

# **ANNOTATED MINUTES**

Thursday, July 29, 1999 - 9:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFING**

*Chair Beverly Stein convened the meeting at 9:07 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley and Serena Cruz present, and Commissioner Lisa Naito arriving at 9:12 a.m.*

B-1 Mead Building - West District Probation Office. Presented by Larry Nicholas.

**CHAIR STEIN, COMMISSIONER LINN, LARRY NICHOLAS AND KAREN JONES PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. ELYSE CLAWSON TO MEET WITH EACH COMMISSIONER FOR ADDITIONAL INFORMATION.**

*The briefing was adjourned and the regular meeting was convened at 9:40 a.m.*

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Thursday, July 29, 1999 - 9:30 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

*Chair Beverly Stein convened the meeting at 9:40 a.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.*

### **CONSENT CALENDAR**

**UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER LINN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-5) WAS UNANIMOUSLY APPROVED.**

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

- C-1 Intergovernmental Agreement 0010275 with the Housing Authority of Portland for Rehabilitation and Construction Services for an Addition to an Existing Community Building at Fairview Woods for Head Start, Using Community Development Block Grant Funding
- C-2 Renewal of Intergovernmental Agreement 0010655 with the Regional Drug Initiative, Providing Staff Assistance to Continue to Implement Programs and Services to Combat Drug Abuse in Multnomah County

## **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3 RESOLUTION Canceling Land Sale Contract 15777 with Lori R. Jacobs Upon Default of Payments and Performance of Covenants

### ***RESOLUTION 99-156.***

## **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-4 Amendment 1 to Intergovernmental Agreement 700788 with Portland School District No. 1 to Continue Funding Three Staff Positions Connected with the Family Resource Centers Providing Services to Youth and Their Families in the Grant/Madison and Marshall School Attendance Areas

## **DEPARTMENT OF HEALTH**

- C-5 Renewal of Intergovernmental Agreement 0010344 with the Oregon Health Division Center for Disease Prevention and Epidemiology for Grant Research Services Required by the Health Department's Tobacco Prevention Program

## **REGULAR AGENDA**

## **PUBLIC COMMENT**

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

***NO ONE WISHED TO COMMENT.***

## **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- R-2 Intergovernmental Agreement 9910883 with the State of Oregon Department of Corrections in Support of a Rotational Job Assignment to Assist in the Continued Development of a Statewide Offender Tracking System

***COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-2. MICHAEL HAINES EXPLANATION. AGREEMENT UNANIMOUSLY APPROVED.***

#### **DEPARTMENT OF SUPPORT SERVICES**

- R-3 Ratification of the 1998-2001 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriffs Association

***COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-3. DAVID RHYS EXPLANATION AND RESPONSE TO BOARD COMMENTS IN SUPPORT AND ACKNOWLEDGEMENT OF EFFORTS OF BARGAINING TEAM. AGREEMENT UNANIMOUSLY RATIFIED.***

#### **SHERIFF'S OFFICE**

- R-4 NOTICE OF INTENT to Seek \$156,000 Grant Funding for the Driving Under the Influence Intensive Supervision Program

***COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-4. SHERIFF DAN NOELLE EXPLANATION. NOTICE OF INTENT UNANIMOUSLY APPROVED.***

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- R-5 RESOLUTION Authorizing the Chair to Approve Real Property Leases that Do Not Exceed \$100,000 in Annual Rental

***COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-5. BOB OBERST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. FOLLOWING DISCUSSION, COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ***

**SECONDED, AN AMENDMENT INSERTING TWO ADDITIONAL REQUIREMENTS: THAT THE LEASE IS WITHIN THE FAIR MARKET RENTAL VALUE; AND THAT THE CHAIR WOULD IMMEDIATELY NOTIFY THE BOARD OF THE SIGNING OF THE LEASE AND THE TERMS. COMMISSIONER LINN ASKED THAT THE COUNTY PURSUE OPPORTUNITIES TO UTILIZE SPACE FROM OTHER JURISDICTIONS SUCH AS SCHOOL DISTRICTS. COMMISSIONER KELLEY ADVISED SHE SUPPORTS THE AMENDMENT AND WILL NOT MAKE HER PROPOSED AMENDMENT TO EXEMPT ANY LEASES OF COUNTY OWNED PROPERTY TO OUTSIDE PARTIES WITHOUT BOARD APPROVAL. AMENDMENT UNANIMOUSLY APPROVED. CHAIR STEIN ADVISED SHE IS WORKING ON FACILITIES ISSUES IN TERMS OF ORGANIZATION AS WELL AS LARGER PLANNING AND WANTS TO BE GUIDED IN HER DECISIONS BY THE OVERALL THOUGHTS AND VALUES OF THE BOARD HAVING TO DO WITH FINANCIAL RESPONSIBILITY AND USING OTHER SPACES. COMMISSIONER NAITO SUGGESTED THAT THE BOARD DISCUSS LONG TERM FACILITIES PLANNING IN CONJUNCTION WITH THE BUDGET PROCESS OR IN SOME OTHER ANNUAL MANNER. IN RESPONSE TO A QUESTION OF COMMISSIONER LINN, MR. OBERST ADVISED THAT ONCE A LEASE HAS BEEN EXECUTED, IT IS A MATTER OF PUBLIC RECORD. RESOLUTION 99-157 UNANIMOUSLY APPROVED, AS AMENDED.**

