 9

A. BURGLARY I

(If offender was armed with a deadly weapon or caused or threatened physical injury, otherwise it would not apply.)

B. ROBBERY I

C. KIDNAPPING II

In addition, we have an agency policy which limits our taking individuals who require medication to control their behavior.

MEETING DATE: JUN 6 1996

AGENDA NO: C-10

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Designating Daily Journal of Commerce as Newspaper for Publication of 1996 Foreclosure List

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: June 6, 1996  
Amount of Time Needed: 3 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg/Pat Frahler TELEPHONE #: 248-3375 X2331  
BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

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

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

Request Order designating the Daily Journal of Commerce as newspaper for publication of the Notice of Foreclosure of tax liens as shown on the Multnomah County 1996 Foreclosure List

*6/11/96 copies to KATHY TUNEBERG*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *K. A. Tuneberg for Dr. Ina Larry F. Nidrales*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 MAY 23 PM 2

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

**TO: BOARD OF COUNTY COMMISSIONERS**

**FROM: Kathy Tuneberg**

**TODAY'S DATE: May 28, 1996**

**REQUESTED PLACEMENT DATE: June 6, 1996**

**RE: Designation of Newspaper for Publication of Notice of Foreclosure of Tax Liens and Show as Shown on the Multnomah County 1996 Foreclosure List**

**I. Recommendation/Action Requested:**

**Recommend Board approval**

**II. Background/Analysis:**

**Approval of this designation is requested each year as required by ORS 312.040(a) which states "Notice shall be given by one publication of the foreclosure list in a newspaper of general circulation in the county, to be designated by the county court or board of county commissioner".**

**III. Financial Impact:**

**Publication costs are added to individual tax accounts so that costs can be recovered when delinquent taxes are paid to avoid foreclosure. Daily Journal of Commerce has been able to meet our publication schedule and has been the most economical.**

**IV. Legal Issues:**

**None known**

**V. Controversial Issues:**

**None known**

**VI. Link to Current County Policies:**

**N/A**

**VII. Citizen Participation:**

**None**

**VIII. Other Government Participation:**

**None**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY OREGON

In the matter of Designation of ) ORDER  
Newspaper for Publication of Notice of )  
Foreclosure of Tax Liens as Shown on the ) 96-98  
Multnomah County 1996 Foreclosure List )  
)  
)  
)

It appears that the Multnomah County Assessor and Tax Collector, with the assistance of the County Counsel for Multnomah County, Oregon, has prepared for filing in the Circuit Court of the State of Oregon for Multnomah County, an application for the foreclosure of liens for delinquent taxes as shown by the Multnomah County 1996 Foreclosure List, and that it is required by law that this Board designate a newspaper of general circulation published in the county in which notice of such foreclosure shall be published; now, therefore,

IT IS HEREBY ORDERED that the Daily Journal of Commerce, a newspaper of general circulation, published in this County and State be, and the same is hereby, designated as the newspaper in which shall be published notice of foreclosure of tax liens as shown by the Multnomah County 1996 Foreclosure List.

ADOPTED this 6th day of June, 1996.



BY Beverly Stein  
Beverly Stein, Chair  
Multnomah County, Oregon

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By Matthew O. Ryan  
Matthew O. Ryan  
Assistant County Counsel

MEETING DATE: JUN 6 1996

AGENDA NO: C-11

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser for completion of Contract #15681 (Property purchased at auction by MICHAEL DAVIS).

Deed D961329 and Board Order attached.

6/11/96 ORIGINAL DEED & COPIES of all to tax title

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Larry F. Nicholas

(OR)

DEPARTMENT MANAGER: K.G. Jambury for Janice Driscoll

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961329 Upon Complete Performance, of )  
a Contract to )  
MICHAEL DAVIS )

ORDER  
96-99

It appearing that heretofore, on July 29, 1992, Multnomah County entered into a contract with MICHAEL DAVIS for the sale of the real property hereinafter described; and

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

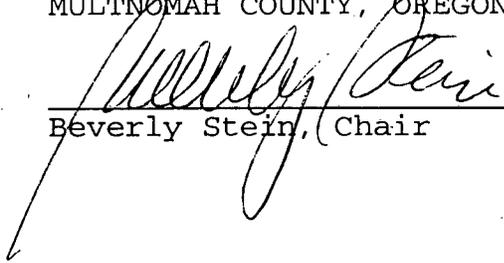
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

E 1/2 OF LOT 20, BLOCK 2 ALBINA, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 6th day of June, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
Matthew O. Ryan

DEED D961329

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

E 1/2 OF LOT 20, BLOCK 2 ALBINA, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$6,200.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

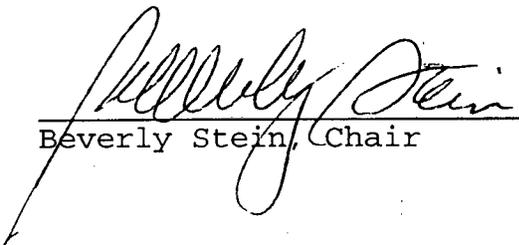
Until a change is requested, all tax statements shall be sent to the following address:

MICHAEL DAVIS, 807 NE BEECH ST, PORTLAND, OR 97212

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
Matthew O. Ryan

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

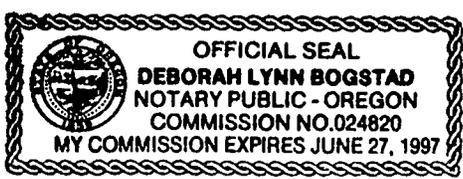
By   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: JUN 6 1996

AGENDA NO: C-12

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser for completion of Contract #15797 (Property purchased at auction).

Deed D961330 and Board Order attached.

*with 196 ORIGINAL Deed & COPIES OF ALL TO TAX title*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Larry F. Nicholas/ma

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg for Jamaica Branch

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961330 Upon Complete Performance of ) ORDER  
a Contract to ) 96-100  
)  
JEFFREY FISH )

It appearing that heretofore, on June 7, 1995, Multnomah County entered into a contract with JEFFREY FISH for the sale of the real property hereinafter described; and

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

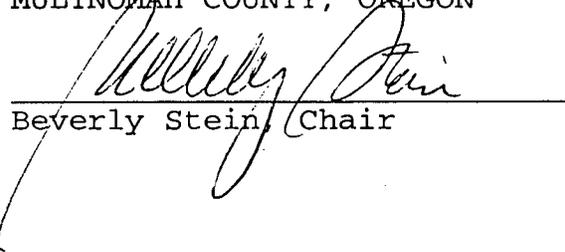
NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

LOT 33, BLOCK 5 PENINSULAR ADD, a recorded subdivision in Multnomah County, State of Oregon.

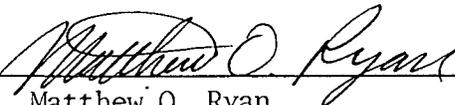
Dated at Portland, Oregon this 6th day of June, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
Matthew O. Ryan

DEED D961330

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

LOT 33, BLOCK 5 PENINSULAR ADD, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$5,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

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

JEFFREY FISH, 1834 SW 58TH #206, PORTLAND OR 97221

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *Matthew O. Ryan*  
Matthew O. Ryan

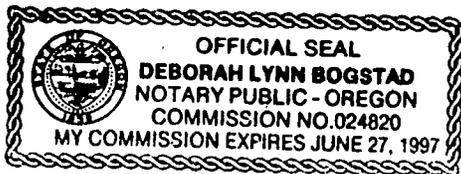
By *K. A. Tuneberg*  
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: JUN 6 1996

AGENDA NO: C-13

ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of deed to contract purchaser for completion of Contract #15734 (Property purchased at auction).

Deed D961331 and Board Order attached.

*6/11/96 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Larry F. Nicholas /ms

(OR)

DEPARTMENT MANAGER: K.A. Tuneberg for Janice Brown

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961331 Upon Complete Performance of ) ORDER  
a Contract to ) 96- 101  
)  
JEFFREY PAUL FISH )

It appearing that heretofore, on May 13, 1993, Multnomah County entered into a contract with JEFFREY PAUL FISH for the sale of the real property hereinafter described; and

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

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

INC PT VAC ST, LOTS 11 & 12, BLOCK 34 PENINSULAR ADD #2, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 6th day of June, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair

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

By *Matthew O. Ryan*  
\_\_\_\_\_  
Matthew O. Ryan

DEED D961331

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

INC PT VAC ST, LOTS 11 & 12, BLOCK 34 PENINSULAR ADD #2, a record subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$9,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

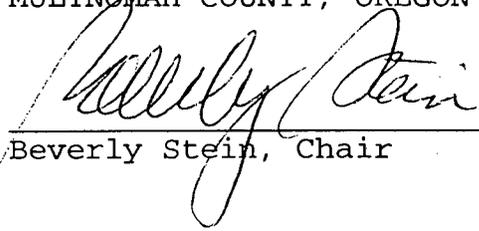
Until a change is requested, all tax statements shall be sent to the following address:

JEFFREY PAUL FISH, 1834 SE 58TH #206, PORTLAND OR 97221

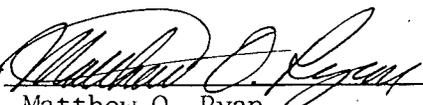
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
Matthew O. Ryan  
After recording, return to Multnomah County Tax Title/166/300

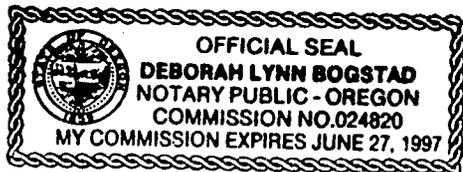
DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
K. A. Tuneberg

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: JUN 6 1996

AGENDA NO: C-14

ESTIMATED TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Deed to Purchaser for Completion of Sale & Purchase Agreement.

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590

BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Request approval of deed to purchaser for completion of Sale & Purchase Agreement (Property by JOHN E. MCKIBBEN purchased at February 28, 1996 auction).

Deed D961332 and Board Order attached.

*6/11/96 ORIGINAL DEED & COPIES OF ALL TO TAX TITLE*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Larry F. Nicholas /ms

OR  
DEPARTMENT MANAGER: K. A. Tuneberg for James Davis

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of )  
Deed D961332 Upon Complete Performance of ) ORDER  
a Purchase & Sale Agreement ) 96-102  
)  
)  
JOHN E. MCKIBBEN )

It appearing that heretofore, on March 21, 1996, Multnomah County entered into a agreement with JOHN E. MCKIBBEN for the sale of the real property hereinafter described; and

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

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

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

Dated at Portland, Oregon this 6th day of June, 1996.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
\_\_\_\_\_  
Beverly Stein, Chair

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

By *Matthew O. Ryan*  
\_\_\_\_\_  
Matthew O. Ryan

DEED D961332

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

S 45' OF LOT 12, BLOCK 45, IRVINGTON, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$150,000.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

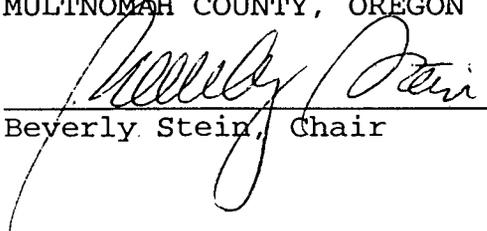
Until a change is requested, all tax statements shall be sent to the following address:

JOHN E. MCKIBBEN, 4119 NE 54TH, PORTLAND OR 97218

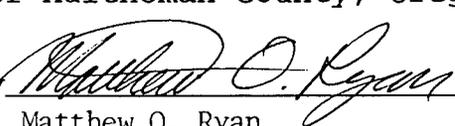
IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



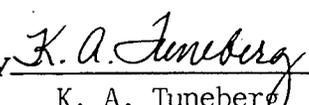
BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

By   
Matthew O. Ryan

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

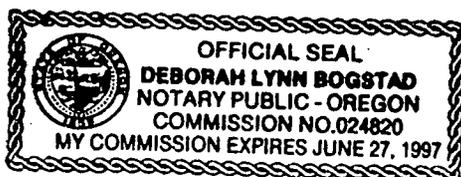
By   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title/166/300

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: JUN 6 1996

AGENDA NO: C-15  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested:

Amount of Time Needed:

REGULAR MEETING: Date Requested:

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Repurchase Deed to former owner, LIFE LINE BAPTIST CHURCH.  
Deed D961334 and Board Order attached.

6/11/96 ORIGINAL Deed & copies of all to tax title

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 23 PM 2:40  
MULTNOMAH COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

(OR)

DEPARTMENT MANAGER: K. A. Tuneberg for J. Brown Larry F. Nicholas/uo

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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

In the Matter of the Execution of )  
Deed D961334 for Repurchase of ) **ORDER**  
Tax Acquired Property to Former ) **96-103**  
Owner )  
)  
)  
**LIFE LINE BAPTIST CHURCH** )

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that LIFE LINE BAPTIST CHURCH is the former record owner thereof, and has applied to the county to repurchase said property for the amount of \$13,377.12 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

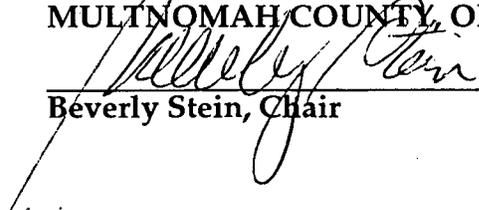
NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT "A", situated in the County of Multnomah, State of Oregon.

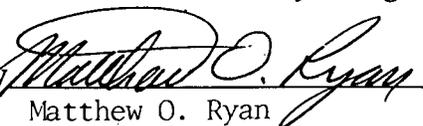
Dated at Portland, Oregon this 6th day of June, 1996.



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

  
\_\_\_\_\_  
Beverly Stein, Chair

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

By   
\_\_\_\_\_  
Matthew O. Ryan

R 99313-1890

TL 6600 of Section 13 1S 3E

1S3E13A 6600

map 1S3E13A

Described as follows:

A tract of land in the Northwest One-Quarter of Section 13, Township 1 South, Range 3 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said section; thence West along the center line of said section and the center line of Salquist Road No. 891, a distance of 300 feet to the TRUE POINT OF BEGINNING; thence North along a line parallel with the East section line, a distance of 330 feet to the North line of Parcel I as described in that certain deed to Ralph H. and Leora L. Melone, recorded July 12, 1949 in Deed Book 1346, page 439; thence East along the North line of said Malone Tract, a distance of 59.75 feet, more or less to the Northeast corner thereof; thence Southeasterly along the Northeast line of said Malone Tract, a distance 148.19 feet, more or less to a point 198 feet North of the center line of said section, said point being the Northwest corner of Parcel II as described in the said Malone deed; thence South along the West line of said Parcel II, a distance of 198 feet to the center line of said section; thence West along said center line to the point of beginning; EXCEPT that portion lying within the boundaries of the County Roads.

DEED D961334

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to LIFE LINE BAPTIST CHURCH, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

AS DESCRIBED IN ATTACHED EXHIBIT "A", situated in the County of Multnomah, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$13,377.12.

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.

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

LIFE LINE BAPTIST CHURCH 5905 SE SALQUIST RD GRESHAM OR 97080

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of said Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

*Beverly Stein*  
Beverly Stein, Chair

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

By *Matthew O. Ryan*  
Matthew O. Ryan

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By *K. A. Tuneberg*  
K. A. Tuneberg

After recording return to 166/300/Tax Title

R 99313-1890

TL 6600 of Section 13 1S 3E

1S3E13A 6600

map 1S3E13A

Described as follows:

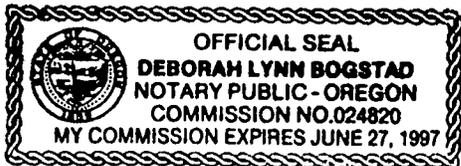
A tract of land in the Northwest One-Quarter of Section 13, Township 1 South, Range 3 East, of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at the East  $\frac{1}{4}$  corner of said section; thence West along the center line of said section and the center line of Salquist Road No. 891, a distance of 300 feet to the TRUE POINT OF BEGINNING; thence North along a line parallel with the East section line, a distance of 330 feet to the North line of Parcel I as described in that certain deed to Ralph H. and Leora L. Melone, recorded July 12, 1949 in Deed Book 1346, page 439; thence East along the North line of said Malone Tract, a distance of 59.75 feet, more or less to the Northeast corner thereof; thence Southeasterly along the Northeast line of said Malone Tract, a distance 148.19 feet, more or less to a point 198 feet North of the center line of said section, said point being the Northwest corner of Parcel II as described in the said Malone deed; thence South along the West line of said Parcel II, a distance of 198 feet to the center line of said section; thence West along said center line to the point of beginning; EXCEPT that portion lying within the boundaries of the County Roads.

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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

MEETING DATE: JUN 6 1996  
AGENDA NO: C-16  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

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

BOARD BRIEFING: Date Requested: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590  
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

Request approval of Deed to contract purchaser for completion of Contract #15775  
(Property purchased by former owners).

Deed D961335 and Board Order attached.

*6/11/96 ORIGINAL DEED & COPIES OF ALL  
TO TAX TITLE*

BOARD OF  
COUNTY COMMISSIONERS  
MULTNOMAH COUNTY  
OREGON  
96 MAY 23 PM 2:40

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: *[Signature]* Larry F. Nicholas / *[Signature]*  
(OR)

DEPARTMENT MANAGER: *[Signature]* *[Signature]*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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



9  
DEED D961335

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CLYDE D & CAROL M TOMASINI and , Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

SLY 175' OF LOT A & B, BLOCK 98 EXC SLY 64' OF E 80' PARKROSE & REPLAT, a recorded subdivision in Multnomah County, State of Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$24,936.04.

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.

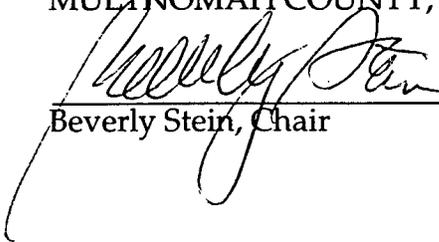
Until a change is requested, all tax statements shall be sent to the following address:

CLYDE D & CAROL M TOMASINI &  
5025 NE 112TH AVE  
PORTLAND OR 97220-1004

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 6th day of June, 1996, by authority of an Order of the Board of County Commissioners heretofore entered of record.



BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

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

DEED APPROVED:  
Janice Druian, Director  
Assessment & Taxation

By   
Matthew O. Ryan

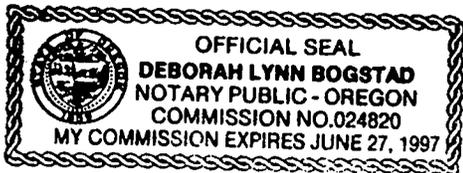
By   
K. A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON            )  
  ) ss  
COUNTY OF MULTNOMAH    )

*On this 6th day of June, 1996, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.*

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



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





MULTNOMAH COUNTY

BOARD HEARING OF June 6, 1996

TIME \_

CASE NAME **Conditional Use in a National Scenic Area**

NUMBER **NSA 7-95**

1. Applicant Name/Address

**Patrick and M. Ellen Brothers  
46125 E. Historic Columbia River Hwy.  
Corbett, OR 97019**

ACTION REQUESTED OF BOARD	
<input checked="" type="checkbox"/>	Affirm Plan.Com./Hearings Officer
<input type="checkbox"/>	Hearing/Rehearing
<input type="checkbox"/>	Scope of Review
<input type="checkbox"/>	On the record
<input type="checkbox"/>	De Novo
<input type="checkbox"/>	New Information allowed

2. Action Requested by applicant

**Request for approval of a conditional use in the Columbia Gorge National Scenic Area to establish a bed-and-breakfast facility within an existing residence.**

3. Planning Staff Recommendation:

**NSA 7-95: APPROVAL, SUBJECT TO CONDITIONS**

4. Planning Commission or Hearings Officer Decision:

**NSA 7-95, APPROVAL, SUBJECT TO CONDITIONS**

5. If recommendation and decision are different, why?

**The hearings officer concurred with the staff recommendation.**

6. The following issues were raised:

**The subject property is located near Bridal Veil in the Columbia River Gorge, in the National Scenic Area's Special Management Area (zoned GSF-40). While bed-and-breakfast facilities are not listed as an allowed use in this zoning district, home occupations are listed as a conditional use. Since a bed-and breakfast facility of two or less bedrooms is considered as a home occupation, this proposed use was approved with conditions which meet the criteria of the zoning code by the Hearings Officer.**

7. Policy implications related to this case:

**None**



DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING AND DEVELOPMENT  
2115 S.E. Morrison Street  
Portland, Oregon 97214 (503) 248-3043

---

**HEARINGS OFFICER DECISION**

---

**RECEIVED**  
MAY 8 1996

Multnomah County  
Zoning Division

This Decision consists of Conditions, Findings of Fact, and Conclusions

---

May 6, 1996

**NSA 7-95**  
**Conditional Use Request In A National Scenic Area**

---

Request for approval of a conditional use within the Columbia River Gorge National Scenic Area to establish a bed-and-breakfast facility within an existing residence

**Location:** 46125 E. Historic Columbia River Highway

**Legal:** Tax Lot 5, S21, T1N, R5E

**Site Size:** 1.91 acres

**Applicant:** Patrick and M. Ellen Brothers  
46125 E. Historic Columbia River Highway  
Corbett, Oregon 97019

**Property Owner:** <Same as applicant>

**Comprehensive Plan:** Special Management - Forestry

**Zoning:** GSF - 40

## HEARINGS OFFICER DECISION:

**Approved**, subject to conditions (below), Applicant's request to convert two rooms in an existing residence within the Columbia River Gorge National Scenic Area to a bed-and-breakfast use.

### CONDITIONS OF APPROVAL:

1. Applicant may employ only residents of the residence.
2. No more than 25 percent of the total actual living space of Applicant's residence may be utilized for the bed-and-breakfast use.
3. No more than 500 square feet of an accessory structure may be utilized for the bed-and-breakfast use.
4. There shall be no outside, visible evidence of the bed-and-breakfast use, including outside storage.
5. Exterior structural alterations to the residence for the bed-and-breakfast use shall not be permitted. New structures shall not be constructed for the primary purpose of housing a the bed-and-breakfast use.
6. No retail sales may occur on the premises, except incidental sales.
7. One non-animated, non-illuminated sign, not exceeding 4 square feet in area may be permitted on the subject structure or within the yard containing the structure housing the bed-and-breakfast use.
8. Parking not associated with residential use shall be screened from Key Viewing Areas.
9. Guests may not occupy the bed-and-breakfast rooms for more than 14 consecutive days.

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## I. ANALYSIS OF THE PROPOSAL

### A. BACKGROUND / PROPOSAL SUMMARY

Applicant requests approval to convert two bedrooms within an existing owner-occupied residence to a bed-and-breakfast use. The GSF zoning district allows

bed-and-breakfast uses as conditional uses, as long as they meet the criteria for "home occupations."

The residence comprises 4,926 square feet, of which Applicant proposes to use one 12'x12' room and one 12'x15' room for the bed-and-breakfast use. Applicant does not propose any exterior modification to the existing residence, nor any accessory structures. The proposed use will be incidental to the use of the residence as a single-family dwelling, and will not result in a rooming or boarding house.

---

## B. SITE AND VICINITY DESCRIPTIONS

The subject parcel is located on the north side of the Historic Columbia River Highway near the community of Bridal Veil.

The residence on the property was constructed in 1916 and originally used as a restaurant and road house, which use(s) continued until the mid-1950s at which point the residence was converted to a nursing home and, finally, to a private residence.

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## C. COMPREHENSIVE PLAN AND ZONING ORDINANCE CONSIDERATIONS

The County's comprehensive plan designates the subject property as "Special Management - Forestry," and the property lies within a GSF-40 zoning district.

---

## II. APPLICABLE CRITERIA

The following criteria apply to the proposed development:

A. MCC 11.15.3550 - 11.15.3834  
(Columbia River Gorge National Scenic Area - General Provisions)

MCC 11.15.3552 provides, in full:

"MCC .3550 through .3834 shall apply to all lands within the Columbia River Gorge National Scenic Area as designated by the Columbia River Gorge National Scenic Area Act."

MCC 11.15.3554 provides, in pertinent part:

"No building, structure or land shall be used and no building or structure shall be hereafter . . . altered . . . in the Columbia River Gorge national Scenic Area *except for the uses listed in MCC .3606 through .3762 [.]*" (Emphasis added.)

As will be made plain below, Applicant's proposal comprises a "conditional use" described by MCC 11.15.3636(B)(8).

MCC 11.15.3570 — made directly applicable by MCC 11.15.3636(B)(8), below — in turn provides:

"The following *Conditional Uses* may be permitted when allowed by the district and found by the Approval Authority, pursuant to the procedural provisions of MCC .3568, to satisfy [the site review provisions in] MCC .3800 through .3834:

\* \* \* \* \*

**"(C) *Home Occupations and Cottage Industries***

"Home occupations and cottage industries may be established as authorized in various districts consistent with the following:

- "(1) A home occupation may employ only residents of the home.
- "(2) A cottage industry may employ up to three outside employees.
- "(3) No more than 25 percent of the total actual living space of the dwelling may be utilized for the home occupation or cottage industry.
- "(4) No more than 500 square feet of an accessory structure may be utilized for a home occupation or cottage industry.

- “(5) There shall be no outside, visible evidence of the home occupation or cottage industry, including outside storage.
- “(6) Exterior structural alterations to the residence for the home occupation or cottage industry shall not be permitted. New structures shall not be constructed for the primary purpose of housing a home occupation or cottage industry.
- “(7) No retail sales may occur on the premises, except incidental sales at lodging authorized [sic] establishments.
- “(8) One non-animated, non-illuminated sign, not exceeding 2 square feet in area may be permitted on the subject structure or within the yard containing the home occupation or cottage industry.
- “(9) Parking not associated with residential use shall be screened from Key Viewing Areas.
- “(10) *A bed and breakfast establishment which is two bedrooms or less is considered a home occupation and shall meet the standards of MCC .3566(E).*” (Emphasis added.)<sup>[1]</sup>

---

B. MCC 11.15.3626 – 11.15.3644  
(Columbia River Gorge National Scenic Area – Forest Districts)

MCC 11.15.3626 to 11.15.3644 controls uses in the zoning district in which the subject property lies.

---

<sup>1</sup> Although MCC 11.15.3570(D) separately authorizes “bed and breakfast inns” and establishes only three governing criteria, MCC 11.15.3636(B) — which defines conditional uses within a GSF district — excludes any mention of “bed and breakfast” facilities.

MCC 11.15.3628 provides:

“MCC .3626 through .3644 shall apply to those areas designated GGF and GSF on the Multnomah County Zoning Map.”

MCC 11.15.3630 provides:

“No building, structure or land shall be used and no building or structure shall be hereafter . . . altered . . . in this district *except for the uses listed in MCC .3632 through .3636.*” (Emphasis added.)

In turn, MCC 11.15.3636 provides, in pertinent part:

“\* \* \* \* \*

“(B) The following *conditional uses* may be allowed on lands designated GSF, pursuant to the provisions of MCC .3568<sup>[2]</sup>

“\* \* \* \* \*

“(8) *Home occupations or cottage industries* pursuant to MCC .3570(C).” (Emphasis added.)

Within GSF districts, the County apparently allows no “bed and breakfast inns” as separately described or defined. However, MCC 11.15.3570(C) — quoted *supra* — allows “bed and breakfast lodging establishments of two bedrooms or less” as a “home occupation.”

---

<sup>2</sup> MCC 11.15.3568, addressed beginning at page 8, provides that all

“[c]onditional uses allowed in the various districts within [the] Columbia River Gorge National Scenic Area shall be processed according to the procedural provisions of MCC .7110 through .7715 and .8205 through .8250.”

It also implements a number of separate-but-additional conditional use criteria in MCC 11.15.3568(A).

---

C. MCC 11.15.3568  
(Conditional Use Application and Approval Process)

MCC 11.15.3568 — directly implicated by MCC 11.15.3636(B), *supra* — provides, in pertinent part:

“Conditional Uses allowed in the various districts within Columbia River Gorge National Scenic Area shall be processed according to the procedural provisions of MCC .7110 through .7115 and .8205 through .8250. The following additional standards shall also apply:

“\* \* \* \* \*

“(F) The decision of the Approval Authority shall . . . specifically *address the relationships between the proposal and the applicable criteria of MCC .3814 through .3834.*” (Emphasis added.)

---

D. MCC 11.15.3800 – 11.15.3834  
(Columbia River Gorge National Scenic Area – Site Review Criteria)

MCC 11.15.3802 provides:

“MCC .3800 through .3834 shall apply to all . . . Conditional Uses identified in MCC .3600 through .3762.”

MCC 11.15.3806 provides:

“An application for NSA Site Review shall address the applicable criteria for approval, under MCC .3814 through .3834[.]”

---

E. MCC 11.15.3585  
(Approval Criteria For Specific Uses)

MCC 11.15.3585 provides, in pertinent part:

"Uses identified in MCC . . . .3636(B)(8) may be allowed only if they meet all of the following criteria:

- "(A) The owners of land designated GGF-20, GGF-40, GGA-20, or GGA-40 within 500 feet of the perimeter of the subject parcel have been notified of the land use application and have been given at least 10 days to comment prior to a final decision.
- "(B) The use will not interfere seriously with accepted forest or agricultural practices on nearby lands devoted to resource use.
- "(C) The use will be sited in such a way as to minimize the loss of forest or agricultural land and to minimize the change of interference with accepted forest or agricultural practices on nearby lands; and
- "(D) The use will not significantly increase fire hazard, fire suppression costs or risks to fire suppression personnel and will comply with MCC .3584."

---

III. FINDINGS

A. MCC 11.15.3626-11.15.3644

MCC 11.15.3632, .3634, and .3636 establish three categories of allowed uses: (1) "primary uses," (2) "uses [allowed] under prescribed conditions," and (3) "conditional uses," respectively.

Applicant's proposal does not qualify as either a "primary use" or a "use [allowed] under prescribed conditions." However, MCC 11.15.3636(B) allows certain conditional uses within a GSF district, one of which comprises "*[b]ome occupations or cottage industries* pursuant to MCC .3570(C)." MCC 11.15.3636(B)(8).

Nothing in either the NSA-GSF provisions in MCC 11.15.3626-11.15.3644 or the NSA-General Provisions in MCC 11.15.3350-11.15.3592 defines "home occupations or cottage industries." Nor does MCC 11.15.3570(C) — which sets forth limiting criteria of sorts for "home occupations and cottage industries," and which the NSA-GSF conditional use provisions in MCC 11.15.3636(B)(8) specifically references — purport to define those terms.

However, MCC 11.15.3570(C)(10) defines a "bed and breakfast lodging establishment which is two bedrooms or less" as a "home occupation," and renders it subject to the criteria in MCC 11.15.3566(E).

MCC 11.15.3556 defines "bed and breakfast inn" as

**"[a]n owner[-]occupied and operated establishment *located in a structure designed as a single-family dwelling where from two to six rooms are rented on a daily basis*. The bed and breakfast use [must be] clearly incidental to the use of the structure as a single-family dwelling, [and] operated as transient accommodations, not as a rooming or boarding house." (Emphasis added.)**

I find that Applicant's proposal fits the definition of "bed and breakfast inn" in MCC 11.15.3556, and thus qualifies as a "home occupation" pursuant to MCC 11.15.3570(C)(10). As I mentioned earlier, the County does not *specifically* allow a "bed and breakfast inn" as such within a NSA-GSF district.

---

## B. MCC 11.15.3570(C)

The various criteria in MCC 11.15.3570(C)(1) — which are made applicable via the NSA-GSF conditional use authorization in MCC 11.15.3636(B)(8) — are not so much "authorization" or "approval" criteria as they are conditions that limit authorized uses.

Thus, I have imposed the limiting conditions in MCC 11.15.3570(C)(1)-(9) as conditions of approval. However, because MCC 11.15.3570(C)(10) requires that a "bed and breakfast lodging establishment which is two bedrooms or less" shall also meet the standards in MCC 11.15.3566(E), and because the latter standards conflict with the signage limitation in MCC 11.15.3570(C)(8), I have followed the standards in MCC 11.15.3566(E).

---

### C. MCC 11.15.3566

As with the "home occupations and cottage industries" provisions in MCC 11.15.3570(C), the three criteria in MCC 11.15.3566(E) — which are made applicable via the NSA-GSF conditional use authorization in MCC 11.15.3570(C)(10) — are not so much "authorization" or "approval" criteria as they are conditions that limit authorized uses.

Thus, I have imposed the limiting conditions in MCC 11.15.3566(E) as conditions of approval.

---

### D. MCC 11.15.3585

The Staff Report recites that there exist no lands within 500 feet of Applicant's property designated GGF-20, GGF-40, GGA-20, or GGA-40. Thus, the criterion in MCC 11.15.3585(A) does not apply.

The Staff Report recites that none of the surrounding land is actively used for agricultural or forestry purposes. Moreover, Applicant's proposal would alter nothing about any existing uses on surrounding lands. I find that the criterion in MCC 11.15.3585(B) has been fulfilled.

The "use" has *already* been sited. Thus, I find that the criterion in MCC 11.15.3585(C) has been fulfilled.

The Staff Report recites that "fire hazard and fire suppression costs will not be [a]ffected." Thus, on that basis I find that the criterion in MCC 11.15.3585(D) has been fulfilled.

---

### E. MCC 11.15.3814–11.15.3834

Neither Applicant nor the Staff Report discusses or examines any criteria within MCC 11.15.3814–11.15.3834. The Staff Report concludes in general that Applicant's proposal would not alter any existing conditions, and would not alter the exterior shape or appearance of the existing single-family residence, and pose no conflicts with any known resources.

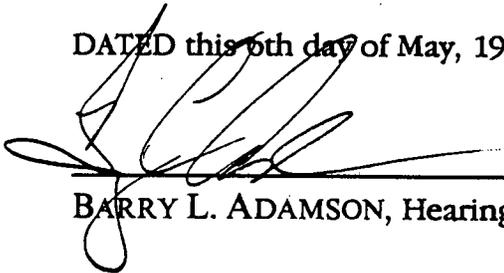
After reviewing the various criteria in MCC 11.15.3814–11.15.3834, and after reviewing Applicant's proposal and documentary submittals, I likewise conclude that nothing about Applicant's proposal could possibly yield any impact such that detailed considerations of the criteria would even be relevant, let alone fruitful.

---

#### IV. CONCLUSIONS

With the conditions that I have imposed at page 2 of this decision, I conclude that Applicant has fulfilled that applicable criteria in MCC 11.15.3626–11.15.3644, 11.15.3570(C), 11.15.3566, 11.15.3585, and 11.15.3814–3834.

DATED this 6th day of May, 1996.



---

BARRY L. ADAMSON, Hearings Officer





BOARD HEARING OF JUNE 6, 1996

TIME 9:30am

CASE NAME: Appeal of an Administrative Decision

NUMBER: PRE 2-96

1. <u>Applicant Name/Address</u>	<u>Appellant</u>
Randy Hager	William Page
P.O. Box 177	39514 E. Gordon Creek
Corbett, OR 97019	Corbett, OR 97019

<b>ACTION REQUESTED OF BOARD</b>	
<b>X</b>	Affirm Plan.Com./Hear.Of Hearing/Rehearing
	Scope of Review
	On the record
	De Novo
	New Information allowed

2. Action Appealed by Appellant:  
 A Use Under Prescribed Conditions Permit for a replacement dwelling more than 200 feet from the existing dwelling in the Commercial Forest Use zoning district.  
 Appellant requested planning director's decision be overturned.

3. Planning Staff Recommendation  
 PRE 2-96: Approval, subject to conditions

4. Hearings Officer Decision:  
 Ruled that surrounding property owners have 'no right to appeal' the Planning Director's decision.

5. If recommendation and decision are different, why?  
 The Hearings Officer could find "no ordinance that plainly or specifically authorizes any appeal from a Planning Director determination in the CFU district". Staff interpretation of the CFU district provisions has been different in the past, however, Staff does agree with the new Hearings Officer interpretation and is moving forward with amendments to repair the lack of connection in the procedures. Staff anticipates these amendments will be before the Planning Commission in July.

6. The following issues were raised:  
 The appellant had concerns regarding the applicant's driveway access easement with respect to his water supply. Appellant offered no evidence of any damage, or any likely damage to his present water supply as the result of the authorization of the replacement dwelling. Although the Hearings Officer made the determination that there was no right to appeal this case, in the event he was overturned on that point, he did make findings upholding the Planning Directors approval of PRE 2-96.

7. Policy implications related to this case:

Under the Hearings Officer interpretation of the Commercial Forest Use District provisions, an appellant of an administrative decision must appeal directly to the Land Use Board of Appeals. Clearly this was not the intent of the County in writing the CFU provisions and the Staff is moving forward with revisions to provide a consistent set of procedures for appeals of administrative decisions in all zoning districts.

RECEIVED

MAY 3 1996



~~Multnomah County~~  
~~Planning Division~~  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF PLANNING AND DEVELOPMENT  
2115 S.E. Morrison Street  
Portland, Oregon 97214 (503) 248-3043

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## HEARINGS OFFICER DECISION

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This Decision consists of Findings of Fact and Conclusions

---

May 3, 1996

PRE 2-96

### Appeal of Planning Director Administrative Decision

Appellant appeals a Planning Director Administrative Approval of a USE UNDER PRESCRIBED CONDITIONS for a replacement dwelling in a CFU zone

**Location:** 39420 S.E. Gordon Creek Road<sup>[1]</sup>  
**Legal:** Tax Lot 17, T1S, R4E  
**Site Size:** 19.20 acres  
**Applicant:** Randy Hager  
39420 S.E. Gordon Creek Road  
Corbett, Oregon 97019  
**Property Owner:** <same as applicant>  
**Appellant:** William Page  
39514 S.E. Gordon Creek Road  
Corbett, Oregon 97019  
**Comprehensive Plan:** Commercial Forest Use  
**Zoning:** CFU

---

<sup>1</sup> The file contains various references to both "39420" and "39240" S.E. Gordon Creek Road. I conclude that 39420 is the correct address.

## HEARINGS OFFICER DECISION:

1. I conclude that **there exists no right to appeal** the Planning Director's March 15, 1996, decision in PRE 2-96. There exist two similar procedural impediments under the circumstances:
  - ◆ *First*, MCC 11.15.8115(E) provides that a Hearings Officer may only “[h]ear and act upon appeals from administrative interpretations by the Planning Director **when such appeals are authorized by Ordinance[.]**” (Emphasis added.) I can find no ordinance that plainly or specifically authorizes any appeal from a Planning Director determination (or “interpretation”) under MCC 11.15.2049. (See the discussion that begins at page 6.)
  - ◆ *Second*, MCC 11.15.8290(A) requires, as a condition precedent to Hearings Officer jurisdiction, “an administrative matter **made appealable under this Section by ordinance provision.**” I can find nothing within the CFU provisions in MCC 11.15.2042 to 11.15.2074 that authorizes any appeal from any decision that approves a replacement dwelling pursuant to MCC 11.15.2049. (See the discussion that begins at page 6.)
2. **Alternatively** (in the event I am incorrect in my conclusions in paragraph 1, and in the event that Applicant obtains a contrary interpretation on appeal), I conclude that there exists no right to appeal the Planning Director's decision in PRE 2-96 for yet another reason. MCC 11.15.8290(A) specifically requires, as a condition precedent to Hearings Officer jurisdiction on any appeal thereunder, an appeal filed by the “**applicant.**” The language serves to negate appeal rights for anyone else. Although I find that limitation to be somewhat unusual and maybe even unintended, the County nevertheless has the right to limit appeal rights. Moreover, I lack the authority to add language to the ordinance that does not appear therein, or which cannot be supplied from some other context. See *Brown v. City of Portland*, 140 Or App 63, 70-71, \_\_\_ P2d \_\_\_ (1996). I find nothing within the context of MCC 11.15.8290 or 11.15.8295, or any other provision, that suggests that the term “applicant” means something broader than its plain meaning as it appears in MCC 11.15.8290(A). (See the discussion that begins at page 9.)
3. **Alternatively** (in the event I am incorrect in my conclusions in paragraphs 1 and 2, and in the event that Applicant obtains a contrary interpretation on

appeal), I **affirm** the Planning Director's March 15, 1996, administrative decision and approval in PRE 2-96, which approved (subject to conditions) the replacement of a single-family residence in a CFU zone. I find that Appellant has raised challenges to Applicant's fulfillment of the criteria in MCC 11.15.2049(A)(1), 11.15.2074(A)(1), 11.15.2074(A)(4), and 11.15.2074(D). However, I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the findings in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2049(A)(1), 11.15.2074(A)(1), 11.15.2074(A)(4), and 11.15.2074(D). (See the discussion that begins at page 12.)

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## I. ANALYSIS OF THE PROPOSAL

### A. BACKGROUND / PROPOSAL SUMMARY

In January, 1996, applicant sought approval to replace an existing single-family dwelling in a CFU zone. MCC 11.15.2049(A) classifies Applicant's proposed "[r]eplacement of an existing dwelling on the same lot *more than 200 feet* from the existing dwelling" (emphasis added) as a "USE PERMITTED UNDER PRESCRIBED CONDITIONS" within the CFU zoning district.<sup>[2]</sup> As such, Applicant must demonstrate that:

- "(1) The existing dwelling [1] is habitable, [2] is served by a reliable sanitary supply of running water for domestic use, and [3] contains [a] a cooking/eating area, [b] a sleeping area, and [c] bathroom facilities connected to a sewage disposal system; *and*
- "(2) The replacement dwelling location meets the development standards of MCC .2074." (Emphasis and enumeration added.)

For reasons not clear in the file, nor for reasons that appear anywhere within MCC 11.15.2042-.2074 (CFU zoning district provisions), the County treated the application as a matter for administrative determination by the Planning Director.

By comparative example, MCC 11.15.2010(A)(6)-(7) together expressly provide for an administrative determination with respect to applications for "USES PERMIT-

<sup>2</sup> Had the replacement dwelling been placed *within* 200 feet of the existing dwelling, MCC 11.15.2048(E) would have applied instead.

TED UNDER PRESCRIBED CONDITIONS” within an *EFU* zone. However, I can find no comparable provision for a *CFU* zone. In fact, I can find nothing in the *CFU* provisions in MCC 11.15.2042–.2074 that prescribes any application process whatsoever.

In any event, MCC 11.15.2074 prescribes a lengthy list of approval criteria that the Planning Director’s March 15, 1996, administrative decision addresses and discusses in detail. That decision also implements four conditions of approval, and concludes that

“[t]he proposal conforms with the Development Standards specified in the *CFU* zoning district. Conditions of approval have been placed on the subject parcel to ensure compliance with the *CFU* development criteria.” (Administrative Decision at 7.)

On March 19, 1996, William Page (“Appellant”) filed a “NOTICE OF APPEAL — ADMINISTRATIVE DECISION.” I discuss the contents of that notice beginning at page 11, *infra*. I heard the appeal on April 17, 1996.

---

## B. SITE AND VICINITY

Applicant’s property lies on a 19.20 parcel in a mountainous area within the “East of Sandy River Area” on Gordon Creek Road, south of the Corbett community.

Applicant currently resides in what the file calls “the circular building,” which has apparently been Applicant’s residence but which would become a greenhouse once a replacement dwelling has been constructed. The current residence contains a cooking and eating area, a wood stove, a sleeping loft and bathroom facilities connected to an on-site septic system. The proposed permanent dwelling site lies at the end of a private access driveway.

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## C. COMPREHENSIVE PLAN AND ZONING ORDINANCE CONSIDERATIONS

The property bears a Comprehensive Plan designation of "Commercial Forest Use," and lies in a CFU zoning district.

---

## II. APPLICABLE CRITERIA

The following criteria apply to the this appeal and the proposed development:

### A. MCC 11.15.8115 AND 11.15.8290 (Hearings Officer Authority)

MCC 11.15.8115 provides, in pertinent part:

"Except as provided in this or other Ordinances, a Hearings Officer shall:

"\* \* \* \* \*

"(E) Hear and act upon appeals from administrative interpretations by the Planning Director *when such appeals are authorized by Ordinance[.]*" (Emphasis added.)

No provision within the Multnomah County Zoning Ordinance defines the term "administrative interpretations" as that term appears in MCC 11.15.8115(E).

On April 30, 1996, I sent the following informational request to the County concerning the Planning Director's March 15, 1996, Administrative Decision:

“What provision in the *CFU* criteria in MCC 11.15.2042–.2074 authorizes Planning Director ‘administrative approval’ in the same manner as MCC 11.15.2010(A)(6) and 11.15.2010(B)(2) do[] within *EFU* zones?”

“In other words, what MCC procedural provision led to the March 15, 1996, Administrative Decision (as opposed to a hearings officer decision in PRE 2–96? It may make a difference in my *appeal* jurisdiction.” (Emphasis in original.)<sup>[3]</sup>

On May 2, 1996, the County responded:

“The code section in MCC that allows the replacement of a dwelling on the lot more than 200 feet from the existing dwelling as a ‘Use Permitted Under Prescribed Conditions’ is 11.15.2049(A). *A ‘Use Under Prescribed Conditions’ is defined as an administrative decision in the fee section of our code, MCC 11.15.9015.* [MCC] 11.15.8290 outlines the process for an appeal of [an] Administrative Decision by the Planning Director.”

But I conclude that MCC 11.15.9015 does not purport to “define” anything about the term “Use Under Prescribed Conditions.” Rather, it merely identifies a particular fee for “Administrative Actions” — whatever those actions might be:

**“11.15.9015 Administrative Actions**

\*\*\*\*\*

(D) Use Under Prescribed Conditions [\$]220.00”

Thus, I will assume for the sake of argument — although I have doubts — that the County’s citation of MCC 11.15.9015(D), *supra*, inferentially “defines” Applicant’s proposal for a “Use Under Prescribed Conditions” as an “Administrative Action[.]”