- R-6 First Reading of an ORDINANCE Repealing Multnomah County Ordinance 903 Pertaining to Expiration Periods for Certain Single Family Dwellings Approved in the Exclusive Farm Use Districts

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER LINN MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF FIRST READING. CHUCK BEASLEY EXPLANATION. ARNOLD ROCHLIN**

**TESTIMONY IN SUPPORT. ROY VAN RADEN  
TESTIMONY IN OPPOSITION. JEFF BACHRACH  
TESTIMONY IN OPPOSITION AND REQUEST  
THAT FINDINGS NINE AND ELEVEN BE  
OMITTED. MR. BACHRACH RESPONSE TO  
BOARD QUESTIONS. PLANNER CHUCK BEASLEY  
AND COUNTY COUNSEL JEFF LITWAK  
EXPLANATION IN RESPONSE TO TESTIMONY  
AND BOARD QUESTIONS, ADVISING TODAY'S  
ACTION IS LEGISLATIVE NOT QUASI-JUDICIAL;  
WAS APPROPRIATELY NOTICED; AND WILL  
HAVE NO AFFECT ON MR. BACHRACH'S CLIENTS  
QUASI-JUDICIAL CASE. COMMISSIONER CRUZ  
STATED SHE DISAGREES WITH MR. BACHRACH'S  
POSITION AND SUPPORTS THE PROPOSED  
ORDINANCE AS IT STANDS. FOLLOWING  
DISCUSSION, COMMISSIONER LINN MOVED AND  
COMMISSIONER NAITO SECONDED,  
AMENDMENT OMITTING FINDING NINE. MR.  
LITWAK AND MR. BEASLEY RESPONSE TO  
BOARD QUESTIONS, ADVISING STAFF HAS ONLY  
PROCESSED ONE APPLICATION UNDER  
ORDINANCE 903; THAT WITHOUT LEGISLATION  
THEY WOULD APPLY APPROPRIATE STATE  
REGULATIONS; AND THAT IT WOULD NOT MAKE  
A DIFFERENCE IF FINDING NINE WAS OMITTED.  
AMENDMENT APPROVED, WITH  
COMMISSIONERS KELLEY, LINN, NAITO AND  
STEIN VOTING AYE, AND COMMISSIONER CRUZ  
VOTING NAY. COMMISSIONER KELLEY ADVISED  
SHE DOES NOT SUPPORT REPEALING  
ORDINANCE 903. FIRST READING APPROVED, AS  
AMENDED, WITH COMMISSIONERS LINN, NAITO,  
CRUZ AND STEIN VOTING AYE, AND  
COMMISSIONER KELLEY VOTING NAY. SECOND  
READING THURSDAY, AUGUST 5, 1999.**

#### **DEPARTMENT OF LIBRARY SERVICES**

R-7 ORDER Approving Exemption from the Formal Bid Process a Contract for a Developer/General Contractor for the Construction of the Hollywood Branch Library

**COMMISSIONER KELLEY MOVED AND COMMISSIONER LINN SECONDED, APPROVAL OF R-7. GINNIE COOPER EXPLANATION AND RESPONSE TO BOARD QUESTIONS. SUSAN HATHAWAY-MARXER TESTIMONY IN SUPPORT OF THE HOLLYWOOD BRANCH BEING AN IMPRESSIVE QUALITY BUILDING. BOARD COMMENTS IN SUPPORT. ORDER 99-158 UNANIMOUSLY APPROVED.**

**NON-DEPARTMENTAL**

- R-8 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 11.300 and 11.305 to Exempt Car Sharing Programs from the Motor Vehicle Rental Tax

**ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER CRUZ MOVED AND COMMISSIONER KELLEY SECONDED, APPROVAL OF SECOND READING AND ADOPTION. NO ONE WISHED TO TESTIFY. ORDINANCE 934 UNANIMOUSLY APPROVED.**

- R-9 RESOLUTION Creating a Siting Advisory Committee to Recommend a Site for a New Child Abuse Center

**COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF R-9 FOR PURPOSES OF DISCUSSION. LISA NAITO SUBMITTED WRITTEN MATERIAL AND PRESENTED A LIST OF KEY POLICY DECISIONS NEEDING BOARD CONSIDERATION. COMMISSIONER KELLEY ADVISED SHE HAS DAN STEFFEY, MIKE SCHRUNK, SHERIFF NOELLE AND LARRY NICHOLAS HERE TODAY TO ACCRESS THE SPECIFICS OF THE RESOLUTION. CHAIR STEIN STATED SHE FEELS THE RESOLUTION IS PREMATURE AND FOR THE PURPOSES OF TIME PROPOSED THAT THIS ISSUE BE DISCUSSED AS AN INITIAL BOARD BRIEFING ON AUGUST 10, WITH COMMISSIONER KELLEY BRINGING THE RECEIVING CENTER GROUP TO THE TABLE**

FOR A BRIEFING ON SEPTEMBER 9, CONTINUING THE DISCUSSION DURING THE SEPTEMBER 22 FACILITIES PROJECTS BRIEFING, AND THAT THE BOARD CONSIDER THE RESOLUTION AFTER THAT. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, TO CONTINUE THE RESOLUTION TO AUGUST 12 FOLLOWING THE AUGUST 10 BRIEFING. COMMISSIONER NAITO EXPLAINED HER CONCERN WITH THE PROPOSED TIMELINE AND DESIRE TO MOVE WITH SPEED AT THIS POINT IN ORDER FOR THE BOARD TO MAKE KEY POLICY DECISIONS, DETERMINE WHAT THE NEXT STEPS SHOULD BE AND TO DEAL WITH A SEPARATION OF POWERS ISSUE. COMMISSIONER CRUZ ADVISED SHE FEELS COMFORTABLE WITH EITHER CHAIR'S PROPOSAL OR COMMISSIONER NAITO'S PROPOSAL AND LOOKS FORWARD TO ADDRESSING POLICY ISSUES. CHAIR STEIN URGED THE BOARD TO ADOPT HER PROPOSAL IN ORDER NOT TO MAKE THIS A PIECEMEAL ISSUE, HAVE TO LOOK A BOND MEASURE AND DISCOVER HOW MUCH MONEY THERE IS AVAILABLE IN ORDER TO DETERMINE WHAT SIZE SITE WE WANT. COMMISSIONER KELLEY ADVISED THE CHAIR HAS ALREADY GROUPED THE BRIEFINGS TOGETHER IN SEPTEMBER, SO THE AUGUST 12 DATE IS TOO SOON. COMMISSIONER NAITO ADVISED SHE INTENDS TO AMEND HER RESOLUTION TO ACCOMMODATE WHAT A MAJORITY OF THE BOARD WANTS TO MOVE FORWARD WITH, THAT THE ISSUE WAS TO GET THE MATTER BEFORE THE BOARD, TO MOVE FORWARD WITH DELIBERATIONS. COMMISSIONER LINN ADVISED SHE WANTS TO CONSIDER ALL POLICY ISSUES, FEELS A SENSE OF URGENCY ABOUT THIS, WOULD LIKE TO SEE AN ALTERNATIVE PLAN, AND SUGGESTED THAT THE BOARD HAVE A BRIEFING ON AUGUST 10 TO LOOK AT SOME OVERALL POLICY ISSUES

**AND TALK THEM THROUGH AS A BOARD, AND ADVISED THAT SHE WOULD LIKE TO BE PRESENTED WITH PROS AND CONS OF DIFFERENT APPROACHES AT THE SEPTEMBER 9 BRIEFING. FOLLOWING DISCUSSION, COMMISSIONER NAITO AMENDED HER AMENDMENT, AND COMMISSIONER CRUZ SECONDED, TO CONTINUE THE RESOLUTION TO SEPTEMBER 9 FOLLOWING THE AUGUST 10 AND SEPTEMBER 9 BRIEFINGS. CHAIR STEIN COMMENTS IN OPPOSITION. COMMISSIONER LINN COMMENTS IN SUPPORT. AMENDMENT TO CONTINUE RESOLUTION TO THURSDAY, SEPTEMBER 9, 1999 APPROVED, WITH COMMISSIONERS LINN, NAITO AND CRUZ VOTING AYE, AND COMMISSIONERS KELLEY AND STEIN VOTING NAY.**

*The regular meeting was adjourned at 11:10 a.m. and the briefing was convened at 11:15 a.m.*

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Thursday, July 29, 1999 - 11:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFING**

- B-2 Emergency Ambulance System Performance Briefing. Presented by Gary Oxman, MD, MPH, Health Officer and Bill Collins, Emergency Medical Services Administrator. 1 HOUR REQUESTED.