---

<sup>3</sup> The request does not constitute any inquiry with respect to which the record would need to be reopened. The request merely asked for a citation to one or more provisions within the County’s Zoning Ordinance.

But that does not end the inquiry into my jurisdiction under the circumstances, because MCC 11.15.8115(E) makes it plain that a Hearings Officer may only hear appeals from “administrative interpretations” rendered by the Planning Director *if* some provision within the Zoning Ordinance *specifically authorizes* such appeals. In this instance, I can find no such provision that authorizes any appeal for a decision that applies MCC 11.15.2049.

Similarly, MCC 11.15.8290 provides, in pertinent part:

“(A) A decision by the Planning Director on an administrative matter *made appealable under this Section by ordinance provision*, shall be final at the close of business on the tenth calendar day following the filing of the written Decision, Findings and Conclusions with the Director or the Department of Environmental Services, unless prior thereto, the *applicant* files a Notice of Appeal with the Department, under subsections (B) and (C).” (Emphasis added.)

MCC 11.15.8290 makes plain two distinct conditions precedent to any appeal: (1) no decision by the Planning Director is appealable under MCC 11.15.8290 *unless* some other provision with the Multnomah County Zoning Ordinance *specifically makes it appealable*; and (2) only the “*applicant*” has been accorded the right to appeal under MCC 11.15.8290(A).

As I mentioned earlier, I can find nothing with the CFU provisions in MCC 11.15.2042–.2074 that mentions or suggests any right to appeal, such that I might hear an appeal pursuant to MCC 11.15.8815(E) or 11.15.8290(A), both of which I have quoted above. (See also the Hearings Officer’s October 13, 1995, decision in MC 2-95, at 14–18 [addressing the identical issue in a related provision].)<sup>[4]</sup> Indeed, I find nothing

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<sup>4</sup> There existed a different *result* in MC 2-95 only because the Hearings Officer’s decision in that proceeding concluded that, due to the unusual chronology of events, the Hearings Officer could treat the proceeding as an *original* quasi-judicial proceeding. (*Id.* at 19-22.) No one appealed the Hearings Officer’s interpretation of MCC 11.15.8290(A) in MC 2-95.

in the CFU provisions that mentions *how* an application shall be processed or determined in the first instance, let alone appealed.<sup>5]</sup>

By contrast, references to *both* a Planning Director administrative decision *and* appeal rights therefrom appear in topics labeled "USES PERMITTED UNDER PRESCRIBED CONDITIONS" within (1) the EFU provisions in MCC 11.15.2010(A)(6)–(7), (2) the MUA–20 provisions in MCC 11.15.2130(B)(3) and (C), and (3) the MUF provisions in MCC 11.15.2170(B).

---

I conclude, therefore, that there exists no authorization for me to hear any appeal of the Planning Director's March 15, 1996, decision in PRE 2–96.

MCC 11.15.8115(E) specifically provides that a Hearings Officer may "[h]ear and act upon appeals from administrative interpretations by the Planning Director *when such appeals are authorized by Ordinance[.]*" MCC 11.15.8290(A) similarly requires, as a condition precedent to Hearings Officer jurisdiction, "an administrative matter *made appealable under this Section by ordinance provision.*"

However, I find nothing within the CFU provisions in MCC 11.15.2042 to 11.15.2074 that authorizes any appeal from any decision that approves a replacement dwelling pursuant to MCC 11.15.2049.

---

However, in the event that I am incorrect in that conclusion (and in the event that Applicant obtains a contrary interpretation on appeal) I will proceed to address and decide all other issues (both procedural and substantive) in order to avoid a remand that would likely occur upon a reversal of my decision if I did not strive to resolve all remaining issues.

As I mentioned above, MCC 11.15.8290(A) only purports to grant the right to appeal to the "*applicant.*" Although it appears unusual that MCC 11.15.8290(A) would limit the right to appeal to the "*applicant*" alone, it nevertheless says precisely that.

---

<sup>5</sup> The fact that the March 15, 1996, Administrative Decision in PRE 2–96 contains a recital that appeal rights were available does not change matters. The language in MCC 11.15.8290(A) controls.

The County has the right to legislate that result. See ORS 215.422(1)(a) and (b). Indeed, the County does not have to provide an internal appeals process for “administrative” decisions at all, although any “administrative” decision that falls within the definition of “land use decision” in ORS 197.015(a)(A) can be appealed to LUBA within the appropriate time limits. See *Smith v. Douglas County*, 98 Or App 379, 382, 780 P2d 232, *rev den* 308 Or 608 (1989). Thus, any aggrieved party *other than the applicant* in this instance would retain any rights to appeal the underlying decision to LUBA.

I lack the authority to add language to MCC 11.15.8290(A) that does not exist, or to interpret the language in a manner that departs from the plain meaning of the language. See *Brown v. City of Portland*, 140 Or App 63, 70–71, \_\_\_ P2d \_\_\_ (1996). In other words, I cannot (and do not) interpret such a precise term as “applicant” to mean *both* the “applicant” *and* any other interested person or party. I can find nothing in the remainder of MCC 11.5.8290 or in MCC 11.15.8295 that makes it plain that the term “applicant” must necessarily include other persons or parties.

Although MCC 11.15.8225(A) defines “parties” to include persons other than the “applicant,” the appeal provisions in MCC 11.15.8295 — which control this proceeding — provide that “proceedings before the Hearings Officer on matters appealed under MCC .8290(A) . . . shall be conducted according to the provisions of MCC .8230 *through* .8290,” which necessarily *excludes* MCC 11.15.8225(A)’s discussion of “parties.”

---

I conclude, therefore, that there exists no right to appeal the Planning Director's March 15, 1996, decision in PRE 2–96 for yet another reason.

MCC 11.15.8290(A) specifically requires, as a condition precedent to Hearings Officer jurisdiction on any appeal thereunder, an appeal filed by the “applicant.” The language serves to negate appeal rights for anyone else, and I cannot (and do not) interpret such a precise term as “applicant” to necessarily include all other persons or parties.

Although I find that limitation to be somewhat unusual and perhaps unintended, the County nevertheless has the right to limit appeal rights, and I lack the authority to add language to the ordinance that does not appear therein, or which cannot be supplied from some other context. See *Brown v. City of Portland*, 140 Or App 63, 70–71, \_\_\_ P2d \_\_\_ (1996).

---

However, in the event that I am incorrect in that conclusion (and Applicant obtains a contrary interpretation on appeal) I will proceed to address and decide all other issues, both procedural and substantive, in order to avoid a remand that would likely occur upon a reversal of my decision if I did not strive to resolve all remaining issues.

---

B. MCC 11.15.8295  
(Procedure On Appeal)

MCC 11.15.8295(A) provides, in full:

“(A) A hearing before the Hearings Officer on a matter appealed under MCC .8290(A) *shall be limited* to the specific grounds relied on for reversal or modification of the decision in the Notice of Appeal.” (Emphasis added.)

The NOTICE OF APPEAL filed by the Appellant contains a topic heading that reads: “7. Describe specific grounds relied on for reversal or modification of the decision.” Following that heading, Appellant recites:

“Easement access. This kind of upgrade will due [*sic*] damage to my drinking wate[r] supply. Easement is not in proper place. I have been trying to have Mr. Hager straighten it out for years.”

In a separate attachment to the NOTICE OF APPEAL appears the following:

“A1 The excisting [*sic*] dwelling was served by a [*sic*] out-house for many years. When the house was built in 1979/1980 you needed 20 acres. The lot was 18.42 [acres], the house was built on .78 of an acre that was purchased after the house was built. The cooking area has no electricity and the ice box has a hole in the back at the rear of the structure.

- "A2 the building site overlooks the Sandy River zoned as green space. The land was not to be used. Some 7 acres has [sic] been logged near the building site, these trees need [to be] replaced. The trout ponds have existed [sic] for a number of years. The logging operations in the past has put silt [sic] into the ponds, and to my knowledge has not been corrected.
- "D The road that services this property is not on the proper easement. A road of 2000 feet is three longer [sic] than aloud [sic] and must have an environmental [sic] impact. And will have two building sites on one property. One in front and one in back. Even if the existing [sic] structure is trown [sic] down. Two septic systems 1500 feet of water line."

MCC 11.15.8295(C) provides that

"[t]he findings adopted by the Hearings Officer shall specifically address the relationships between [1] the *grounds for reversal or modification* of the decision as stated in the Notice of Appeal and [2] the *criteria* on which the Planning Director's decision was required to be based under this Chapter." (Emphasis and enumeration added.)

---

C. MCC 11.15.2049 AND 11.15.2074  
(CFU Approval Criteria)

In accordance with the directive in MCC 11.15.8295(C) that I quote in the previous section, I find Appellant's NOTICE OF APPEAL to implicate the following criteria in MCC 11.15.2049(A) ("Uses Permitted Under Prescribed Conditions") and MCC 11.15.2074 ("Development Standards for Dwellings and Structures"):

MCC PROVISION	CRITERION
11.15.2049(A)(1)	"The existing dwelling [must be] habitable . . . and contain[] a cooking/eating area . . . and bathroom facilities connected to a sewage disposal system."
11.15.2074(A)(1)	"The dwelling or structure shall be located such that . . . [i]t has the least impact on nearby or adjoining forest . . . lands[.]"
11.15.2074(A)(4)	"The dwelling or structure shall be located such that . . . [a]ny access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required."
11.15.2074(D)	"A . . . driveway accessing a single dwelling, shall be designed, built, and maintained to [fulfill the criteria in MCC 11.15.2074(D)(1)-(7)]."

I conclude that only the above issues appear within the NOTICE OF APPEAL, and discuss each in the following "Findings."



### III. FINDINGS

#### A. MCC 11.15.2049(A)(1)

MCC 11.15.2049(A)(1) require that the Applicant demonstrate, among other things, that

"[t]he existing dwelling [must be] habitable . . . and contain[] a cooking/eating area . . . and bathroom facilities connected to a sewage disposal system."

Appellant argues on appeal that "[t]he existing [sic] dwelling was served by a [sic] outhouse for many years" and that "[t]he cooking area has no electricity and the ice box has a hole in the back at the rear of the structure." At the hearing on April 17, 1996, Appellant acknowledged that he lacked evidence of those charges, but merely raised questions about those matters.

The record reflects that the existing dwelling is, and has been for some time, "habitable." Photographs and other evidence attests to the existence of the requisite

cooking and eating area. Nothing in MCC 11.15.2049(A)(1) requires that the dwelling actually have electricity. Finally, Applicant testified that the existing dwelling has never utilized an outhouse, and Appellant had no evidence to the contrary.

I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the finding in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2049(A)(1).

---

B. MCC 11.15.2074(A)(1)

MCC 11.15.2074(A)(1) provides, in pertinent part, that

“The dwelling or structure shall be located such that . . . [i]t has the least impact on nearby or adjoining forest . . . lands [.]”

Appellant questioned whether Applicant’s driveway access easement will damage his present water supply. However, at the April 17 hearing Appellant testified that, to the contrary, his water supply has never been better. Appellant offered no evidence of any damage, or any likely damage, to his present water supply as the result of the Administrative Decision’s approval.

I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the finding in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2074(A)(1).

---

C. MCC 11.15.2074(A)(4)

MCC 11.15.2074(A)(4) provides, in pertinent part, that

“[t]he dwelling or structure shall be located such that . . . [a]ny access road or service corridor in excess of 500 feet in length is demonstrated by the applicant to be necessary due to physical limitations unique to the property and is the minimum length required.”

Appellant questioned the length of Applicant’s driveway, but otherwise did not challenge Applicant’s evidence that the property’s topography necessitated the location and length of the driveway. Appellant offered no evidence that a driveway of 500 feet or less could service a site for a replacement dwelling.

I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the finding in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2074(A)(4).

---

#### D. MCC 11.15.2074(D)

MCC 11.15.2074(D) provides, in pertinent part, that

“[a] . . . driveway accessing a single dwelling, shall be designed, built, and maintained to [fulfill the criteria in MCC 11.15.2074(D)(1)–(7)].”

Appellant questioned whether Applicant’s driveway lacks an appropriate easement. However, MCC 11.15.2074(D) mentions the requirement of an “approved easement” *only* in the context of a “private road . . . accessing two or more dwellings [.]” I conclude that the reference to “two or more dwellings” means separate single-family residences owned by different parties and located on two or more parcels. Moreover, I also conclude that the context of the reference to “approved easement” within MCC 11.15.2074(D) makes it inapplicable to the subsequent reference to “driveway.”

Finally, I conclude that, although the record confirms that the *actual* location of the driveway appears to depart from location of the easement conveyed to Applicant in 1977 for access purposes, the driveway’s location has long been established by not only the agreement and acquiescence of the grantor (Ms. Kinsman) but had been established — and readily observable — by the time the Appellant purchased his adjoining

property in approximately 1980. Suffice it to say that elements of notice and adverse possession would certainly seem to have some impact here. In any event, Appellant has raised none of these latter legal issues, and I will not undertake that task independently.

I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the finding in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2074(D).

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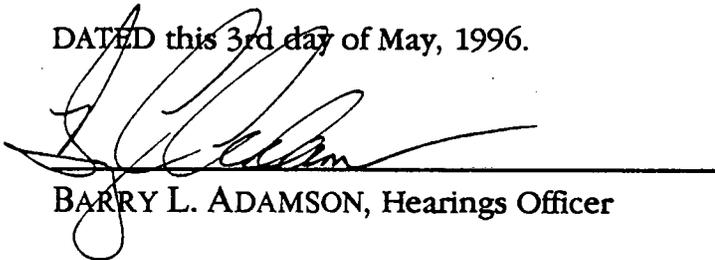
#### IV. CONCLUSIONS

1. I conclude that **there exists no right to appeal** the Planning Director's March 15, 1996, decision in PRE 2-96. There exist two similar procedural impediments under the circumstances:
  - ◆ *First*, MCC 11.15.8115(E) provides that a Hearings Officer may only “[h]ear and act upon appeals from administrative interpretations by the Planning Director *when such appeals are authorized by Ordinance*[.]” (Emphasis added.) I can find no ordinance that plainly or specifically authorizes any appeal from a Planning Director determination (or “interpretation”) under MCC 11.15.2049.
  - ◆ *Second*, MCC 11.15.8290(A) requires, as a condition precedent to Hearings Officer jurisdiction, “an administrative matter *made appealable under this Section by ordinance provision*.” I can find nothing within the CFU provisions in MCC 11.15.2042 to 11.15.2074 that authorizes any appeal from any decision that approves a replacement dwelling pursuant to MCC 11.15.2049.
2. **Alternatively** (in the event I am incorrect in my conclusions in paragraph 1, and in the event that Applicant obtains a contrary interpretation on appeal), I conclude that there exists no right to appeal the Planning Director's decision in PRE 2-96 for yet another reason. MCC 11.15.8290(A) specifically requires, as a condition precedent to Hearings Officer jurisdiction on any appeal thereunder, an appeal filed by the “*applicant*.” The language serves to negate appeal rights for anyone else. Although I find that limitation to be somewhat unusual and maybe even unintended, the County nevertheless has the right

to limit appeal rights. Moreover, I lack the authority to add language to the ordinance that does not appear therein, or which cannot be supplied from some other context. See *Brown v. City of Portland*, 140 Or App 63, 70-71, \_\_\_ P2d \_\_\_ (1996). I find nothing within the context of MCC 11.15.8290 or 11.15.8295, or any other provision, that suggests that the term "applicant" means something broader than its plain meaning as it appears in MCC 11.15.8290(A).

3. **Alternatively** (in the event I am incorrect in my conclusions in paragraphs 1 and 2, and in the event that Applicant obtains a contrary interpretation on appeal), I **affirm** the Planning Director's March 15, 1996, administrative decision and approval in PRE 2-96, which approved (subject to conditions) the replacement of a single-family residence in a CFU zone. I find that Appellant has raised challenges to Applicant's fulfillment of the criteria in MCC 11.15.2049(A)(1), 11.15.2074(A)(1), 11.15.2074(A)(4), and 11.15.2074(D). However, I find that Appellant — who has the burden of proof on appeal — has failed to demonstrate an *absence* of evidence sufficient to support the findings in the Administrative Decision that Applicant has fulfilled the criteria in MCC 11.15.2049(A)(1), 11.15.2074(A)(1), 11.15.2074(A)(4), and 11.15.2074(D).

DATED this 3rd day of May, 1996.



BARRY L. ADAMSON, Hearings Officer

MEETING DATE: JUN 6 1996

AGENDA #: R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: IGA between Portland Community College and the Sheriff's Office

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: June 6, 1996

AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Sheriff's Office DIVISION: Programs

CONTACT: Larry Aab TELEPHONE #: 251-2489  
BLDG/ROOM #: 313/230

PERSON(S) MAKING PRESENTATION: Larry Aab

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

Intergovernmental Agreement between Portland Community College and the Sheriff's Office to provide ABE/GED instruction for inmates within the correctional facilities; MCDC, Courthouse Jail, and MCRC. Contract #800207.

[Normally this IGA is a consent agenda item, but due to Commissioner Saltzman on the PCC Board we are placing it as a regular agenda item.]

6/4/96 ORIGINALS TO LARRY AAB  
SIGNATURES REQUIRED:

ELECTED OFFICIAL: [Signature]  
(OR)  
DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
CLATSOP COUNTY COMMISSIONERS  
JULY 21 PM 12:14  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions: Call the Office of the Board Clerk 248-3277 or 248-5222

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DAN NOELLE, Sheriff

TODAY'S DATE: May 8, 1996

REQUESTED PLACEMENT DATE: May 30, 1996

RE: IGA Between MCSO and Portland Community College (PCC) to Provide ABE/GED instruction for county inmates

I. Recommendation/Action Requested:

Request commitment from the Board to approve this IGA.

II. Background/Analysis:

PCC agrees to provide education services, including GED/ABE/ESL instruction, to county inmates at MCDC, CHJ, and MCRC. [Mt. Hood Community College serves MCIJ and MCCF.] Specifically, PCC will provide 22 hrs./week for 52 weeks at MCDC and CHJ, and 15 hrs./week for 44 weeks at MCRC.

Normally this IGA is a consent agenda item, but due to Commissioner Saltzman on the PCC Board we are placing it as a regular item.

III. Financial Impact:

PCC agrees to charge MCSO 1/2 of its actual cost of providing the services; MCSO's agrees to pay PCC not more than \$██████████. 36,765.

IV. Legal Issues:

Standard IGA indemnification issues regarding liability of employees acting within the scope of their employment.

V. Controversial Issues:

None noted.

VI. Link to Current County Policies:

Fosters intergovernmental cooperation.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

Portland Community College (PCC)

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Contract # 800207

Prior-Approved Contract Boilerplate:  Attached:  Not Attached:

Amendment # \_\_\_\_\_

<p style="text-align: center;"><b>CLASS I</b></p> <input type="checkbox"/> Professional Services under \$25,000 <input type="checkbox"/> Intergovernmental Agreement under \$25,000	<p style="text-align: center;"><b>CLASS II</b></p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCR B Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p style="text-align: center;"><b>CLASS III</b></p> <input checked="" type="checkbox"/> Intergovernmental Agreement over \$25,000 <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p style="text-align: center;">AGENDA # <u>R-2</u> DATE <u>6/6/96</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b></p>
--	--	---

Department: SHERIFF'S OFFICE Division: PROGRAMS Date: MAY 8, 1996  
 Contract Originator: CMDR VERA POOL Phone: 251-2542 Bldg/Room: 313/  
 Administrative Contact: LARRY AAB Phone: 251-2489 Bldg/Room: 313/231

Description of Contract: PROVIDE ABE/GED INSTRUCTION FOR INMATES WITHIN THE CORRECTIONAL FACILITIES, (MCDC, CHJ, MCRC)

RFP/BID #: \_\_\_\_\_ Date of RFP/BID: \_\_\_\_\_ Exemption Expiration Date: \_\_\_\_\_  
 ORS/AR #: \_\_\_\_\_ Contractor is  MBE  WBE  QRF

<p>Contractor Name: <u>PORTLAND COMMUNITY COLLEGE</u>          Mailing Address: <u>PO BOX 19000</u>  <u>PORTLAND OR 97219</u>          Phone: <u>244-6111 x6268</u> Attn: <u>Jim O'Brian</u>          Employer ID# or SS#: <u>93-0575187</u>          Effective Date: <u>JULY 1, 1996</u>          Termination Date: <u>JUNE 30, 1997</u>          Original Contract Amount: \$ <u>36,765</u>          Total Amt of Previous Amendments: \$ _____          Amount of Amendment: \$ _____          Total Amount of Agreement: \$ _____</p>	<p>Remittance Address (if different): _____          _____          _____          Payment Schedule <span style="float: right;">Terms</span>  <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt  <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30  <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other  <input type="checkbox"/> Requirements contract - Requisition Required          Purchase Order No. _____  <input type="checkbox"/> Requirements Not to Exceed \$ <u>36,765</u>          Encumber: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
---	---

**REQUIRED SIGNATURES:**  
 Department Manager: [Signature: Vera Pool]  
 Purchasing Manager: \_\_\_\_\_  
 (Class II Contracts Only)  
 County Counsel: \_\_\_\_\_  
 County Chair: \_\_\_\_\_  
 Sheriff:  \_\_\_\_\_  
 Contract Administration: \_\_\_\_\_  
 (Class I, Class II Contracts Only)

Date: 5-14-96  
 Date: \_\_\_\_\_  
 Date: 5/20/96  
 Date: June 6, 1996  
 Date: 5/14/96  
 Date: \_\_\_\_\_

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: \$			
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB ORG	REPT CATEG	LGFS DESCRIP	AMOUNT	IN CE EC
01	100	025	4110			6110				10,000	
02	168	025	4043		CIMP	6110				10,000	
03											

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

DISTRIBUTION: Original Signatures - Contract Administration, Initiator, Finance

**INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into pursuant to the authority found in ORS 190.010 et seq. and ORS 206.345 between the Multnomah County Sheriff's Office ("MCSO"), jointly with and on behalf of Multnomah County ("COUNTY"), and Portland Community College ("PCC"). As used in this Agreement, MCSO, COUNTY and PCC will be referred to collectively as the "parties."

**RECITALS**

WHEREAS, Multnomah County is a political subdivision of the State of Oregon and is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, the Multnomah County Sheriff is authorized to enter into intergovernmental agreements jointly with and on behalf of the County, pursuant to the provisions of ORS 206.345; and

WHEREAS, the Portland Community College District is a unit of local government authorized to enter into intergovernmental agreements pursuant to the provisions of ORS 190.010, et seq.; and

WHEREAS, ORS 341.315 provides that the county may contract with community college district to provide services of an educational nature; and

WHEREAS, Portland Community College is a college sanctioned by the State of Oregon, that provides GED instruction and testing, and maintains a GED/ABE/ESL instructional program both on campus and in other locations; and

WHEREAS, the MCSO desires to maintain a GED/ABE/ESL instructional program for inmates in MCSO Correctional Facilities.

IN CONSIDERATION of those mutual promises and terms and conditions set forth hereafter, and pursuant to the provisions of ORS chapter 190, the parties agree to be bound as follows:

DESCRIPTION OF SERVICES

1. Portland Community College agrees to perform as follows:
  - A. Multnomah County Detention Center (MCDC) and Multnomah County Court House Jail (CHJ) - provide 22 instructional hours per week (52 weeks per year) and a total of 210 preparation hours.
  - B. Multnomah County Restitution Center (MCRC) - provide 15 instructional hours per week (44 weeks per year).
  - C. Maintain one half of the service hours noted in sections A and B above at no cost to the MCSO.
  - D. PCC shall provide state qualified and MCSO approved instructors available to MCDC and CHJ fifty two (52) weeks per year, including Christmas, spring and summer college break periods.
  - E. All instructional personnel must allow a criminal records check to be performed and must be cleared for jail access by the MCSO prior to being considered approved as an instructor in the MCSO facilities.
  - F. GED/ABE/ESL instruction shall be provided within the identified correctional facilities on an hourly schedule jointly developed by Portland Community College and the MCSO.
  - G. Educational personnel shall utilize the assistance of screened volunteers to maximize the educational program for inmates.
  - H. Portland Community College agrees to maintain and provide the MCSO necessary statistical information regarding the persons tutored, sessions held and other information necessary to maintain instructional reports.
2. MCSO agrees to perform as follows:
  - A. The MCSO, Corrections Division, shall consider for jail clearance all instructors referred by PCC for facility assignment. An approval or disapproval decision shall be provided to PCC.

- B. The MCSO shall provide basic instructional materials necessary for GED/ABE instruction for inmates.
- C. The MCSO shall provide assistance in the development of an instructional schedule, screen potential volunteers, and provide assistance necessary to operate within a correctional facility.
- D. The MCSO agrees to provide to PCC reports necessary to maintain adequate time and employee records.
- E. The MCSO shall provide a reasonably safe working environment for instructors in a corrections context. PCC acknowledges there is a risk assumed when its instructors enter a correctional institution, and shall direct its instructors to obey all directions from corrections officers, and that failure to obey the orders of corrections officers may result in risk of injury or harm.

#### COMPENSATION

- 3. For the duration of this Agreement the MCSO shall pay to PCC, upon receipt of a monthly request for payment, one half of the costs of the instructional hours provided under section 1 of this Agreement. Fees paid under this Agreement shall not exceed \$36,765.

#### OTHER CONDITIONS

- 4. The parties agree that any and all instructors from PCC are employees of PCC and are not employees, agents, or representatives of the MCSO for any purpose.
- 5. The parties agree that this Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution and is contingent upon funds being appropriated therefore: Any provisions herein which would conflict with law are deemed inoperative to that extent.
- 6. The parties agree to comply with all applicable requirements of Federal and State civil rights law and rehabilitation statutes.

7. If PCC is determined by Multnomah County to be a sub-recipient of federal funds passed through Multnomah County, the contractor will submit an annual federal compliance audit in conformity with OMB Circular A-133, which applies the Federal Single Audit Act of 1984, Public law 98-502, to non-profit organizations.
8. The parties shall maintain worker's compensation insurance coverage for all its personnel, either as a carrier or self-insured employer as provided in Chapter 656 of Oregon Revised Statutes.

#### INDEMNIFICATION AND LIABILITY

9. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, MCSO and the COUNTY shall indemnify, defend and hold harmless PCC, its officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of MCSO personnel acting pursuant to the terms of this Agreement.
10. Subject to the limitations of the Oregon Torts Claims Act and the Oregon Constitution, PCC shall indemnify, defend and hold harmless COUNTY and MCSO, their officers, employees and agents from all claims, suits, actions or expenses of any nature resulting from or arising out of the acts, errors or omissions of PCC personnel acting pursuant to the terms of this Agreement.

#### CONTRACT MODIFICATION AND TERMINATION

11. This Agreement shall begin on July 1, 1996 and terminate June 30, 1997.
12. MCSO, by written notice of default, may terminate this agreement if PCC fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.
13. This contract may be terminated by mutual consent of both parties, or by either party upon thirty (30) days notice, in writing, and delivered by certified mail or in person.
14. Upon termination before completion of the services, payment to PCC shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by PCC against the MCSO under this agreement.

15. Termination under any provision of this paragraph shall not affect any right, obligation or liability of PCC which accrued prior to termination.
16. PCC and MCSO agree that this Agreement may be modified or amended by mutual agreement of the parties. Any modification to this Agreement shall be effective only when incorporated herein by written amendments and signed by both PCC and the Multnomah County Sheriff, and approved by the Multnomah County Board of Commissioners.

**DISPUTE RESOLUTION**

17. While the parties have attempted to make an Agreement anticipating and addressing their concerns, MCSO, COUNTY and PCC acknowledge the possibility that a claim, controversy or dispute may arise out of this Agreement. MCSO, COUNTY and PCC agree that each party has an obligation and affirmative duty to make a good faith effort to resolve any claim, controversy or dispute, including the giving of timely, written notification thereof to the other party.
18. MCSO, COUNTY and PCC agree that all claims, controversies or disputes which arise out of this Agreement, and which have not been resolved through good faith efforts of the parties, shall be resolved by arbitration in accordance with the then effective arbitration rules of the Arbitration Service of Portland or the American Arbitration Association, whichever organization is selected by the party who first initiates arbitration by filing a claim in accordance with the rules of the organization selected, and any judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

**CONTRACT ADMINISTRATION**

19. The Multnomah County Sheriff designates Vera Pool, Programs Division Commander, to represent MCSO in all matters pertaining to administration of this Agreement.
20. PCC designates Jim O'Brian to represent PCC in all matters pertaining to administration of this Agreement.

21. Any notice or notices provided for by this Agreement or by law to be given or served upon either party shall be given or served by certified letter, deposited in the U.S. mail, postage prepaid, and addressed to:

Dan Noelle  
Multnomah County Sheriff  
12240 NE Glisan Street  
Portland, OR 97230

Jim O'Brian  
Portland Community College  
P.O. Box 19000  
Portland, OR 97219

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

MULTNOMAH COUNTY, OREGON

PORTLAND COMMUNITY COLLEGE

By: *Beverly Stein*  
Beverly Stein, Chair

By: \_\_\_\_\_  
Dr. Daniel F. Moriarty, President

Date: June 6, 1996

Federal ID#: 93-0575187

Date: \_\_\_\_\_

By: *Dan Noelle*  
Dan Noelle, Sheriff

Date: 5/14/96

REVIEWED:

Laurence Kressel, County Counsel  
for Multnomah County, Oregon

By: *Jacqueline Weber*  
Jacqueline Weber, Assistant Counsel

Date: 5/20/96

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK

Meeting Date: JUN 06 1996  
Agenda No: R-3  
Estimated Start time: 9:35

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Pay Administration for Exempt Employees

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested by: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: June 6, 1996 and June 13, 1996

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-3113

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

**ACTION REQUESTED:**

INFORMATIONAL ONLY  POLICY DIRECTION  APPROVAL  OTHER

**SUGGESTED AGENDA TITLE:**

An ordinance relating to pay administration for employees not covered by collective bargaining agreement and repealing Ordinance No. 778 and No. 820.

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: Beverly Steingart

OR

DEPARTMENT MANAGER: Curtis Smith

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 21 PM 2:54  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES  
FINANCE  
LABOR RELATIONS  
PLANNING & BUDGET  
RISK MANAGEMENT

(503) 248-5015  
(503) 248-3312  
(503) 248-5135  
(503) 248-3883  
(503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS  
& CENTRAL STORES

(503) 248-5111

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith, Employee Services Manager

DATE: June 6, 1996

REQUESTED PLACEMENT DATE: June 6, 1996

RE: Pay Administration for Exempt Employees

- I. Recommendation/Action Requested: It is recommended that the Board of County Commissioners adopt the attached ordinance relating to certain revisions in our pay administration policy for exempt employees.
  
- II. Background/Analysis: Since the implementation of County Ordinance No. 778 (exempt pay and performance management), there has evolved a new spirit and culture in Multnomah County. Leadership direction set by the Board and in various departments has met with enthusiastic acceptance throughout the county. In addition, the recent publication of the RESULTS Roadmap, which urges more systematic thinking about the interrelationship of programs, is inspiring review of the effectiveness of many programs. To support this cultural change, the advisory committee originally assembled to enhance and operationalize Multnomah County's existing performance management system has recognized the need to propose some changes that are in support of our emerging working environment. The committee's detailed analysis and work plan are shown on the following pages. If the reader wishes to see a one paragraph summary of the six changes this ordinance would make, see the Ordinance Fact Sheet on the previous page.

## SYSTEM DESCRIPTION

The purpose of an enhanced **comprehensive performance management system** is to have a system that:

- Supports the vision, values, strategic direction, goals and culture of the County as they are expressed in the RESULTS Roadmap;
- Attracts and retains employees who can make a substantial contribution to the vision and results of the County;
- Recognizes employee performance, growth and development;
- Establishes standards and tools for:
  - Recruitment
  - Selection
  - Orientation
  - Performance Planning (setting expectations)
  - Probationary Practices (interim reviews; deselection)
  - Periodic Coaching
  - Development (training, coaching, rotation, etc.)
  - Performance Reviews
  - Compensation
  - Monetary and non-monetary Recognition Systems
  - Managing Substandard Performance including Discipline

## PHILOSOPHY

A comprehensive performance management system is necessary if the County is to develop a culture that is truly RESULTS-based.

A comprehensive system implies that all of the elements of the system are in alignment with the vision statement in Chapter 3 of the RESULTS Roadmap. For example:

- System elements are congruent and in alignment; e.g., compensation systems are aligned with organizational goals.
- There must be adequate Staff to support the systems; e.g., if the systems require training, there needs to be training staff.
- The organization's Style must be congruent with the values; e.g., managers need to recognize and reward teamwork if that is a goal, while not rewarding individual contributions that undermine the effectiveness of the team effort.
- There must be opportunities for employees to gain the Skills necessary to implement systems in support of the County's culture; e.g., for managers to be effective they must be trained in the performance management system.
- There must be comprehensive, agreed-upon Strategies to get to the Goals; e.g., elements of the system must be tied together; groups working on different elements must be linked together for the components to enhance one another.
- Structures need to support the values.

## CHALLENGES IN THE IMPLEMENTATION OF A COMPREHENSIVE PERFORMANCE MANAGEMENT SYSTEM

Implementing a comprehensive performance management system will have substantial impact on the other systems and processes, and will change how Multnomah County manages its people. It will be important that such a substantial change be carefully integrated into the context of all management change, and that consideration be given to demands on the Human Resource staff and other resources of the County.

The inter-departmental team that is proposing this change is composed of managers who are all very busy committed people; their time is also at a premium and doing a proper job on this project will take time.

## **BENEFITS TO IMPLEMENTING A COMPREHENSIVE PERFORMANCE MANAGEMENT SYSTEM**

However, the benefits are tremendous:

Managers will be more effective because they will have the tools and training to lead and manage within a culture committed to results and cultural competency.

Employees will perceive that the system is fair because:

- It is based upon principles that are in alignment with the stated goals and vision of the County;
- It will be consistent across the county;
- Performance discussions will focus on how the employee met individual goals and contributed to the overall effectiveness of the group.

Elected Officials will have confidence in a system that has clearly established goals, objectives and measurable outcomes, and one in which every employee has a plan to achieve these expectations.

The Public will understand and support a system that is in alignment with carefully planned use of tax monies, and that holds all managers accountable for performance by recognizing and rewarding only effective performance, and by effectively managing poor performance.

## **RECOMMENDATION**

**It is recommended that the County develop a comprehensive performance management system.**

In addition to the enclosed work plan, the following transition actions are recommended to bring the new system about:

- **Continue implementation** of the existing performance planning and compensation system (administrative procedures in support of Ordinance No. 778) **for unclassified exempt employees**; this process is already underway;
- **Implement the performance planning tools for the remaining exempt employees, on schedule, but delay the compensation piece** of the current process, until development of a more comprehensive package.

## RATIONALE TO SUPPORT THE RECOMMENDATIONS

- **Comprehensive System.**

Effective performance management systems do not consist of stand alone components. Rather, there are coherent, systematic links among recruitment/selection, orientation, performance planning, coaching/training and performance review and compensation. At this time, while efforts are going on in most of these areas at Multnomah County, there is a need for a uniting effort that will tie all of these efforts together, fill in gaps, and align them with the County-wide philosophy about RESULTS, Diversity, and Continuous Quality Improvement.

- **Continue Implementation for all unclassified exempt employees already enrolled in the existing performance planning/compensation practices.**

All department and division level managers have participated in one complete cycle of Ordinance 778's new performance management/compensation program. At this time most unclassified exempt personnel have received training in the process, and have plans in place. To change expectations for this group now could cause participants to feel "jerked around."

- **Implement the performance planning for the remaining exempt personnel, but delay the compensation piece.**

The new performance planning documents for exempt employees are a recognized improvement. Moving all exempt employees to these forms will put the emphasis on results and provide a unified set of managerial skills and expectations.

However, there is philosophical disagreement on the effectiveness of the compensation piece. Base salary increases for exempt employees must be placed at risk in order to have sufficient funds to recognize top performers. In addition, further work is needed to define and balance recognition of individual and team efforts. Finally, we need to develop an approach to team recognition which includes both represented and non-represented employees, because most of our teams will be of this composition.

## EXPECTATIONS, IF THIS PROPOSAL IS ACCEPTED

- A comprehensive performance management system, including but not limited to: recruitment, selection, performance goal setting, coaching, performance reviews, compensation, etc., will be designed and developed in 24 months. Implementation, including the new performance evaluation forms, will be started within this period, but it is not expected that the entire program will be installed for at least three years. Multnomah County is engaged in a major culture change; such comprehensive systems changes take time.
- With the implementation of a comprehensive performance management system, the Board's goals of the highest standard of management performance for Multnomah County will be achieved.

### In the interim...

- Managers will have the ability to recognize high performers. This will be achieved through one-time only incentives provided in the current ordinance.
- Managers will have the ability, and are expected, to deny raises to poor performers.

Enclosure: Work Plan

III. Financial Impact: No new fiscal impact.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: Continues County's phased-in approach to pay for performance for exempt employees.

VII. Citizen Participation: None.

VIII. Other Government Participation: Other governments' pay plans have been reviewed by the advisory committee.

Meeting Date	Element	Implementation
April 26, 1996	Scope of Project Revised Time Line	
May 10, 1996	Philosophy of Pay	
May 24, 1996	Memo to Recruit & Select	
June 14, 1996	Memo to Recruit & Select	
June 28, 1996	Hiring mechanics	
July 12, 1996	Other Recognition	
July 26, 1996	Other Recognition	
August 9, 1996	Other Recognition	
August 23, 1996	Catch up if necessary	
Sept. 13, 1996	Orientation to County	
Sept. 27, 1996	Orientation to County	
Oct. 11, 1996	Orientation to Work Unit/Dept.	
Oct. 25, 1996	Orientation to Work Unit/ Dept.	
Nov. 8, 1996	Performance Plan-Setting Goals and expectations	
Nov. 22, 1996	Performance Plan- Setting Goals and expectations	
Dec. 13, 1996	Performance Plan- Setting Goals and expectations	
January 10, 1997	Probation	
January 24, 1997	Probation	
February 14, 1997	Coaching for Performance	
February 28, 1997	Coaching for Performance	
March 14, 1997	Coaching for Performance	

March 28, 1997	Training and Development
April 11, 1997	Training and Development
April 25, 1997	Training and Development
May 9, 1997	Dealing with Substandard Performance
May 23, 1997	Dealing with Substandard Performance
June 13, 1997	Dealing with Substandard Performance
July 11, 1997	Performance Review
July 25, 1997	Performance Review
August 8, 1997	Performance Review
August 22, 1997	Compensation
Sept. 12, 1997	Compensation
Sept. 26, 1997	Compensation
Oct. 10, 1997	Catch up
Oct. 24, 1997	Promotions
Nov. 14, 1997	Promotions
Nov. 28, 1997	Separation
Dec. 12, 1997	Separation
January 9, 1998	Separation
January 23, 1998	Pull together- complete implementation and training plan

ORDINANCE FACT SHEET

Ordinance Title: An ordinance relating to pay administration for employees not covered by collective bargaining agreement, and repealing Ordinance No. 778 and No. 820.

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

This ordinance reflects the ongoing work of the Advisory Committee on this topic. The ordinance makes the following changes: 1) Finds that the existing performance management system for managers and other exempt employees should be enlarged beyond the issues of annual pay and evaluation forms to include, but not be limited to, employee orientation, coaching for performance, discipline procedures, recognition of employees, and career development; 2) Directs the Ordinance's existing advisory committee to develop such system enhancements, and report recommendations to the Board of County Commissioners when its work plan is completed (estimated for January, 1998); 3) Implements new performance evaluation procedures for all classified managers and supervisors in 1996-97, but retains current pay system (3% annual anniversary raise and Board-determined COLA) pending report from advisory committee; 4) Adjusts, as previously scheduled, the anniversary date of classified managers, supervisors, and all other exempt classified employees to July 1, so data for personal performance evaluations match, and can take advantage of existing fiscal year data collection systems; 5) Allows anniversary merit increase for less than satisfactory exempt employee to be any amount less than 3%, including zero; and 6) Brings forward and consolidates language from two previous ordinances on this topic.

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

While full implementation is taking longer than originally expected, we believe we are a leader among employers in this area.

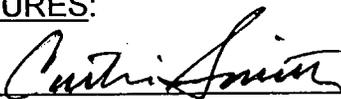
What has been the experience in other areas with this type of legislation?

In spite of extensive research, we have not been able to identify a public agency with a pay for performance system which is working satisfactorily. Hence the need for the Advisory Committee to be thorough in its work, and the need to phase in only those portions of the system about which we have a high degree of confidence. Essentially, Multnomah County is in the position of inventing from scratch a workable pay for performance system.

What is the fiscal impact, if any?

No new fiscal impact.

SIGNATURES:

Person Filling Out Form: \_\_\_\_\_ 

Planning & Budget Division (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: \_\_\_\_\_ 

1 BEFORE THE BOARD OF COUNTY COMMISSIONERS

2 FOR MULTNOMAH COUNTY, OREGON

3 ORDINANCE NO. \_\_\_\_\_

4 An ordinance relating to pay administration for employees not covered by collective  
5 bargaining agreement and repealing Ordinance No. 778 and No. 820.

6 MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7 Section I. Findings and Purpose.

8 (A) Multnomah County, Oregon employs a variety of individuals in classifications  
9 not covered by any collective bargaining agreement.

10 (B) It is the desire of the Board of County Commissioners (hereinafter "Board")  
11 to adopt administrative policies and procedures governing pay administration for exempt  
12 employees.

13 (C) The Board finds that adoption of a consistent pay policy which is not  
14 interrupted by pay freezes or furloughs will enhance the level of mutual trust between the  
15 Board and exempt employees.

16 (D) The Board finds that the public's demand for greater accountability makes it  
17 reasonable for managers to describe the results they achieve, and for the Board to reward  
18 those results with pay and/or other appropriate forms of recognition.

19 (E) Employees are the most vital resource of Multnomah County. As a result, the  
20 effectiveness of employee performance is crucial to the delivery of public services in an era  
21 of increasing service needs and constricted funding. Therefore, this evaluation system for  
22 measuring the performance of exempt employees should become a model for other public  
23 employees, both within and outside Multnomah County.

24 (F) Research and experience have shown that the County should develop a more  
25 comprehensive performance management system which goes beyond the issues of annual pay  
26 and evaluation forms, to include, but not be limited to, employee orientation, coaching for  
27

1 performance, discipline procedures, recognition of employees, and career development.

2 Section II. Definitions.

3 (A) Appointing Manager. A County manager to whom authority has been  
4 delegated to make appointments to positions.

5 (B) Classified Employee. An employee who is not exempt from the classified  
6 service pursuant to MCC 3.10.100.

7 (C) Confidential Employee. An employee who is exempt from collective  
8 bargaining solely because of the confidential nature of the work pertaining to collective  
9 bargaining performed by his/her position.

10 (D) County. Multnomah County, Oregon.

11 (E) Current Performance Appraisal System. The system in effect on the date this  
12 Ordinance was adopted.

13 (F) Exempt Employee. An employee in a classification not covered by a collective  
14 bargaining agreement, except for any confidential employee.

15 (G) Elected Official. Chair, Commissioner, Auditor, Sheriff and District Attorney.

16 (H) Elected Officials Staff. Employees in positions which report directly to and  
17 serve at the pleasure of a County elected official and serve as such official's immediate  
18 secretary, administrative, legislative, or other immediate or first-line aide as defined in Section  
19 701(f) of the Equal Employment Opportunity Act of 1972.

20 (I) Personnel Officer. The County Chair, except as otherwise provided by State  
21 law or County ordinance.

22 (J) Promotion. Movement of an employee to a classification that has a higher  
23 maximum rate than the employee's current classification.

24 (K) Reclassification. Assignment of an employee from one classification to  
25 another classification.

1 (L) Unclassified Employee. An employee who is exempt from the classified  
2 service pursuant to MCC 3.10.100.

3 Section III. Policy.

4 It is the policy of Multnomah County to establish an exempt compensation plan that  
5 provides such pay as necessary for the County to recruit, select, and retain qualified  
6 management, supervisory, administrative, and professional employees; that recognizes  
7 employee performance, growth, and development; that maintains an appropriate internal  
8 relationship among classifications and employees based on job responsibilities, qualifications,  
9 and authority; and that maintains parity between equivalent exempt and non-exempt positions.

10 Section IV. Scope.

11 This policy covers all County employees who are in a classification not covered by  
12 a collective bargaining agreement, with the following exceptions:

13 (A) Any confidential employee shall be governed by the provisions governing  
14 employees in his/her equivalent classification in the applicable collective bargaining agreement.

15 (B) Elected Officials Staff shall be excluded from the provisions of this Ordinance.  
16 The pay rates, performance appraisal system, and pay administration policies for Elected  
17 Officials Staff shall be determined by the respective elected officials, within the limits set by  
18 funds allotted for the various positions in this category.

19 (C) Exempt employees who are regularly scheduled to work less than 20 hours  
20 per week shall not be governed by this Ordinance.

21 Section V. Compensation Plan.

22 (A) The compensation plan for exempt employees shall include a pay range  
23 consisting of a minimum and a maximum base rate for each exempt classification. The ranges  
24 and any changes thereto shall be approved by the Board of County Commissioners.

25 (B) The Personnel Officer shall be responsible for developing and presenting  
26 annual compensation plan adjustment recommendations to the Board of County  
27

1 Commissioners. These recommendations shall be based on periodic surveys of comparable  
2 employers, internal classification relationships, financial constraints, and/or actual or anticipated  
3 pay adjustments for non-exempt employees.

4 Section VI. Performance Appraisal Systems.

5 The Personnel Officer shall develop and implement performance appraisal systems  
6 for permanent exempt employees. The system to be phased out by this Ordinance shall be  
7 known as the "current performance appraisal system." The new system established by this  
8 Ordinance shall be known as the "results-oriented merit evaluation system".

9 Section VII. Current Performance Appraisal System.

10 (A) Until exempt employees are covered by the results-oriented merit evaluation  
11 system, they shall be covered by the current performance appraisal system.

12 (B) Performance Appraisal Schedule. Appraisals shall be made at the first six  
13 months of service within a classification, at the first twelve months of service within a  
14 classification, and at each succeeding twelve months of service within a classification. Each  
15 employee who receives a performance appraisal of "Needs Improvement" shall be reappraised  
16 in writing three months later.

17 (C) Anniversary Date Computation.

18 (1) An exempt employee under the current performance appraisal system  
19 may be eligible for a merit increase under Section VII Part D of this Ordinance on his/her  
20 anniversary date as determined under Executive Order No. 195 Personnel Rules.

21 (2) The anniversary date as determined under the Personnel Rules will be  
22 adjusted as follows:

23 (a) If the anniversary date of an exempt employee falls between the  
24 1st and 15th of the month, it shall be treated as though it fell on the 1st of the month.

25 (b) If the anniversary date of an exempt employee falls between the  
26 16th and the end of the month, it shall be treated as though it fell on the 16th of the month.

1 (D) Merit Increase.

2 (1) A merit increase is an increase in base pay equal to three percent (3%)  
3 or to the maximum of the range, whichever is lesser.

4 (2) Each exempt employee who receives a performance appraisal other than  
5 "Needs Improvement" shall receive a merit increase, effective on that employee's anniversary  
6 date.

7 (3) No exempt employee who receives an appraisal of "Needs Improvement"  
8 shall receive a merit increase. If the second appraisal after a "Needs Improvement" appraisal,  
9 as required above, results in a rating other than "Needs Improvement", the employee shall  
10 receive a merit increase, effective three months after that employee's anniversary date.

11 Section VIII. Results-Oriented Merit Evaluation System.

12 (A) Description. Performance objectives and measurements for each covered  
13 employee shall be established prior to the beginning of each fiscal year. Performance  
14 objectives and measurements will be mutually agreed upon by the employee and his/her  
15 supervisor. Department managers excepted, if the evaluator and the evaluatee are unable to  
16 agree on the evaluatee's performance objectives or degree of achievement, the next manager  
17 to whom they report will facilitate an agreement.

18 (B) Implementation Rules. The Personnel Officer shall be responsible for  
19 establishing rules and procedures to implement the results oriented merit evaluation system.

20 (C) Evaluation Schedule. Each employee will be evaluated at the end of the fiscal  
21 year based on the results achieved toward meeting the established performance objectives.  
22 Evaluations shall be completed by October 1 following the end of the fiscal year for which the  
23 performance objectives were established.

24 (D) Definitions.

25 (1) "Department managers" mean the Directors of the following: Department  
26 of Community Corrections, Department of Environmental Services, Department of Community  
27

1 and Family Services, Department of Aging Services, Department of Juvenile Justice Services,  
2 Health Department, Department of Support Services, and Library.

3 (2) "Division managers and equivalent positions" mean those positions so  
4 designated by a department manager, the Sheriff, the District Attorney, and the County Chair  
5 within his/her area of authority.

6 (3) "Remaining managers and supervisors" mean employees occupying any  
7 other exempt position where the job title includes any of the following terms: "manager,"  
8 "supervisor," "administrator," "officer," or "chief." The category also includes members of the  
9 Sheriff's Office Command Staff. Remaining managers and supervisors may occupy either  
10 classified or unclassified positions.

11 (E) Phase-In Plan. The results-oriented merit evaluation system shall cover all  
12 exempt employees within the scope of this Ordinance and shall be phased in using the  
13 following schedule:

14 (1) The performance of department managers, division managers and  
15 equivalent positions will be evaluated in terms of performance objectives beginning fiscal year  
16 1994-95.

17 (2) The performance of remaining unclassified managers and supervisors  
18 will be evaluated in terms of performance objectives beginning fiscal year 1995-96.

19 (3) The performance of remaining classified managers and supervisors will  
20 be evaluated in terms of performance objectives beginning fiscal year 1996-97.

21 (4) The performance of all remaining exempt employees covered by this  
22 Ordinance will be evaluated in terms of performance objectives beginning fiscal year 1997-98.

23 (5) On his/her anniversary date during the first fiscal year for which  
24 performance objectives have been established, each exempt employee to be phased into the  
25 results oriented merit evaluation system shall be eligible to receive a merit increase as defined  
26 in Section VII Part (D). This shall be his/her final merit increase under the "current  
27

1 performance appraisal system," as that term is defined in this Ordinance.

2 (F) Merit Increases.

3 (1) The Personnel Officer shall be responsible for developing and presenting  
4 an annual recommendation to the Board of County Commissioners regarding the allocation of  
5 money to be used for merit pay for unclassified employees covered by the results-oriented  
6 merit evaluation system. The allocation of money adopted by the Board shall be no less than  
7 the sums that would have gone toward cost of living increases plus merit increases under the  
8 "current performance appraisal system," as that term is defined in this Ordinance.

9 (2) Effective July 1 of each year, each unclassified exempt employee  
10 covered by the results-oriented merit evaluation system may be awarded merit pay based on  
11 his/her accomplishment of the performance objectives established for the prior fiscal year.

12 (3) Effective July 1 of each year, each classified exempt employee covered  
13 by the results-oriented merit evaluation system may be awarded a merit increase in base pay  
14 equal to three percent (3%) or to the maximum of the range, whichever is less; provided  
15 however, that each classified exempt employee who receives a performance appraisal of less  
16 than satisfactory, in the opinion of his/her evaluator, shall receive no increase in base pay, or  
17 an amount that is less than 3% increase in base pay.

18 (4) In addition, incentive payments as defined in Section IX Part F are an  
19 integral part of the merit pay system.

20 (F) Cost of Living Increases.

21 (1) Unclassified exempt employees covered by the results-oriented merit  
22 evaluation system are not eligible for cost of living increases.

23 (2) Classified exempt employees covered by the results-oriented merit  
24 evaluation system may be eligible for cost of living increases, as approved by the Board.

25 (G) Advisory Committee.

26 The Employee Services Manager shall chair an advisory committee of exempt  
27

1 employees to monitor the phase-in of the results oriented merit evaluation system and to  
2 develop a more comprehensive performance management system. When the work plan is  
3 complete, the advisory committee shall present recommendations to the Board of County  
4 Commissioners.

5 Section IX. Pay Administration.

6 (A) No exempt employee shall be paid at a base rate which is less than the  
7 minimum or more than the maximum base rate for the employee's classification.

8 (B) Appointment.

9 (1) All new hires, promotions, and reclassifications to exempt positions may  
10 be made at a base rate up to the midpoint of the employee's range, at the discretion of the  
11 appointing manager. New hires, promotions, and reclassifications at a base rate above the  
12 midpoint may be made with the approval of the appropriate elected official.

13 (2) When a new hire or promotion to an exempt vacancy is made at a base  
14 rate which is less than the mid-point of the appropriate salary range, the appointing manager  
15 may, based on performance of the appointee during a trial service period, provide a pay  
16 adjustment to the appointee. Such adjustment shall not raise the base rate above the mid-  
17 point of the appropriate pay range and must occur within one year of the appointment date.  
18 This adjustment shall not affect the anniversary date.

19 (C) Range Adjustments. Whenever the Board of County Commissioners adopts  
20 changes in the compensation plan for an exempt classification, the implementing Ordinance  
21 shall specify the effect upon employees in that classification.

22 (D) Incentive Payments. Incentive payments are an integral part of the merit pay  
23 system. Upon recommendation, an elected official may authorize an incentive payment to an  
24 individual employee or a team of employees under the official's authority. An incentive  
25 payment shall be for outstanding professional contributions to Multnomah County during the  
26 evaluation period in order to carry out Multnomah County's policy of exempt compensation

1 administration as stated in Section III of this Ordinance. Incentive payments under this section  
2 shall not be added to an exempt employee's base pay rate.

3 Section X. Explanatory Chart.

4 The explanatory chart attached to this ordinance as Exhibit A is adopted. Any conflict  
5 between the chart and the ordinance text shall be resolved in favor of the text.

6 Section XI. Repeal.

7 Ordinance No. 778 and Ordinance No. 820 are hereby repealed.

8 ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 1996, being the date of  
9 its second reading before the Board of County Commissioners of Multnomah County, Oregon.

10  
11  
12 By \_\_\_\_\_  
13 Beverly Stein, Chair  
14 MULTNOMAH COUNTY, OREGON

15 REVIEWED:

16 

17 \_\_\_\_\_  
18 Laurence Kressel, County Counsel  
19 of Multnomah County, Oregon

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28 N:\DATA\EMPSER\WPDATA\ISJA293

# EXHIBIT A

## TIMELINE FOR EXEMPT EMPLOYEE PHASE-IN

	Date	Dept. & Division Managers	Other Unclassified Managers	Classified Managers and Supervisors	Other Exempt
Year 1 94-95	7/1/94 7/1/94 7/94-6/95 7/94-6/95 6/30/95	COLA Est. 94-95 Objectives. Collect Evaluation Data. Last 3% Anniversary Raise. End of Evaluation Year.	COLA  3% Anniversary Raise.	COLA  3% Anniversary Raise.	COLA  3% Anniversary Raise.
Year 2 95-96	7/1/95 7/1/95 7/95-6/96 7/95-6/97 8/95 9/1/95  10/1/95  6/30/96	Est. 95-96 Objectives. Collect Evaluation Data.  Evaluate 94-95. Send Evaluation & Data Form to Employee Services. Merit Increases Effective 7/1/95 for Year 1 Results. End of Evaluation Year.	COLA Est. 95-96 Objectives. Collect Evaluation Data. Last 3% Anniversary Raise.   End of Evaluation Year.	COLA  3% Anniversary Raise.	COLA  3% Anniversary Raise.
Year 3 96-97	7/1/96 7/1/96 7/96-6/97 7/96-6/97 8/96 9/1/96  10/1/96  6/30/97	Est. 96-97 Objectives. Collect Evaluation Data.  Evaluate 95-96. Send Evaluation & Data Form to Employee Services. Merit Increases Effective 7/1/96 for Year 2 Results. End of Evaluation Year.	Est. 96-97 Objectives. Collect Evaluation Data.  Evaluate 95-96. Send Evaluation & Data Form to Employee Services. Merit Increases Effective 7/1/96 for Year 2 Results. End of Evaluation Year.	COLA Est. 96-97 Objectives. Collect Evaluation Data. Last 3% Anniversary Raise.   End of Evaluation Year.	COLA  3% Anniversary Raise.
Year 4 97-98	7/1/97 7/1/97 7/97-6/98 7/97-6/98 8/97 9/1/97  10/1/97  6/30/98	Est. 97-98 Objectives. Collect Evaluation Data.  Evaluate 96-97. Send Evaluation & Data Form to Employee Services. Merit Increases Effective 7/1/97 for Year 3 Results. End of Evaluation Year.	Est. 97-98 Objectives. Collect Evaluation Data.  Evaluate 96-97. Send Evaluation & Data Form to Employee Services. Merit Increases Effective 7/1/97 for Year 3 Results. End of Evaluation Year.	COLA Est. 97-98 Objectives. Collect Evaluation Data.  Evaluate 96-97. Send Evaluation & Data Form to Employee Services. 0-3% Merit Increases Effective 7/1/97  End of Evaluation Year.	COLA Est. 97-98 Objectives. Collect Evaluation Data. Last 3% Anniversary Raise.   End of Evaluation Year.

Meeting Date: JUN 0 6 1996  
Agenda No: R-4  
Estimated Start time: 9:45

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Pay Ranges and COLA increases for exempt employees

BOARD BRIEFING Date Requested: \_\_\_\_\_

Requested by: \_\_\_\_\_

Amount of Time Needed: \_\_\_\_\_

REGULAR MEETING: Date Requested: June 6, June 13

Amount of Time Needed: 10 minutes

DEPARTMENT: Support Services DIVISION: Employee Services

CONTACT: Curtis Smith TELEPHONE #: 248-3313

BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED:

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

SUGGESTED AGENDA TITLE:

An ordinance relating to the pay ranges and COLA increases for exempt employees.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Steind

OR

DEPARTMENT MANAGER: \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY 28 PM 3:23  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

BEVERLY STEIN  
COUNTY CHAIR

EMPLOYEE SERVICES (503) 248-5015  
FINANCE (503) 248-3312  
LABOR RELATIONS (503) 248-5135  
PLANNING & BUDGET (503) 248-3883  
RISK MANAGEMENT (503) 248-3797

(503) 248-5170 TDD

PORTLAND BUILDING  
1120 S.W. FIFTH, 14TH FLOOR  
P.O. BOX 14700  
PORTLAND, OREGON 97214

PURCHASING, CONTRACTS (503) 248-5111  
& CENTRAL STORES

2505 S.E. 11TH, 1ST FLOOR  
PORTLAND, OREGON 97202

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Curtis Smith *Curtis Smith by SJA*

DATE: May 28, 1996

REQUESTED PLACEMENT DATE: June 6, 1996

RE: Pay ranges and COLA increases for exempt employees.

- I. Recommendation/Action Requested: Adoption of Ordinance to apply a general adjustment to exempt pay ranges, and to increase the pay of eligible exempt employees.
- II. Background/Analysis: This Ordinance reflects routine updating of the exempt employee compensation plan to keep it current.

Section II of the Ordinance increases all the pay ranges in the exempt compensation plan by 2.8%, effective July 1, 1996. This is equal to the percentage COLA that is being processed for bargaining unit employees, according to their contracts.

Section III of the Ordinance increases the pay for most exempt employees by 2.8%. There are two types of exceptions: a) Elected Officials' staff members, whose pay is determined by the appropriate elected officials; and b) Department and Division managers and other unclassified managers and supervisors, who were included in the first and second year phase-in to the results-oriented merit evaluation system.

Section IV of the Ordinance sets the pay for the Sheriff. The Board customarily acts each July 1 on the Sheriff's pay. This recommended pay rate represents a 5.8% increase from his current rate. This increase is in lieu of, and equivalent to, the COLA increase and an annual merit increase.

- III. Financial Impact: This COLA increase will cost \$1,013,615, all funds, including "rollups." This money is already included in the FY 96/97 budget. Please see attached memo from Planning & Budget for details.

IV. Legal Issues: None.

V. Controversial Issues: None.

VI. Link to Current County Policies: The exempt employee salary administration ordinance requires that the exempt compensation plan be kept current.

VII. Citizen Participation: None.

VIII. Other Government Participation: None.



# MULTNOMAH COUNTY, OREGON

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**BOARD OF COUNTY COMMISSIONERS**

BEVERLY STEIN  
DAN SALTZMAN  
GARY HANSEN  
TANYA COLLIER  
SHARRON KELLEY

PLANNING & BUDGET  
PORTLAND BUILDING  
1120 S.W. FIFTH - ROOM 1400  
P. O. BOX 14700  
PORTLAND, OR 97214  
PHONE (503)248-3883

---

TO: Susan Ayers  
FROM: Dave Warren *DCW*  
DATE: May 28, 1996  
SUBJECT: Cost of Living Adjustment for Exempt Employees, July 1, 1996

---

The overall cost of a cost of living adjustment for Exempt employees effective July 1, 1996 will be \$1,013,615 based on the amounts included in the 1996-97 Budget. The following table shows the amounts by Fund.

Fund	EXEMPT	
	Approved Budget	2.8% COLA plus "Rollup" Costs
<b>100</b>	9,876,849	327,248
<b>All Other</b>	20,715,577	686,367
	<hr/> 30,592,426	<hr/> 1,013,615
140	52,223	1,730
150	1,053,859	34,917
156	11,965,718	396,459
158	55,745	1,847
161	255,302	8,459
162	2,163,527	71,684
168	78,500	2,601
169	754,506	24,999
175	1,330,018	44,067
180	98,156	3,252
362	48,071	1,593
390	259,064	8,584
395	147,696	4,894
400	764,055	25,315
401	179,598	5,951
402	63,627	2,108
403	716,974	23,755
404	40,190	1,332
410	688,747	22,820

A cost of living adjustment of 3.1% is already budgeted for 1996-97, that is, the 2.8% amount shown in the third column in the above table is included in the first column.

ORDINANCE FACT SHEET

Ordinance Title: An ordinance relating to the pay ranges and COLA increases for exempt employees

Give a brief statement of the purpose of the ordinance (include the rationale for adoption of ordinance, description of persons benefitted, other alternatives explored):

Proposed 2.8% COLA for exempt employees would be effective July 1, 1996. Most union contracts provide for a 2.8% COLA on that date. The County's policy has been to provide a COLA on July 1, usually in the same amount as the unions.

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

A COLA increase is a common pay policy.

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

A COLA has historically been a satisfactory alternative to such private sector pay strategies as profit sharing, bonuses, gain sharing, and the like.

What is the fiscal impact, if any?

The total 96/97 cost will be \$1,013,615, all funds, including "rollups." This money is currently budgeted.

(If space is inadequate, please use other side)

SIGNATURES:

Person Filling Out Form: Curtis Smith by SJA

Planning & Budget Division (if fiscal impact): David C. Warren

Department Manager/Elected Official: Beverly Steins

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

3                                   ORDINANCE NO. \_\_\_\_\_

4                   An ordinance relating to the pay ranges and COLA increases for exempt  
5 employees.

6                   MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

7                   Section I. Findings.

8                   (A)    Multnomah County, Oregon employs a variety of individuals excluded from  
9 any collective bargaining agreement referred to as "exempt" employees.

10                  (B)    It is the County's policy to establish an exempt compensation plan that  
11 provides such pay as necessary for the County to recruit, select, and retain qualified  
12 management, supervisory, administrative, and professional employees; that recognizes  
13 employee performance, growth, and development; that maintains an appropriate internal  
14 relationship among classifications and employees based on job responsibilities,  
15 qualifications, and authority; and that maintains parity between equivalent exempt and  
16 non-exempt positions.

17                  (C)    The Personnel Officer is responsible for developing and recommending  
18 compensation plan adjustments to the Multnomah County Board of Commissioners.

19                  Section II. General Adjustments.

20                  The pay ranges of the exempt compensation plan shall be increased by 2.8%,  
21 effective July 1, 1996. These pay ranges are shown in Exhibit A to this Ordinance and  
22 are adopted.

23                  Section III. Effect on Employees.

24                  (A)    Employees in positions described below shall receive no pay adjustment  
25 as a result of Section II of this Ordinance, unless an increase is necessary to meet the  
26 requirement to pay each exempt employee at least the minimum rate for his/her pay  
27

1 range. Such increases shall be limited to the amount necessary to bring an employee  
2 to the minimum rate of his/her pay range.

3 (1) Elected Officials' Staff (marked with a triple asterisk (\*\*\*) on Exhibit  
4 A); and

5 (2) All department and division managers and other unclassified  
6 managers and supervisors (marked with a plus sign (+) on Exhibit A).

7 (B) Except as provided in (A) above, each employee in a classification listed in  
8 Exhibit A shall have his/her pay increased by 2.8%, effective July 1, 1996.

9 Section IV. Pay Rate for Sheriff.

10 Effective July 1, 1996, the Sheriff shall be paid \$94,675.68 annually (\$3,944.82  
11 semimonthly).

12 ADOPTED the \_\_\_\_\_ day of \_\_\_\_\_, 1996, being the date of  
13 its second reading before the Board of County Commissioners of Multnomah County,  
14 Oregon.

15  
16 By \_\_\_\_\_  
17 Beverly Stein, Chair  
18 MULTNOMAH COUNTY, OREGON

19 REVIEWED:

20   
21 \_\_\_\_\_  
22 Laurence Kressel, County Counsel  
of Multnomah County, Oregon

23 N:\DATA\EMP\SER\WPDATA\EXCOLA

EXHIBIT A  
EXEMPT PAY RANGES - Effective July 1, 1996

JOB TITLE	ANNUAL		
	Min	Mid	Max
A & T Manager/Senior */+	60,737	72,884	85,032
AA/EEO Officer */+	49,966	59,959	69,952
Accounts Payable Supervisor	41,121	49,345	57,569
Administrative Analyst	33,827	40,592	47,358
Administrative Analyst/Senior	37,303	44,765	52,225
Administrative Serv Officer	43,162	51,795	60,427
Adult Housing Administrator	41,121	49,345	57,569
Aging Services Branch Admin	41,121	49,345	57,569
Aging Services Program Manager */+	52,479	62,975	73,470
Animal Control Manager */+	52,479	62,975	73,470
Appraisal Supervisor/Commercial	37,303	44,765	52,225
Appraisal Supervisor/Personal Prop	37,303	44,765	52,225
Appraisal Supervisor/Residential	37,303	44,765	52,225
Assessment Info Resource Mgr */+	49,966	59,959	69,952
Asst County Counsel 1 *	39,156	46,987	54,819
Asst County Counsel 2 *	43,162	51,795	60,427
Asst County Counsel/Chief */+	57,845	69,414	80,983
Asst County Counsel/Senior *	49,966	59,959	69,952
Background Investigator	29,235	35,082	40,928
Benefits Administrator	45,316	54,379	63,442
Board of Equalization Admin	33,827	40,592	47,358
Bridge Maintenance Supervisor	37,303	44,765	52,225
Bridge Operations Supervisor	25,247	30,296	35,345
Bridge Services Manager */+	49,966	59,959	69,952
Budget Analyst	35,527	42,632	49,738
Budget Analyst/Principal	45,316	54,379	63,442
Budget & Quality Manager */+	57,845	69,414	80,983
Captain */+	65,506	72,054	78,603
Captain/Corrections */+	60,586	66,644	72,703
Cartography Supervisor	33,827	40,592	47,358
Case Management Supervisor	37,303	44,765	52,225
Cataloging Administrator	47,584	57,101	66,617
Central Library Coordinator	47,584	57,101	66,617
Central Stores Supervisor	41,121	49,345	57,569
CFS Administrator	47,584	57,101	66,617
CFS Manager */+	52,479	62,975	73,470
CFS Manager/Senior */+	60,737	72,884	85,032
CFS Specialist	35,527	42,632	49,738
CFS Supervisor	41,121	49,345	57,569
Chaplain *	32,220	38,664	45,108
Chief Appraiser/Commercial	47,584	57,101	66,617
Chief Appraiser/Residential	45,316	54,379	63,442
Circulation Administrator	37,303	44,765	52,225
Civil Process Supervisor	37,303	44,765	52,225
Clinical Supervisor	39,156	46,987	54,819
Commander */+	67,466	74,211	80,957
Comm Corrections Program Admin	43,162	51,795	60,427
Community Services Admin	43,162	51,795	60,427
Computer Operations Admin	41,121	49,345	57,569
Construction Projects Admin	47,584	57,101	66,617
Contracts Administrator	41,121	49,345	57,569

**EXHIBIT A**  
**EXEMPT PAY RANGES - Effective July 1, 1996**

JOB TITLE	ANNUAL		
	Min	Mid	Max
Corrections Program Admin	41,121	49,345	57,569
County Counsel */+	70,015	84,018	98,021
County Surveyor */+	43,162	51,795	60,427
D A Investigator/Chief	35,527	42,632	49,738
D A Operations Manager */+	41,121	49,345	57,569
Data Analyst/Senior	37,303	44,765	52,225
Data Base Administrator	45,316	54,379	63,442
Data Systems Administrator	41,121	49,345	57,569
Data Systems Manager */+	45,316	54,379	63,442
Dental Health Officer */+	80,367	87,064	93,762
Dentist **	62,975	68,223	73,471
Dentist/Senior	69,414	75,199	80,983
Department Director */+	70,015	84,018	98,021
Deputy Director/CFS */+	60,737	72,884	85,032
Deputy Director/DCC */+	52,479	62,975	73,470
Deputy Director/DES */+	52,479	62,975	73,470
Deputy Director/JJD */+	60,737	72,884	85,032
Deputy Director/Library */+	60,737	72,884	85,032
Deputy Dist Atty/First Asst */***	0	0	0
Deputy District Attorney/Chief */***	0	0	0
Dir/Comm on Children & Family */+	45,316	54,379	63,442
Distribution Supervisor	32,220	38,664	45,108
District Manager/DCC */+	49,966	59,959	69,952
Elections Administrator	39,156	46,987	54,819
Elections Manager */+	52,479	62,975	73,470
Emergency Management Admin+	43,162	51,795	60,427
Employee Services Manager */+	52,479	62,975	73,470
Employee Services Specialist 1	32,220	38,664	45,108
Employee Services Specialist 2	37,303	44,765	52,225
Employee Services Spec/Senior	39,156	46,987	54,819
EMS Medical Director */+	102,531	120,233	137,935
Engineering Services Admin	41,121	49,345	57,569
Engineering Services Manager */+	49,966	59,959	69,952
Equipment Unit Administrator	41,121	49,345	57,569
Executive Assistant */***	0	0	0
Facilities Maintenance Manager */+	49,966	59,959	69,952
Facilities Maintenance Supr	39,156	46,987	54,819
Facilities Manager/Senior */+	57,845	69,414	80,983
Facilities Refurbishment Admin	45,316	54,379	63,442
Family Services Manager */+	49,966	59,959	69,952
Finance Manager */+	55,105	66,126	77,147
Fiscal Officer/Sheriff's Office	52,479	62,975	73,470
Fiscal Specialist Supervisor	41,121	49,345	57,569
Fiscal Specialist/Senior	37,303	44,765	52,225
Fleet Maintenance Supervisor	39,156	46,987	54,819
Fleet/Support Serv Manager */+	52,479	62,975	73,470
Foreclosed Property Coordinator	35,527	42,632	49,738
General Accounting Admin	45,316	54,379	63,442
Health Information Supervisor	30,690	36,828	42,965
Health Officer */+	92,637	108,874	125,111
Health Operations Supervisor	30,690	36,828	42,965

**EXHIBIT A**  
**EXEMPT PAY RANGES - Effective July 1, 1996**

JOB TITLE	ANNUAL		
	Min	Mid	Max
Health Services Administrator	47,584	57,101	66,617
Health Services Manager */+	52,479	62,975	73,470
Health Services Manager/Senior */+	60,737	72,884	85,032
Health Services Specialist	35,527	42,632	49,738
Information Serv Manager/Sr */+	57,845	69,414	80,983
Information Systems Manager */+	49,966	59,959	69,952
Information Technology Mgr/Senior */+	60,737	72,884	85,032
Inmate Programs Manager */+	55,105	66,126	77,147
Juvenile Justice Administrator	47,584	57,101	66,617
Juvenile Justice Manager */+	52,479	62,975	73,470
Juvenile Justice Mgr/Senior */+	60,737	72,884	85,032
Juvenile Justice Specialist	35,527	42,632	49,738
Juvenile Justice Supervisor	41,121	49,345	57,569
Labor Relations Manager */+	49,966	59,959	69,952
Labor Relations Manager/Deputy */+	47,584	57,101	66,617
Labor Relations Specialist	35,527	42,632	49,738
Laundry Supervisor	30,690	36,828	42,965
Law Clerk *	32,220	38,664	45,108
Legislative/Admin Secretary */***	0	0	0
Library Administrator/Branch	45,316	54,379	63,442
Library Administrator/Central	45,316	54,379	63,442
Library Automated System Admin	47,584	57,101	66,617
Library Director */+	70,015	84,018	98,021
Library Entrepreneurial Activities Coord */+	45,316	54,379	63,442
Library Manager/Branch	49,966	59,959	69,952
Library Manager/Central	49,966	59,959	69,952
Library Manager/Senior */+	55,105	66,126	77,147
Library Supervisor/Branch	37,303	44,765	52,225
Library Supervisor/Central	37,303	44,765	52,225
Library Support Services Admin */+	45,316	54,379	63,442
Library Technical Supervisor	32,220	38,664	45,108
Library Youth Services Coord */+	47,584	57,101	66,617
Lieutenant	61,220	67,345	73,470
Lieutenant/Corrections	56,617	62,279	67,941
Litigation Counsel *	55,105	66,126	77,147
Loss Control Specialist	35,527	42,632	49,738
Management Assistant */+	45,316	54,379	63,442
Management Auditor 1 *	30,690	36,828	42,965
Management Auditor 2 *	33,827	40,592	47,358
Management Auditor/Senior *	37,303	44,765	52,225
MCSO Corrections Program Admin	41,987	50,385	58,782
MCSO Office Operations Supr	33,827	40,592	47,358
MCSO Personnel Administrator	45,316	54,379	63,442
Medical Director */**/+	92,637	108,874	125,111
Office Automation Admin	45,316	54,379	63,442
Operations Administrator	37,303	44,765	52,225
Operations Supervisor	30,690	36,828	42,965
Operations/Telecomm Manager */+	49,966	59,959	69,952
Payroll Supervisor	41,121	49,345	57,569
Pharmacist	49,345	53,456	57,569
Physician **	84,018	98,748	113,479

**EXHIBIT A**  
**EXEMPT PAY RANGES - Effective July 1, 1996**

JOB TITLE	ANNUAL		
	Min	Mid	Max
Planner/Principal	43,162	51,795	60,427
Planning & Program Dev Manager */+	49,966	59,959	69,952
Principal Investigator	57,845	69,414	80,983
Probation/Parole Supervisor	41,121	49,345	57,569
Program Development Spec/Sr	39,156	46,987	54,819
Property Management Supervisor	37,303	44,765	52,225
Property/Commissary/Laundry Admin	37,303	44,765	52,225
Public Affairs Coordinator	39,156	46,987	54,819
Public Guardian	43,162	51,795	60,427
Public Relations Coordinator */+	45,316	54,379	63,442
Purchasing Supervisor	41,121	49,345	57,569
Records Administrator	43,162	51,795	60,427
Risk Manager */+	47,584	57,101	66,617
Road Maint Systems Admin	41,121	49,345	57,569
Road Maintenance Manager */+	49,966	59,959	69,952
Road Maintenance Supervisor	35,527	42,632	49,738
Safety Spec/Transportation	35,527	42,632	49,738
Selection/Acquisition Admin	47,584	57,101	66,617
Sheriff's Operations Admin	37,303	44,765	52,225
Stack Services Supervisor	32,220	38,664	45,108
Staff Assistant */***	0	0	0
Systems Administrator	45,316	54,379	63,442
Tax Collection/Records Admin	45,316	54,379	63,442
Tax Collection/Records Manager */+	55,105	66,126	77,147
Technical Support Manager */+	49,966	59,959	69,952
Telecommunications Admin	45,316	54,379	63,442
Traffic Aids Manager */+	49,966	59,959	69,952
Traffic Aids Supervisor	35,527	42,632	49,738
Training Administrator	45,316	54,379	63,442
Trans Planning Admin	41,121	49,345	57,569
Transportation Manager/Senior */+	60,737	72,884	85,032
Transportation Support Svc Mgr */+	47,584	57,101	66,617
Treasury Administrator	45,316	54,379	63,442
Valuation Manager */+	55,105	66,126	77,147
Victim Services Administrator	41,121	49,345	57,569
Volunteer Prog/Bookstore Admin	45,316	54,379	63,442
Worker's Compensation Spec	35,527	42,632	49,738

\* Unclassified, non-Civil Service position pursuant to MCC 3.10.100.

\*\*Premium pay up to 10% over base pay when Physician or Medical Director is assigned extra responsibility for medical program or for in-patient hospital care; premium pay up to 10% when Physician or Dentist assigned to one of the correctional facilities.

\*\*\* Pay for elected official's staff to be determined by respective elected official.

+ Not eligible for COLA increase.

BUDGET MODIFICATION NO. D554

(For Clerk's Use) Meeting JUN 06 1996

Agenda No R-5

REQUEST FOR PLACEMENT ON THE AGENDA ~~May 9, 1996~~ June 6, 1996  
(Date)

DEPARTMENT Support Services DIVISION Emergency Management

CONTACT Michael J. Gilsdorf TELEPHONE 251-2466

\*NAMES(S) OF PERSON MAKING PRESENTATION TO BOARD Michael J. Gilsdorf

**SUGGESTED**

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

D554  
Supplemental Budget consisting of Budget Modification<sup>A</sup> which recognizes \$5,595.13 End of Year Reimbursement from Oregon Emergency Management and \$12,000 Reimbursement for Hazardous Materials Spill Responses.

(Estimated Time Needed on the Agenda)

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

( ) PERSONNEL CHANGES ARE SHOWN IN DETAIL ON THE ATTACHED SHEET

The budget modification increases revenue funds to the Emergency Management Program and to the Hazardous Materials Program. The funding is received from the Oregon State Police, Office of Emergency Management and the State Fire Marshal's Office.

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

Revenues will be increased by \$17,595 due to end of year EMA funds and reimbursement for hazardous materials response received.

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

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

After this modification \$ \_\_\_\_\_  
Date

Michael J. Gilsdorf 4/29/96  
Originated By Date

Beverly Stein 4/30/96  
Department Manager Date

Ken Gudmundt 5/22/96  
Budget Analyst Date

Personnel Analyst Date

DEBORAH L. BOASTO  
Board Approval

6/6/96  
Date

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY OREGON  
96 MAY 22 PM 3:09

DSS 4

EXPENDITURE  
 TRANSACTION EB {} GM {} TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 1996 \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901			6230	+\$ 4,905.00	+\$ 9,962.13	+\$ 5,057.13		Supplies
		156	050	6901			6620	+\$ 325.00	+\$ 713.00	+\$ 388.00		Dues & Subscriptions
		156	050	6901			7200	+\$ 25.00	+\$ 175.00	+\$ 150.00		Data Processing
		156	050	6905			6310	+\$ 3,000.00	+\$ 8,000.00	+\$ 5,000.00		Training
		156	050	6905			6060	+\$ 43,700.00	+\$ 48,700.00	+\$ 5,000.00		Pass-Thru
		156	050	6905			6230	0	+\$ 2,000.00	+\$ 2,000.00		Supplies
TOTAL EXPENDITURE CHANGE										+\$ 17,595.13		

REVENUE  
 TRANSACTION EB {} GM {} TRANSACTION DATE \_\_\_\_\_ ACCOUNTING PERIOD \_\_\_\_\_ BUDGET FY 96 \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Revenue Source	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Sub-Total	Description
		156	050	6901	2074			\$57,000	\$5,595.13	+ 5,595.13		End of year EMA payment
TOTAL REVENUE CHANGE												TOTAL REVENUE CHANG

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING  
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: MICHAEL J. GILSDORF  
MULTNOMAH COUNTY EMERGENCY MANAGEMENT

TODAY'S DATE: April 29, 1996

REQUESTED PLACEMENT DATE: May 9, 1996

RE: Office of Emergency Management request for supplemental budget modification approval.

I. Recommendation/Action Requested:

Approve supplemental budget modification for the Office of Emergency Management to recognize a total of \$17,595.13 additional revenue. These monies consist of: \$5,595.13 end of year (Federal Fiscal Year 1995) reimbursement from the Oregon State Police and \$12,000 from State Fire Marshall's Office for Hazardous Materials spill responses.

II. Background/Analysis:

The FY-96 budget for the Emergency Management Program was prepared based on \$57,000 projected revenue. Revenues will be increased \$5,595.13 due to end of year reimbursement received from the Oregon Emergency Management Office.

The Hazardous Materials Spill account will be receiving an additional \$12,000 in projected revenues based upon hazardous materials responses to date.

III. Financial Impact:

This budget modification increases revenue funds to the Emergency Management Program and to the Hazardous Materials Program. The funding is received from the Oregon State Police, Office of Emergency Management and the State Fire Marshal's Office.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policies:

This request is consistent with County budgeting policy for FY 1995-1996.

VII. Citizen Participation:

None

VIII. Other Government Participation:

City of Gresham Fire Department. The Hazardous Materials Spill Fund account is used to pay for pass-through money to reimburse Gresham for their portion of the spill response costs in accordance with the current Intergovernment Agreement.

MEETING DATE: JUN 6 1996

AGENDA #: R-6

ESTIMATED START TIME: 9:55

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: HAWTHORNE BRIDGE PAINTING & DECK REPLACEMENT INTERGOVERNMENTAL AGREEMENT

BOARD BRIEFING: DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING: DATE REQUESTED: JUNE 6, 1996

AMOUNT OF TIME NEEDED: 5 MIN.

DEPARTMENT: ENVIRONMENTAL SERVICES DIVISION: TRANSPORTATION

CONTACT: STAN GHEZZI TELEPHONE #: 248-3757

BLDG/ROOM #: 446

PERSON(S) MAKING PRESENTATION: STAN GHEZZI

ACTION REQUESTED:

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

SUGGESTED AGENDA TITLE:

HAWTHORNE BRIDGE PAINTING AND DECK REPLACEMENT INTERGOVERNMENTAL AGREEMENT

6/11/96 ORIGINALS TO CATHY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: (OR) DEPARTMENT MANAGER: [Signature]

BOARD OF COUNTY COMMISSIONERS 96 MAY 28 AM 10:04 MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

**MEMORANDUM**

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry F. Nicholas, P.E., Director of Transportation

**TODAY'S DATE:** May 23, 1996

**REQUESTED PLACEMENT DATE:**

**RE:** Hawthorne Bridge Painting and Deck Replacement Intergovernmental Agreement

**I. Recommendation/Action Requested:**

Approval of Intergovernmental Agreement between Oregon Department of Transportation (ODOT) and Multnomah County for the Hawthorne Bridge Painting and Deck Replacement Project.

**II. Background/Analysis:**

This Agreement provides for reimbursement of preliminary engineering and construction cost to replace the existing deck grating system, surface preparation and paint the steel structure.

The bridge deck system has significant deterioration and requires replacement. The existing deck was installed in 1945 and is beyond its service life. Portions of the steel deck grating have lost 30% of their original thickness due to traffic wear. The deck support system has also sustained section loss. The deck system has marginal carrying capacity.

The existing lead-based paint system has failed and requires removal and replacement with a new coating system.

**III. Financial Impact:**

This Agreement provides for \$15,995,000 in State and Federal funding for the bridge project. \$12,870,000 is funding through the State and Federal Highway Bridge Replacement and Rehabilitation program. \$3,125,000 is provided by the Federal Surface Transportation program. Funding is programmed for Federal Fiscal Year 1997.

**IV. Legal Issues:**

No known legal issues.

V. Controversial Issues:

No known controversial issues.

VI. Link to Current County Policies:

Provide safe transportation system for the traveling public. Preventative maintenance to ensure longevity of structure.

VII. Citizen Participation:

No citizen input was sought for this Intergovernmental Agreement.

VIII. Other Government Participation:

Intergovernmental Agreement must also be approved by the State of Oregon Department of Transportation (ODOT).

May 20, 1996

Region 1

Stan Ghezzi, Bridge Services Manager  
Multnomah County  
1403 SE Water Avenue, Bldg. 446  
Portland, OR 97214

FILE CODE:

SUBJECT: PROPOSED HBRR AMENDMENT  
Hawthorne Bridge

Attached are three bound copies and one unbound copy of the proposed agreement for the subject project. Please review with your staff and with other affected personnel and if satisfactory, secure the necessary signatures and return the bound, signed copies to me at this office. The unbound copy may be retained for your reference. A fully executed copy will be sent to you for your files following final action by the Department of Transportation.

If you have any questions, please call me at 731-8276.

  
Debbie J. Augden  
Local Programs Specialist

Attachments - (Agreement No. 12,975)

xc: George Machan  
Fran Neavoll



123 NW Flanders  
Portland, OR 97209-4037  
(503) 731-8200  
FAX (503) 731-8259



CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 301776

Amendment #

MULTNOMAH COUNTY OREGON

<p>CLASS I</p> <input type="checkbox"/> Professional Services under \$25,000	<p>CLASS II</p> <input type="checkbox"/> Professional Services over \$25,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<p>CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement <p>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</p> <p>AGENDA # R-6 DATE 6/6/96 DEB BOGSTAD</p> <hr/> <p>BOARD CLERK</p>
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Department ENVIRONMENTAL SERVICES Division TRANSPORTATION Date MAY 23, 1996

Contract Originator STAN GHEZZI Phone 248-3757 Bldg/Room 446

Administrative Contact CATHEY KRAMER Phone 248-2589 Bldg/Room 425

Description of Contract INTERGOVERNMENTAL AGREEMENT WITH OREGON DEPARTMENT OF TRANSPORTATION TO PROVIDE FEDERAL AND STATE FUNDING TO REPLACE THE DECK GRATING SYSTEM AND PAINT THE HAWTHORNE BRIDGE

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

ORS/AR # Contractor is  MBE  WBE  QRF

Contractor Name OREGON DEPT OF TRANSPORTATION REGION 1 ADMINISTRATION

Mailing Address 123 N W FLANDERS PORTLAND OR 97209-4037

Phone (503) 731-8238

Employer ID# or SS#

Effective Date WHEN APPROVED-APPROX 6/15/96

Termination Date UPON COMPLETION

Original Contract Amount \$ 15,995,000

Total Amount of Previous Amendments \$ -0-

Amount of Amendment \$

Total Amount of Agreement \$ 15,995,000

Remittance Address (If Different)

Payment Schedule Terms

Lump Sum \$  Due on receipt

Monthly \$  Net 30

Other \$  Other

Requirements contract - Requisition required.

Purchase Order No.

Requirements Not to Exceed \$

Encumber: Yes  No

Date 5/28/96

Date

Date 5-28-96

Date June 6, 1996

Date

REQUIRED SIGNATURES:

Department Manager *Lawrence K Nicholas*

Purchasing Director (Class II Contracts Only) *Candice Duff*

County Counsel *Debbie Star*

County Chair / Sheriff

Contract Administration (Class I, Class II Contracts Only)

VENDOR CODE			VENDOR NAME						TOTAL AMOUNT \$		
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/DEC IND
01.	161	030	6701								
02.											
03.											
* If additional space is needed, attach separate page. Write contract # on top of page.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

LOCAL AGENCY AGREEMENT  
HIGHWAY BRIDGE REPLACEMENT AND REHABILITATION PROJECT

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State"; and MULTNOMAH COUNTY, acting by and through its Elected Officials, hereinafter referred to as "Agency".

1. By the authority granted in ORS 366.770 and 366.775, State may enter into cooperative agreements with counties and cities for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting parties.
2. Under such authority, State and Agency plan and propose to replace the deck, prepare the surface and paint the existing Hawthorne Bridge (No. 2757), hereinafter referred to as "project". The location of the project is approximately as shown on the sketch map attached hereto, marked Exhibit A, and by this reference made a part hereof.
3. The project shall be conducted as a part of the Highway Bridge Replacement and Rehabilitation Program (HBRR) and the Surface Transportation Program (STP) under Title 23, United States Code, and the Oregon Action Plan. The HBRR funds (large bridge category) are limited to \$11,700,000 and local STP funds are limited to \$3,125,000. The funds will be used for replacing the existing bridge deck, surface preparation and painting the structure. State shall provide one-half of the match required for the HBRR funds, based on the maximum allowable federal fund prorata. Agency shall be responsible for all costs in excess of the combined available federal funds and State match.
4. The Special and Standard Provisions attached hereto, marked Attachments 1 and 2, respectively, are by this reference made a part hereof. The Standard Provisions apply to all federal-aid projects and may be modified only by the Special Provisions. The parties hereto mutually agree to the terms and conditions set forth in Attachments 1 and 2. In the event of a conflict, this agreement shall control over the attachments, and Attachment 1 shall control over Attachment 2.

Key 08052/08816

M C & A No. 12,975  
MULTNOMAH COUNTY

5. Agency shall authorize execution of this agreement during a duly authorized session of its Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on September 13, 1995, as a part of the 1996-1998 Statewide Transportation Improvement Program, Pages 40 and 42.

On March 7, 1996 the Oregon Transportation Commission adopted Delegation Order 2, which grants authority to the Region Manager to approve and execute agreements for work in the current Statewide Transportation Improvement Program.

Except for Special Provisions, this form was approved as to legal sufficiency by Dale K. Hormann, Assistant Attorney General, on May 27, 1992.

STATE OF OREGON, by and through  
its Department of Transportation

By *Buller*  
Region Manager

Date 5/15/96

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

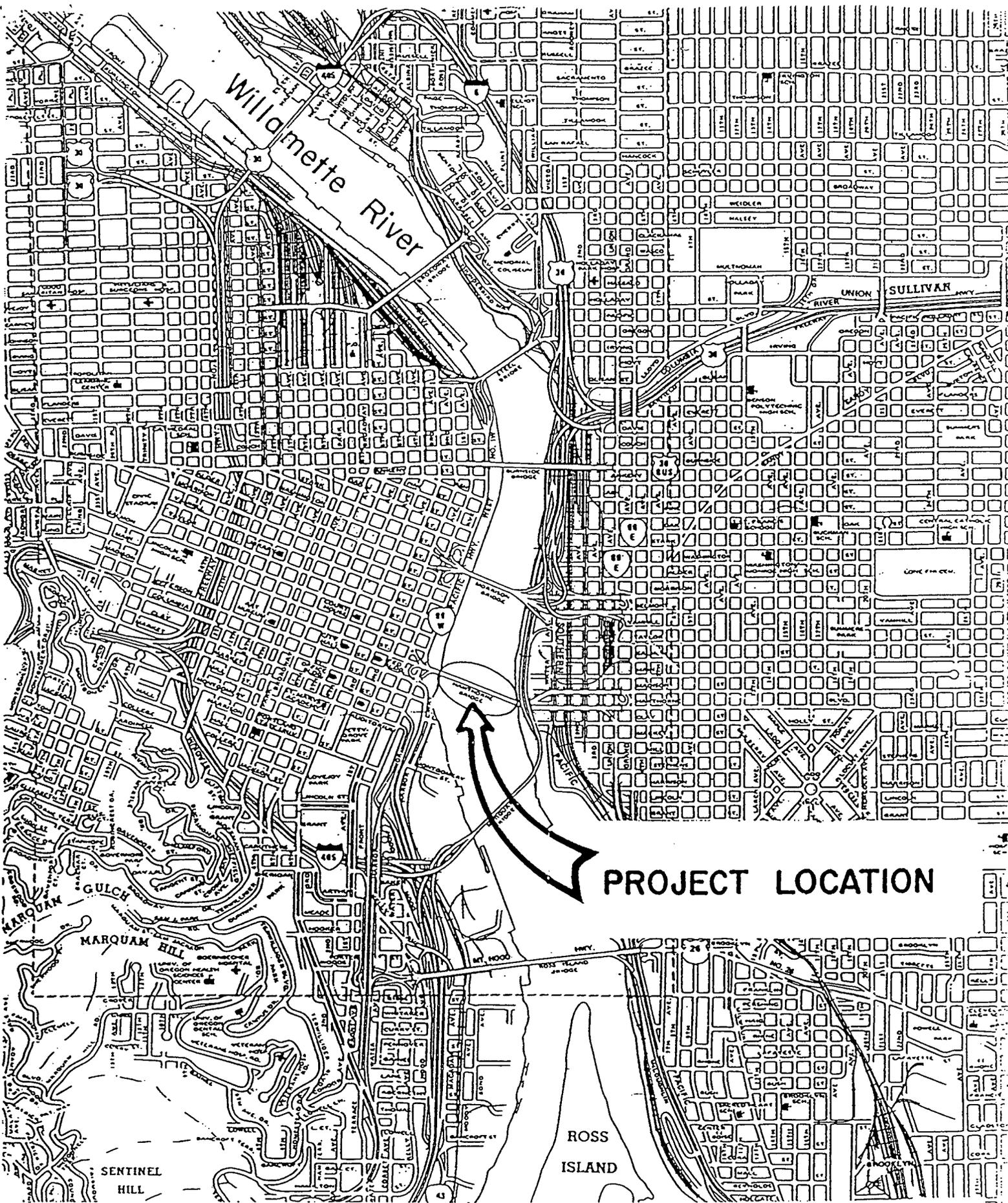
By *Melby Stein*  
Chair

Date June 6, 1996

REVIEWED:

By *Sandra Duffy*  
County Counsel

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-6 DATE 6/6/96  
DEB BOGSTAD  
BOARD CLERK



**PROJECT LOCATION**

*Vicinity Map* **Exhibit 'A'**

ATTACHMENT NO. 1  
SPECIAL PROVISIONS

1. Agency or its consultant shall, as a federal-aid participating preliminary engineering function, conduct the necessary field surveys, environmental studies, traffic investigations, identify and obtain all required permits, and perform all preliminary engineering and design work required to produce final plans, preliminary/final specifications and cost estimates.
2. Agency shall design the project to meet the American Association of State Highway and Transportation Officials Standards and Specifications for Highway Bridges, as modified by State's Bridge Section Office Practice Manual.
3. Agency or its consultant shall, upon State's award of a construction contract, furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract as a federal-aid participating expense.
4. State shall, upon Agency request and as federal-aid participating expense, perform duties as outlined in paragraph No. 8, Standard Provisions. State shall compile accurate cost accounting records. Agency may request a statement of costs to date at anytime by submitting a written request. When the actual total cost of the services provided by State have been computed, State shall furnish Agency with an itemized statement of said final costs.
5. State shall, as federal-aid participating expense, assign a liaison person to monitor the work performed by Agency, or its consultant, to insure that all work meets federal standards and specifications.
6. State shall, upon Agency request and as a federal-aid participating expense, provide cultural resource study, and participate in a visual resource study.
7. Agency shall conform with the requirements of the Oregon Action Plan, and if necessary shall appoint and direct the activities of a Citizen's Advisory Committee and Technical Advisory Committee, conduct any required public hearings and recommend the preferred alternative.
8. Agency shall, upon completion of the project, maintain the facilities at its own expense.

Misc. Contracts & Agreements  
No. 12,975

## ATTACHMENT NO. 2

### STANDARD PROVISIONS

#### JOINT OBLIGATIONS

#### PROJECT ADMINISTRATION

1. State is acting to fulfill its responsibility to the Federal Highway Administration (FHWA) by the administration of this project, and Agency hereby agrees that State shall have full authority to carry out this administration. If requested by Agency, State will further act for the Agency in other matters pertaining to the project. State and Agency shall actively cooperate in fulfilling the requirements of the Oregon Action Plan. State and Agency shall each assign a liaison person to coordinate activities and assure that the interests of both parties are considered during all phases for all projects.

Any project that uses federal funds, in project development, is subject to PS&E review and approval by FHWA prior to advertisement for bid proposals, regardless of the source of funding for construction.

#### P.E. & CONSTRUCTION ENGINEERING

2. Preliminary and construction engineering may be performed by State, Agency, or others. If Agency, or others, perform the engineering, State will monitor the work for conformance with FHWA rules and regulations. In the event that Agency elects to engage the services of a consultant to perform any of the work covered by this agreement, Agency and Consultant shall enter into an agreement describing the work to be performed and the method of payment. State shall concur in the agreement prior to the beginning of any work. No reimbursement shall be made using federal-aid funds for any costs incurred by such Consultant prior to receiving authorization from State to proceed.

On all construction projects where State is the signatory party to the contract, and where Agency is doing the construction engineering and project management, Agency agrees to accept all responsibility for and defend lawsuits involving tort claims, contract claims, or any other lawsuit arising out of the contractor's work or Agency's supervision of the project.

**REQUIRED STATEMENT FOR USDOT FINANCIAL  
ASSISTANCE AGREEMENT:**

3. If as a condition of assistance the Agency has submitted and the U.S. Department of Transportation has approved a Minority Business Enterprise Affirmative Action Program which the Agency agrees to carry out, this affirmative action program is incorporated into this financial assistance agreement by reference. That program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the Agency of its failure to carry out the approved program, the U.S. Department of Transportation shall impose such sanctions as noted in Title 49, Code of Federal Regulations, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the Agency to obtain future U.S. Department of Transportation financial assistance.

The Agency further agrees to comply with all applicable Civil Rights Laws, Rules and Regulations, including Section 504 of the Rehabilitation Act of 1973 and the Vietnam Era Veterans' Readjustment Act.

4. The parties hereto agree and understand that they will comply with all applicable statutes and regulations, including but not limited to Title 49 CFR, Parts 23 and 90, Audits of State and Local Governments; Title 41, USC, Anti-Kickback Act; Title 23, USC, Federal-Aid Highway Act; 42 USC, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1987; provisions of Federal-Aid Policy Guide (FAPG), Title 23 Code of Federal Regulations (23 CFR) 1.11, 710, and 140; and the Oregon Action Plan.

**STATE OBLIGATIONS**

**PROGRAM REQUEST**

5. State shall submit a program to the FHWA with a request for approval of federal-aid participation in all engineering, right-of-way acquisition, eligible utility relocations and construction work for the project. **NO WORK SHALL PROCEED ON ANY ACTIVITY IN WHICH FEDERAL-AID PARTICIPATION IS DESIRED UNTIL SUCH APPROVAL HAS BEEN OBTAINED.** The program shall include services to be provided by State, Agency or others. State shall notify Agency in writing when authorization to proceed has been received from the FHWA. Major responsibility for the various phases of the project will be as outlined in the Special Provisions. All work and records of such work shall be in conformance with FHWA rules and regulations, and the Oregon Action Plan.

### AUTHORITY FOR SURVEY

6. State shall prepare an Authority for Survey which will itemize the estimate of cost for preliminary engineering services to be provided by State, Agency or others, and shall furnish Agency with a copy of such cost estimate.

### FINANCE

7. State shall, in the first instance, pay all reimbursable costs of the project, submit all claims for federal-aid participation to the FHWA in the normal manner and compile accurate cost accounting records. Agency may request a statement of costs to date, at anytime, by submitting a written request. When the actual total cost of the project has been computed, State shall furnish Agency with an itemized statement of such final costs.

### PROJECT ACTIVITIES

8. State shall, if the work is performed by Agency or others, review and process or approve all environmental statements, preliminary and final plans, specifications and cost estimates. State shall, if they prepare these documents, offer Agency the opportunity to review and approve the documents prior to advertising for bids. State shall prepare contract and bidding documents, advertise for bid proposals, award all contracts and, upon award of a construction contract, perform all necessary laboratory testing of materials, process and pay all contractor progress estimates, check final quantities and costs, and oversee and provide intermittent inspection services during the construction phase of the project. The actual cost of laboratory testing services provided by State will be charged to the project construction engineering expenditure account and will be included in the total cost of the project.

### FREE BRIDGE DESIGN

9. State shall, as provided in ORS 366.155(h), prepare plans and specifications for the structure portion only of bridges and culverts at no expense to the counties.

### RIGHT-OF-WAY

10. State is responsible for acquisition of the necessary right-of-way and easements for construction and maintenance of the project. Agency may request to perform the acquisition functions, subject to execution of a written agreement. State

shall review all right-of-way activities engaged in by Agency to assure compliance with applicable laws and regulations.

If any real property purchased with federal-aid participation is no longer needed for the originally authorized purpose, the disposition of such property shall be subject to applicable rules and regulations which are in effect at the time of disposition. Reimbursement to State of the required proportionate share of the fair market value may be required.

## AGENCY OBLIGATIONS

### FINANCE

11. Agency shall, prior to the commencement of the preliminary engineering and right-of-way acquisition phases, deposit with State its estimated share of each phase.

Agency's share of construction will be deposited in two parts. The initial deposit will represent 65 percent of the Agency's share, based on the engineer's estimate, and will be requested three weeks prior to opening bids on the project. Upon award of the contract, the balance of the applicant's share will be requested.

Collection of advance deposits amounting to less than \$2,500 for the P.E. and R/W phase of the project will be postponed until collectively the amount exceeds \$2,500 or until the collection of the advance deposit for construction is required.

Pursuant to ORS 366.425, the advance deposit may be in the form of 1) money deposited in the State Treasury (an option of which may be a deposit in the Local Government Investment Pool accompanied by an Irrevocable Limited Power of Attorney), or 2) an Irrevocable Letter of Credit issued by a local bank in the name of State.

12. Agency shall present properly certified bills for 100 percent of actual costs incurred by Agency on behalf of the project directly to State's Liaison Person for review and approval. Such bills shall be in a form acceptable to State and documented in such a manner as to be easily verified. Billings shall be presented for periods of not less than one month duration, based on actual expenses to date. All billings received from Agency must be approved by State's Liaison Person prior to presentation to Highway Division Accounting for payment. Agency's actual costs eligible for federal-aid participation shall be those allowable under the provisions of FAPG, 23 CFR 1.11, 710, and 140. Final billings shall be submitted to State for

processing within six months from date that costs were incurred. Partial billing (progress payment) shall be submitted to State within three months from date that costs incurred.

13. The costs records and accounts pertaining to the work covered by this agreement are to be kept available for inspection by representatives of State and the FHWA for a period of three (3) years following the date of final payment. Copies of such records and accounts shall be made available upon request. For real property and equipment, the retention period starts from the date of disposition (49 CFR 18.42).

This agreement is subject to the provisions of the Single Audit Act of 1984 (49 CFR, Part 90) as stated in Circular A-128 of the United States Office of Management and Budget.

#### PROJECT CANCELLATION

14. Agency agrees that should they cause the project to be canceled or terminated for any reason prior to its completion, Agency shall reimburse State for any costs that have been incurred by State on behalf of the project.

#### DELAYED STARTING DATE

\* 15. In the event that right-of-way acquisition for, or actual construction of the facility for which this preliminary engineering is undertaken is not started by the close of the TENTH FISCAL YEAR following the fiscal year in which this agreement is executed, State may request reimbursement of the sum or sums of Federal-Aid funds disbursed to Agency under the terms of this agreement.

#### UTILITIES

\* 16. Agency shall relocate or cause to be relocated, all utility conduits, lines, poles, mains, pipes, and such other facilities where such relocation is necessary in order to conform said utilities and facilities with the plans and ultimate requirements of the project. Only those utility relocations which are eligible for federal-aid participation under the FAPG, 23 CFR 645A, shall be included in the total project costs and participation; all other utility relocations shall be at the sole expense of Agency, or others. State will arrange for utility adjustments in areas lying within jurisdiction of State and, if State is performing the preliminary engineering. Agency may request State to arrange for utility adjustments lying within Agency jurisdiction, acting on behalf of Agency.

Agency shall, five weeks prior to the opening of construction bid proposals, furnish State with an estimate of cost for eligible reimbursable utility relocations, based on the plans for the project. Agency shall notify State's Liaison Person prior to proceeding with any utility relocation work in order that the work may be properly coordinated into the project and receive the proper authorization.

### CONSTRUCTION

17. Design Standards for all projects shall meet the requirements of the Intermodal Surface Transportation Efficiency Act of 1991. In addition, all projects on the Oregon State Highway System shall be in compliance to Standards specified in the current ODOT Highway Design Manual and related references. Construction plans shall be in conformance with standard practices of State for plans prepared by its own staff. All specifications for the project shall be in substantial compliance with the most current Oregon Standard Specifications for Highway Construction.

### GRADE CHANGE LIABILITY

18. Agency, if a County, acknowledges the effect and scope of ORS 105.755 and agrees that all acts necessary to complete construction of the project which may alter or change the grade of existing county roads are being accomplished at the direct request of the County.

Agency, if a City, hereby accepts responsibility for all claims for damages from grade changes. Approval of plans by State shall not subject State to liability under ORS 105.760 for change of grade.

### CONTRACTOR CLAIMS

19. Agency shall provide legal defense against all claims brought by the contractor, or others, resulting from Agency's failure to comply with the terms of this agreement.

### MAINTENANCE RESPONSIBILITIES

\* 20. Agency shall, upon completion of construction, thereafter maintain and operate the project at its own cost and expense, and in a manner satisfactory to State and the FHWA.

## WORKERS' COMPENSATION COVERAGE

21. The contractor, its subcontractors, if any, and all employers working under this (Agreement/Contract) are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

## LOBBYING RESTRICTIONS

22. Agency certifies by signing this agreement that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- \* Paragraphs 15, 16, and 20 are not applicable to any local agency on state highway projects.

MEETING DATE: JUN 06 1996  
AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Transfer of jurisdiction over over a portion of Airport Way from the City of Gresham to Multnomah County

BOARD BRIEFING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 min

REGULAR MEETING: Date Requested: JUN 06 1996

Amount of Time Needed: 5 min

DEPARTMENT: Environmental Services DIVISION: Transportation/Land Use

CONTACT: Bob Thomas TELEPHONE #: 3838  
BLDG/ROOM #: 425

PERSON(S) MAKING PRESENTATION: Bob Thomas

**ACTION REQUESTED:**

INFORMATIONAL ONLY     POLICY DIRECTION     APPROVAL     OTHER

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

Resolution approving transfer of jurisdiction over a portion of Airport Way from the City of Gresham to Multnomah County.

*6/4/96 copies to Bob Thomas*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_

**OR**  
DEPARTMENT MANAGER: *Tom E. Nicholas*

BOARD OF  
COUNTY COMMISSIONERS  
96 MAY -6 AM 8:51  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

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



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES  
TRANSPORTATION AND LAND USE PLANNING DIVISION  
1620 SE 190TH AVENUE  
PORTLAND, OREGON 97233  
(503) 248-5050

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

## MEMORANDUM

**TO:** BOARD OF COUNTY COMMISSIONERS

**FROM:** Larry F. Nicholas, DES Director

**TODAY'S DATE:** April 30, 1996

**REQUESTED PLACEMENT DATE:** JUN 06 1996

**RE:** In the Matter of Accepting Road Offered by the City of Gresham for  
Jurisdiction by Multnomah County Effective July 1, 1996

I. Recommendation/Action Requested:

It is requested that the Board of County Commissioners approve the acceptance of jurisdiction of a city of Gresham road offered to Multnomah County.

II. Background/Analysis:

On July 1, 1995, Multnomah County accepted jurisdiction over several roads from the City of Gresham. The City of Portland built 1,010 feet of N.E. Airport Way, from N.E. Sandy Blvd. northerly to the Portland city limits; the City of Gresham did not take possession of the street until very recently. Gresham is now prepared to transfer jurisdiction over this portion of N.E. Airport Way, as they had earlier agreed to, as part of the 1994-95 Transportation Initiative Process.

III. Financial Impact:

The County has agreed to accept from the city of Gresham this road as per the Transportation Initiative Agreement of March 2, 1995, for maintenance as part of this agreement.

IV. Legal Issues:

The surrender of jurisdiction is in accordance with the executed Intergovernmental Agreement and O.R.S.368.062.

V. CONTROVERSIAL ISSUES:

N/A

VI. Link to Current County Policies:

Refer to Background/Analysis and Legal Issues.

VII. Citizen Participation:

A public hearing has been held by city of Gresham.

VIII. Other Government Participation:

The city of Gresham offered to transfer jurisdiction.

**BEFORE THE BOARD OF COUNTY COMMISSIONERS**

**FOR MULTNOMAH COUNTY, OREGON**

Accepting a Road Offered by the )  
City of Gresham for Jurisdiction by ) **ORDER**  
Multnomah County Effective July 1, ) **96-105**  
1996 as Provided by ORS 368.062 )

WHEREAS, this matter is before the Board to accept jurisdiction from the city of Gresham of a certain street as listed below, and for the County to establish it as a County road; and

WHEREAS, this Gresham city street is being offered to the County as per the Transportation Initiative Agreement passed by the Board of County Commissioners on March 2, 1995; and

WHEREAS, the public was duly notified by the city of Gresham and a public hearing was held by Gresham in accordance with ORS 368.062; and

WHEREAS, the city of Gresham, on May 21, 1996 by order of its Council authorized the surrender and transfer of jurisdiction to Multnomah County of the following street:

NE Airport Way  
(From NE Sandy Blvd. northerly, 1,010 feet to the Portland city limits)

WHEREAS, the Board finds that it is necessary and expedient and in the best interest of the County to accept this street; now therefore

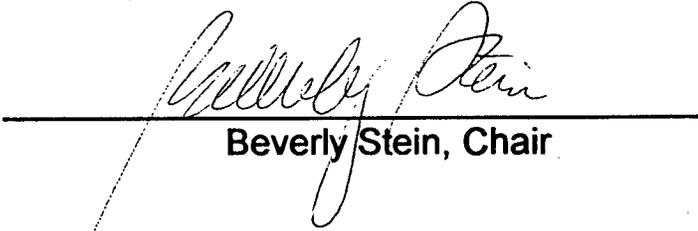
IT IS HEREBY ORDERED that Multnomah County, as provided under ORS 368.062(5) and (7) accepts exclusive jurisdiction and control of the following City street effective July 1, 1996:

NE Airport Way  
(From NE Sandy Blvd., northerly, 1,010 feet to Portland city limits) as County Road No. 5014.

DATED this 6th day of June, 1996.

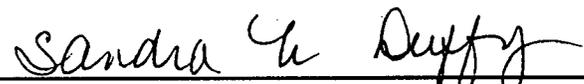


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL  
MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy, Chief Assistant Counsel

BUDGET MODIFICATION NO.

Health 7

(For Clerk's Use) Meeting Date JUN 06 1996

Agenda No. R-8

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

(Date)

DEPARTMENT Health
CONTACT Kathy Innes

DIVISION Various
TELEPHONE x7027

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

SUGGESTED

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

Adjusts the Health Department budget to reflect increases in State Health Division grants to the County received during the course of 95/96. Also adjusts Health's budget to increase the EMS revenue and expenditure budget. The EMS increases bring the budget into conformance with contracts already in effect for 95/96 but not included at the time the 95/96 budget was adopted. Adjusts Health Inspection budget by moving funds from personal services to materials for required payment to the State Health Division increased by State action.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

This modification adds \$356,467 of grant revenue to the Health Dept. budget due to increases received during the current fiscal year. The specific grants are listed below. The modification also funds 4.52 FTE supported with these grant dollars. In addition, this action increases the budgeted revenue and expenditure in the Emergency Management Program. The cities of Gresham and Portland contract with the County EMS program for the purchase of disposable medical supplies used on 911 calls and the County is reimbursed by AMR for the cost of the supplies. The expenditure and revenue associated with these contracts was not included in the budget. The Health Inspection Program is required to contribute to the State Health Division's Health Inspection Program and the amount required has been increased. This action moves unspent funds from personal services to cover this cost.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

Table with 4 columns: State Health Grants Increases, Fees, EMS, and Amount. Rows include WIC, Family Planning, STARS, Hepatitis, HIV Eval, HIV Seropos, Robert Wood Johns, Lead Screening, Medicaid, EPA Pest Mgt, Total Grant, and Increase.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

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

Originated By: Kathy Innes, Date: 5-24-96, Department Director: Bill Odegard, Date: 5/24/96
Plan/Budget Analyst: Wendy Byers, Date: 5-28-96, Employee Services: Susan Donnell, Date: 5/28/96
Board Approval: Deborah L. Bouster, Date: 6/6/96

BOARD OF COUNTY COMMISSIONERS
96 MAY 28 PM 4: 06
MULTNOMAH COUNTY OREGON

PERSONNEL DETAIL FOR BUDGET MODIFICATION NO.

Health 7

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

FTE Increase (Decrease)	POSITION TITLE			ANNUALIZED			TOTAL Increase (Decrease)
				BASE PAY Increase (Decrease)	Increase/(Decrease)		
					Fringe	Ins.	
0.11	6340	Nutritionist	0701	4570	800	525	5895
0.30	6303	Licensed Comm Practical Nurse	0451	8929	1564	1437	11930
0.30	6001	Office Assistant 2	0451	6447	1129	1409	8985
0.30	6314	Nurse Practitioner	0451	20785	3639	2210	26634
0.14	9355	Pharmacist	0820	7461	1306	835	9602
0.90	6018	Health Information Spec 2	0315	28064	4914	4912	37890
0.05	9490	Physician	0701	5033	881	108	6022
0.75	6018	Health Information Specialist 2	0442	\$21,593	\$3,794	\$2,994	\$28,381
0.75	6315	Community Health Nurse	0442	\$28,251	\$4,964	\$3,006	\$36,221
0.20	6001	Office Assistant 2	0380	\$4,268	\$747	(\$1,133)	\$3,882
-0.50	6018	Health Information Spec 2	0370	(\$15,193)	(\$2,660)	(\$1,475)	(\$19,328)
1.00	6024	Health Information Specialist Se	0370	\$27,198	\$4,762	\$2,409	\$34,369
0.25	6018	Health Information Spec 2	0330	\$8,103	\$1,419	\$1,072	\$10,594
-0.17	6315	Community Health Nurse	0330				
0.50	6018	Health Information Specialist 2	0234	\$17,072	\$3,000	\$3,887	\$23,959
-0.75	6003	Clerical Unit Supv	0232	(\$19,771)	(\$3,473)	(\$3,529)	(\$26,773)
-0.08	6093	Chemical Applicator Operator	0233	(\$2,429)	(\$294)	(\$361)	(\$3,084)
0.21	9798	Co-Principal Investigator	0315	\$9,585	\$1,923	\$349	\$11,857
0.26	9696	Health Services Spec	0905	\$10,960	\$2,223	\$1,510	\$14,693
4.52				\$170,926	\$30,638	\$20,165	\$221,729

6. CURRENT YEAR PERSONNEL DOLLAR CHANGES (Calculate costs/savings that will take place in this FY; these should explain the actual dollar amounts being changed by this BudMod.)

Permanent Positions, Temporary, Ov	JCN	Explanation of Change Org	BASE PAY Inc/(decrease)	Increase/(Decrease)		TOTAL Inc/(decrease)	
				Fringe	Ins.		
0.11	6340	Nutritionist	0701	4570	800	525	5895
0.30	6303	Licensed Comm Practical Nurse	0451	8929	1564	1437	11930
0.30	6001	Office Assistant 2	0451	6447	1129	1409	8985
0.30	6314	Nurse Practitioner	0451	20785	3639	2210	26634
0.14	9355	Pharmacist	0820	7461	1306	835	9602
0.90	6018	Health Information Spec 2	0315	28064	4914	4912	37890
0.05	9490	Physician	0701	5033	881	108	6022
0.75	6018	Health Information Specialist 2	0442	\$21,593	\$3,794	\$2,994	\$28,381
0.75	6315	Community Health Nurse	0442	\$28,251	\$4,964	\$3,006	\$36,221
0.20	6001	Office Assistant 2	0380	\$4,268	\$747	(\$1,133)	\$3,882
-0.50	6018	Health Information Spec 2	0370	(\$15,193)	(\$2,660)	(\$1,475)	(\$19,328)
1.00	6024	Health Information Specialist Se	0370	\$27,198	\$4,762	\$2,409	\$34,369
0.25	6018	Health Information Spec 2	0330	\$8,103	\$1,419	\$1,072	\$10,594
-0.17	6315	Community Health Nurse	0330				
0.50	6018	Health Information Specialist 2	0234	\$17,072	\$3,000	\$3,887	\$23,959
-0.75	6003	Clerical Unit Supv	0232	(\$19,771)	(\$3,473)	(\$3,529)	(\$26,773)
-0.08	6093	Chemical Applicator Operator	0233	(\$2,429)	(\$294)	(\$361)	(\$3,084)
0.21	9798	Co-Principal Investigator	0315	\$9,585	\$1,923	\$349	\$11,857
0.26	9696	Health Services Spec	0905	\$10,960	\$2,223	\$1,510	\$14,693
4.52		TOTAL CURRENT FISCAL YEAR CHANGES		\$170,926	\$26,786	\$18,667	\$198,263

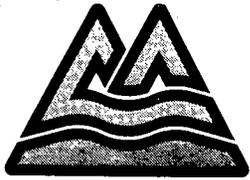


Health 7

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
156	015	0701			2058			6,591	WIC	Amt Actual award exceeds budget
156	015	0701			2612			6,746	Family Planr	
156	015	0451			2612			58,321		
156	015	0820			2612			10,756		
156	015	0315			2612			69,903		145726
156	015	0315			2343			13,257		STARS
156	015	0442			2622			72,230	Hepatitis	
156	015	0330			2088			30,539		
156	015	0370			2088			8,075	38,614	HIV Reporting/Eval Total
156	015	0370			2378			8,742		
156	015	0380			2378			4,340	13,082	HIV Seropositive Well Total
156	015	0234			2103			30,857		Lead Screening
156	015	0905			7601			20,954		
156	015	0905			6821			16,429		RWJ
									357,740	Federal State Total
100		0232			2609			13,881		Medicaid
100	015	0233			2134			5,800		EPA Pest Mgmt
100		0240			4027			150,000		EMS Supplies
100		0745			6200			35,698		Indirect
									205,379	General Fund Total
400	050	7040			6602			20,181		
401	030	5920			6602			1,700		
								585,000		



# MULTNOMAH COUNTY OREGON



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

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

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Billi Odegaard  
REQUESTED PLACEMENT DATE: June 6, 1996  
DATE: May 24, 1996  
SUBJECT: Budget Modification MCHD 7

### I. Recommendation/Action Requested:

The Board of County Commissioners is requested to approve MCHD 7 which increases the appropriation for 7 specific state grants totaling \$356,467 and for \$19,681 in Federal funds.

MCHD 7 also increases the Emergency Management budget to bring it into conformance with contracts currently in effect but omitted from the budget.

MCHD 7 also moves unspent dollars from personal services to materials and services for a required payment to the State Health Division for the State Health Inspection program.

### II. Background/Analysis:

The State Health Division grants are received as part of the contract with the State Health Division and were increased during the course of 95/96. The grants increased are WIC, Family Planning, HIV Evaluation, HIV Seropositive Wellness and Robert Wood Johnson. Robert Wood Johnson funds are for technical support to the Making the Grade Program in school based health clinics. Technical assistance includes fiscal planning and contracting with managed care organizations. Funds were also added for the Stars Program and Hepatitis Surveillance.

The Federal funds are \$13,881 received through the Aging Services Division for inspection of facilities by the Health Inspection Program. These funds have already been received by Health. Also, \$5,800 of Pest Management funds that remained unspent at the end of 94/95 were regranted by the Environmental Protection Agency to Vector Control.

EMS contracts with Gresham and Portland's fire departments to purchase disposable medical supplies and drugs used on 911 calls. AMR, the ambulance company, reimburses the county for the cost of these goods expected to be \$150,000 for 95/96. These contracts have been in effect during 95/96, but aren't currently included in the budgetary accounts through oversight.

The Health Inspection program is required to contribute to the State Health Consultation Program. The amount required has increased since the budget for 95/96 was prepared. This action moves unspent personal services dollars to pass through to provide for the payment.

III. Financial Impact:

Increases appropriations of grants funds by \$356,467. Adds \$14,744 to the General Fund through payment of indirect costs.

IV. Legal Issues:

The EMS increase in budgeted fee revenue is a supplemental budget action and as such requires notification. Therefore, a notice was published in the Oregonian on May 29th describing the change in the EMS budget.

V. Controversial Issues:

N/A

VI. Link to Current County Policies:

Budget changes conform with ongoing Board approved Health Department programs and functions.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

N/A



JAN 10 1996

Reply To  
Attn Of: MD-140

Received  
1/19/96  
Vector Control

Beverly Stein, Chair  
Board of County Commissioners  
Multnomah County  
5325 North Columbia Blvd.  
Portland, Oregon 97203

Returned signed copy 1/31/96  
Kara Garber

Re: MM-990270-01-2  
Regional Multi-Media Initiatives Program

Dear Ms. Stein:

Your request to revise this agreement has been approved by the EPA Project Officer. This amendment extends the project and budget periods to June 30, 1996. The assistance amount, \$14,199, is unchanged.

Please review the enclosed amendment. If it is satisfactory, please sign, date, and return one original and two copies by certified mail to Grants Administration Unit, MD-140, within three weeks of receipt.

Any questions regarding this amendment should be directed to Jed Januch, at (206) 553-4972.

Sincerely,

  
Deborah Flood, Manager  
Grants Administration Unit

Enclosures

cc: Peter DeChant R.S., Chief Sanitarian  
Multnomah County Health Dept./Environmental Health  
Vector and Nuisance Control  
P.O. Box 83157  
Portland, Oregon 97283-0157

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
ASSISTANCE AMENDMENT  
(Optional)**

**ASSISTANCE ID NO.  
MM990270-01-2  
AMENDMENT NO.  
2**

**NOTE: The original Amendment with one copy must be executed and returned to the Grants Administration Division for Headquarters assistance awards and to the Grants Administration Branches for State and local assistance awards within 3 weeks after receipt or within any extension of time as may be granted in writing by EPA. Except as may be otherwise provided, no costs as a result of the Amendment may be incurred prior to the execution of the Assistance Amendment by the parties thereto.  
Receipt of a written refusal, or failure to receive the properly executed document within the prescribed time will result in the termination of consideration of the Assistance Amendment by EPA.**

**GENERAL INFORMATION**

**APPROPRIATION AND ACCOUNTING DATA**

Site Name	Document Control Number	FY	Approp.	Budget Organization	Program Element	Object Class	Site/Project	Cost Organization	Obligation / Deobligation

**DESCRIPTION OF AMENDMENT PURSUANT TO EPA ASSISTANCE REGULATION 40 CFR 30.700. THE ABOVE NUMBER ASSISTANCE AGREEMENT IS AMENDED AS FOLLOWS:**

The Project and Budget periods have been extended to June 30, 1996.

The Payee Address shown in block 9 has been changed to:

P.O. Box 83157  
Portland, Oregon 97283-0157

Condition Number 4 is repeated as a reminder:

- The Financial Status Report (FSR), Standard Form 269, for this award shall be submitted to the Grants Administration Section, MD-140, within 90 days after the end of the budget period. If the period is longer than one year, or if the agreement is revised to extend the budget period beyond one year, the recipient must submit an annual FSR within 90 days after the end of each anniversary of the agreement.

The following condition has been added:

- The final progress report, including a copy of the educational video produced for this project, should be submitted to the EPA Project Officer by June 30, 1996.

**METHOD OF PAYMENT: Reimbursement      EIN: 936002309A**

**AWARD APPROVAL OFFICE**

**ORGANIZATION**  
Regional Administrators Office  
**ADDRESS**  
Environmental Protection Agency  
1200 Sixth Avenue  
Seattle, WA 98101

**ISSUING OFFICE**

**ORGANIZATION**  
U.S. EPA, Region 10  
**ADDRESS**  
Grants Administration Section  
1200 Sixth Avenue  
Seattle, WA 98101

**RECIPIENT ORGANIZATION**

**NAME**  
MULTNOMAH COUNTY

**ADDRESS**  
5325 N COLUMBIA BLVD  
PORTLAND, OR 97203

**Except as provided herein all terms and conditions of the basic assistance agreement, including prior amendments, remain unchanged and in full force and effect and subject to all applicable provisions of 40 CFR Chapter 1, Subchapter B.**

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

**SIGNATURE OF AWARD OFFICIAL**  
*Deborah Flood*

**TYPED NAME AND TITLE** DEBORAH FLOOD  
CHIEF, GRANTS ADMINISTRATION UNIT

**DATE**  
JAN 10 1996

**BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION**

**SIGNATURE**  
*Beverly Stein*

**TYPED NAME AND TITLE** BEVERLY STEIN, CHAIR  
BOARD OF COUNTY COMMISSIONERS

**DATE**  
1/29/96



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
426 S.W. STARK STREET, 8TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3674  
FAX (503) 248-3676  
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BOARD OF COUNTY COMMISSIONERS  
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TANYA COLLIER • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

DATE: January 24, 1996

TO: Beverly Stein, Multnomah County Chair

FROM: *B. Odgaard* Odgaard, Director, Health Department

SUBJECT: Extension of EPA Rodent Control Grant (MM-990270-01-2)

- I. Recommendation/Action Requested: The Health Department requests County Chair approval of Amendment #2 to the EPA rodent control grant.
- II. Background/Analysis: In July 1994, the Health Department was awarded a federal EPA grant for community level implementation of integrated pest management for rodent control. This amendment extends the grant period from December 31, 1995, to June 30, 1996. The extension will allow us to complete the public education phase of the project which was delayed due to a delay in the production of the educational video. The scope of the project and the grant amount (\$14,199) remain unchanged.
- III. Financial Impact: None
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Working to protect the community against health hazards and the spread of disease.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

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

<b>1) Grantee</b> Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	<b>2) Issue Date</b> April 1, 1996	<b>This Action</b> REVISION #8
	<b>3) Award Period</b> From July 1, 1995 Through June 30, 1996	

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
State Support for Public Health		384,400	0	384,400
Family Planning Agency Grant		518,501	0	518,501
Family Planning Drug Account		N/A	0	xxxxxx (a) (c)
Central Drug Purchasing		618,917	0	618,917 (g)
Child & Adolescent Health Services		364,523	0	364,523 (d)
Perinatal		59,793	0	59,793 (d) (e)
Babies First		71,427	0	71,427 (d) (f)
Women, Infants & Children		1,786,440	12,000	1,798,440
WATER		6,414	0	6,414
TB-Case Management		47,472	0	47,472
STD/VD		193,000	0	193,000
Childhood Lead Screening		200,509	0	200,509

**5) Remarks:**

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY96 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- a) Total Family Planning Allocation is 615,935
- b) Total FP Agency Grant must include at least: Teen pregnancy prevention of \$192,095 and Special Project funds of \$18,777
- c) FP Drug Acct. (deposited at Mult. Co.) is total FP Allocation less FP agency Grant = \$97,434
- d) Combined CAHS / Perinatal / Babies First! is 495,743
- e) Perinatal must be at least \$59,793
- f) Babies First! must be at least \$71,427
- g) Administration Budget 88,845  
 Drug Budget 530,072  
 TOTAL 618,917.

**6) Capital Outlay Requested in This Action**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$2,500 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

<b>1) Grantee</b> Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR Zip Code: 97204	<b>2) Issue Date</b> April 1, 1996	<b>This Action</b> REVISION #8
<b>3) Award Period</b> From July 1, 1995 Through June 30, 1996		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
Seroprevalance		98,402	0	98,402
TB Outreach		119,772	0	119,772
Substance Abuse Survey		22,689	0	22,689
HIV Care Consortia		438,942	5,000	443,942
School Based Clinic		101,650	0	101,650
AIDS Surveillance		66,221	0	66,221
Seropositive Wellness		127,082	0	127,082
Refugee TB		40,546	0	40,546
HIV Block Grant -- Prevention		657,124	0	657,124
Breast and Cervical Cancer		0	0	0
Breast and Cervical Cancer -- Screening		316,168	0	316,168
Breast and Cervical Cancer -- Education		43,766	0	43,766

**5) Remarks:**

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY96 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

h) \$50,825 Jefferson: \$50,825 Grant  
 i) Changes in the grant totals reflect the separation of Screening and Education funds and the inclusion of funds for July 1, 1995, through September 30, 1995, to bring funding period in-line with the Annual Plan/Grant funding process.  
 j) A minimum of \$140,861 must be used for focussed outreach to gay/bisexual men.

**6) Capital Outlay Requested in This Action**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$2,500 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

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

<b>1) Grantee</b> Name: Multnomah Co. Community Health Street: 426 S. W. Stark St.-7th Floor City: Portland State: OR      Zip Code: 97204	<b>2) Issue Date</b> April 1, 1996	<b>This Action</b> REVISION #8
<b>3) Award Period</b> From July 1, 1995 Through June 30, 1996		

4) OSHD Funds Approved	Program Manager Approval	Previous Award	Increase/ (Decrease)	New Grant Award
HIV Reporting Evaluation		88,353	0	88,353
Emerging Infections Program		17,500	0	17,500
HIV + Speaker Training		10,300	0	10,300
HIV -- Supplemental Prevention		160,453	0	160,453
Diabetes		19,997	0	19,997 (k)
Immunization Action Plan -- Ongoing Funds		95,111	0	95,111 (l)
Immunization Action Plan -- One Time Only		63,060	0	63,060 (m)
Acute Viral Hepatitis		72,230	0	72,230
STARS Project		0	13,257	13,257
RWJ Project		0	16,429	16,429
<b>TOTAL</b>		6,810,762	46,686	6,857,448

**5) Remarks:**

The amounts cited in item 4 of this award are provisional and subject to adjustments when the FFY96 appropriation is enacted and Oregon receives its allocation. Any adjustments to these amounts will be reflected in subsequent grant awards.

- k) New grant funds being distributed for Diabetes Assessment and Planning Activities.
- l) Ongoing Funds will be paid in equal monthly payments to be spent by 6/30/96.
- m) One time only funds must be spent by 12/31/95. Final expenditure report due 1/25/96.

**6) Capital Outlay Requested in This Action**

Prior approval is required for Capital Outlay. Capital Outlay is defined as an expenditure for equipment with a purchase price in excess of \$2,500 and a life expectancy greater than one year.

PROGRAM	ITEM DESCRIPTION	COST	PROG. APPROV

BUDGET MODIFICATION NO.

Non-D 14

(For Clerk's Use) Meeting Date JUN 06 1996  
 Agenda No. R-9

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR June 6, 1996

(Date)

DEPARTMENT Board of County Commissioners  
 CONTACT Michele Fuchs

DIVISION Collier, District 3  
 TELEPHONE 248-5217

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

Commissioner Tanya Collier

SUGGESTED

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

Budget modification to transfer budgeted dollars from Personnel Services to External Materials and Services, FY 1995-96.

(Estimated Time Needed on the Agenda)

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

Personnel changes are shown in detail on the attached sheet

This budget modification transfers \$9,000. from Personnel Services to External Materials and Services to allow Commissioner Collier to participate in the Program for Senior Executives in State & Local Government at the John F. Kennedy School of Government, Harvard University, Boston, MA.

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

Insurance fund revenue is reduced by \$5,300.

96 MAY 30 AM 10:19  
 MULTNOMAH COUNTY  
 OREGON  
 BOARD OF  
 COUNTY COMMISSIONERS

4. CONTINGENCY STATUS (to be completed by Budget & Planning)

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

After this modification

Originated By <u>[Signature]</u>	Date <u>5-30-96</u>	Department Director <u>[Signature]</u>	Date <u>5-30-96</u>
Plan/Budget Analyst <u>[Signature]</u>	Date <u>5/30/96 4/10/96</u>	Employee Services	Date
Board Approval <u>[Signature]</u>	Date <u>6/6/96</u>		

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
Non-D 14		100	050	9250			5100	147,285	145,985	(1300)0		Permanent Personnel
							5500	25,854	23,454	(2400)0		Salary Related
							5550	23,052	17,752	(5300)0		Insurance
							6310	750	5,885	5135.0		Education & Training
							6320	0	3,265	3265.0		Mtng Conference/Convention
							6120	750	1,350	600.0		Printing
		400	050	7531			6580		(5300)	0		Claims Paid
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE										0	0	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY 95-96

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		400	050	7040			6600		0	(5300)		Service Reimbursement Genl Fund
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE										0	0	

TANYA COLLIER  
Multnomah County Commissioner  
District 3



1120 SW Fifth St., Suite 1500  
Portland, OR 97204  
(503) 248-5217

TO: Board of County Commissioners

FROM: Michele Fuchs, Office of Commissioner Tanya Collier

DATE: May 30, 1996

REQUESTED  
PLACEMENT  
DATE: June 6, 1996

RE: 1995/96 Budget Modification

---

- I. Recommendation/Action Requested:  
Approval of budget modification Non-D 14 to transfer \$9,000 budgeted dollars from Personnel Services (5100, 5500, & 5550) to External Materials and Services.
- II. Background/Analysis  
This modification is necessary to allow Commissioner Collier to participate in the Program for Senior Executives in State and Local Government at the John F. Kennedy School of Government, Harvard University.
- III. Financial Impact:  
Insurance fund revenue is reduced by \$5,300.
- IV. Legal Issues:  
None.
- V. Controversial Issues:  
None.
- VI. Link to Current County Policies:  
Supports the County Benchmark goal of increasing the accountability and responsiveness of Multnomah County government. It also supports the RESULTS Initiative to develop new forms of leadership that will provide innovative ways to improve the quality of County services.
- VII. Citizen Participation:  
None.
- VIII. Other Government Participation:  
None.

BUDGET MODIFICATION NO.

Non d #15

(For Clerk's Use) Meeting Date  
Agenda No.

JUN 06 1996

R-10

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR

\*June 6, 1996

(Date)

DEPARTMENT Board of County Commissioners

DIVISION Saltzman, District 1

CONTACT Andrea Jilovec

TELEPHONE 248-5220

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

Commissioner Saltzman

SUGGESTED

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

Budget modification Non d #15 moves \$7,076 from Personnel Services to Materials & Services, and increases materials by \$204.00.

(Estimated Time Needed on the Agenda)

2. DESCRIPTION OF MODIFICATION

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

Personnel changes are shown in detail on the attached sheet

The budget modification transfers \$7,076 from Personnel Services to: temporary personnel (5200), supplies (6230), education & training (6310), meeting conference/convention (6320), dues & subscriptions (6620), and other internal services (7500).

Materials is increased by \$204.00 due to additional revenue received.

3. REVENUE IMPACT

(Explain revenues being changed and reason for the change)

The general fund is increased by \$204.00 due to revenue received from Commissioner Dan Saltzman to reimburse the budgeted distribution/postage account for a constituent mailing.

4. CONTINGENCY STATUS

(to be completed by Budget & Planning)

NA Fund Contingency before this modification (as of \_\_\_\_\_) \$ \_\_\_\_\_

Date

After this modification

Originated By	<u>Andrea Jilovec</u>	Date	<u>5/29/96</u>	Department Director	<u>Don Saltzman</u>	Date	
Plan/Budget Analyst	<u>Cheryl May</u>	Date	<u>5/28/96</u>	Employee Services		Date	
Board Approval	<u>DEBORAH L. BOUSTAD</u>	Date	<u>6/6/96</u>				

BOARD OF  
COUNTY COMMISSIONERS  
MULNOMAH COUNTY  
OREGON  
95 MAY 29 AM 10:26

EXPENDITURE

TRANSACTION EB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
Non-D 15		100	50	9235			5100	150,836	143,760	(7,076)		Permanent Personnel
							5200	0	3,700	3,700		Temporary Personnel
							6230	500	1,882	1,382		Supplies
							6310	300	500	200		Education & Training
							6320	0	1,022	1,022		Mtng Conference/Convention
							6620	350	575	225		Dues & Subscriptions
							7500	0	751	751		Other Internal Services
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL EXPENDITURE CHANGE											0	
											204	

REVENUE

TRANSACTION RB GM [ ]

TRANSACTION DATE \_\_\_\_\_

ACCOUNTING PERIOD \_\_\_\_\_

BUDGET FY \_\_\_\_\_

Document Number	Action	Fund	Agency	Organization	Activity	Reporting Category	Object	Current Amount	Revised Amount	Change Increase (Decrease)	Subtotal	Description
		100	50	9235			4900	0	204	204		Distribution Reimbursement
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
										0		
TOTAL REVENUE CHANGE											204	0



**DAN SALTZMAN, Multnomah County Commissioner, District One**

1120 S.W. Fifth Avenue, Suite 1500 • Portland, Oregon 97204 • (503) 248-5220 • FAX (503) 248-5440

M E M O R A N D U M

TO: Board of County Commissioners

FROM: Andrea Jilovec, Office of Commissioner, Dan Saltzman

DATE: May 29, 1996

SUBJECT: 1995/96 Budget Modification  
Requested Placement Date: June 6, 1996

- I. Recommendation/Action Requested:  
Approval of budget modification Non-D 15 to transfer \$7,076 budgeted from personnel services (5100) to External Materials and Services (6230, 6310, 6320, 6620) and to Internal Services Reimbursements (7500).
- II. Background/Analysis:  
This modification is necessary to provide accurate and complete budgetary information in view of personnel changes made this fiscal year.
- III. Financial Impact:  
The General Fund is increased by \$204.00 due to revenue received from Commissioner Saltzman to reimburse the budgeted distribution/postage account for a constituent mailing.
- IV. Legal Issues:  
None.
- V. Controversial Issues:  
None.
- VI. Link to Current County Policies:  
Not Applicable.
- VII. Citizen Participation:  
None.
- VIII. Other Government Participation:  
None.