**GARY OXMAN AND BILL COLLINS PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. CITY AUDITOR GARY BLACKMER DISCUSSED AUDIT MEMORANDUM HE AND COUNTY AUDITOR SUZANNE FLYNN WILL PROVIDE TO THE BOARD BY AUGUST 11, 1999. STAFF TO PROVIDE ADDITIONAL INFORMATION TO BOARD MEMBERS PRIOR TO BOARD CONSIDERATION OF AMBULANCE CONTRACT SCHEDULED FOR THURSDAY, AUGUST 12, 1999.**

*There being no further business, the meeting was adjourned at 12:34 p.m.*

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Thursday, July 29, 1999 - 2:00 PM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFINGS**

*Chair Beverly Stein convened the meeting at 2:01 p.m., with Vice-Chair Diane Linn, Commissioners Sharron Kelley, Lisa Naito and Serena Cruz present.*

- B-3 Portland Development Commission and the Portland Office of Financial Administration Briefing Regarding Proposed Formation of an Urban Renewal District Along North Macadam Boulevard. Presented by Felicia Trader and Tim Grewe.

***DAVE WARREN, FELICIA TRADER, RICK SAITO, JOHN SPENCER AND ABE FARKAS PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION. BOARD COMMENTS IN SUPPORT. MS. TRADER TO DISCUSS WITH EAST COUNTY CITIES.***

- B-4 Discussion of Commissioner Intergovernmental and Liaison Appointments. Presented by Beverly Stein and Bill Farver.

***BOARD DISCUSSION AND CONSENSUS. STAFF TO RESEARCH POSSIBLE ORDINANCE AMENDMENT REGARDING BOARD REPRESENTATION ON ANIMAL CONTROL ADVISORY COMMITTEE.***

- B-5 Review and Discuss the 1999-2000 Budget Process and Recommendations for the 2000-2001 Process. Presented by Dave Warren.

***BILL FARVER AND DAVE WARREN PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION REGARDING LEVIES AND THE NEED TO TALK WITH OTHER JURISDICTIONS ABOUT THEIR LEVIES; DISCUSSION THAT THE BOARD GET BACK TO A MISSION AND GOALS RETREAT, AND POSSIBLE***

**AN ANNUAL RETREAT IN EARLY DECEMBER TO DISCUSS LARGER BUDGET ISSUES. BOARD CONSENSUS TO MEET IN EARLY SEPTEMBER FOR TIMING LEVY DISCUSSION, AFTER GETTING MORE INFORMATION FROM ELECTIONS. BOARD WANTS IN DEPTH REVIEW OF THE THREE PUBLIC SAFETY BUDGETS (MCSO, DJACJ & DA).**

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

OFFICE OF THE BOARD CLERK  
FOR MULTNOMAH COUNTY, OREGON

*Deborah L. Bogstad*

Deborah L. Bogstad



## MULTNOMAH COUNTY, OREGON

### BOARD OF COMMISSIONERS

#### Beverly Stein, Chair

1120 SW Fifth Avenue, Suite 1515  
Portland, Or 97204-1914  
Phone: (503) 248-3308 FAX (503) 248-3093  
Email: mult.chair@co.multnomah.or.us

#### Diane Linn, Commission Dist. 1

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5220 FAX (503) 248-5440  
Email: diane.m.linn@co.multnomah.or.us

#### Serena Cruz, Commission Dist. 2

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5219 FAX (503) 248-5440  
Email: serena.m.cruz@co.multnomah.or.us

#### Lisa Naito, Commission Dist. 3

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5217 FAX (503) 248-5262  
Email: lisa.h.naito@co.multnomah.or.us

#### Sharron Kelley, Commission Dist. 4

1120 SW Fifth Avenue, Suite 1500  
Portland, Or 97204-1914  
Phone: (503) 248-5213 FAX (503) 248-5262  
Email: sharron.e.kelley@co.multnomah.or.us

#### **ANY QUESTIONS? CALL BOARD CLERK DEB BOGSTAD @ 248-3277**

Email: deborah.l.bogstad@co.multnomah.or.us

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

**JULY 29, 1999**

### BOARD MEETING

#### FASTLOOK AGENDA ITEMS OF INTEREST

Pg 2	9:00 a.m. Thursday Mead Building - West District Probation Office Briefing
Pg 3	9:33 a.m. Thursday Ratification of the Deputy Sheriffs Association Contract
Pg 4	10:10 a.m. Thursday Hollywood Branch Library Board Order
Pg 4	10:42 a.m. Thursday Creating a Siting Advisory Committee Resolution
Pg 4	11:00 a.m. Thursday Emergency Ambulance System Performance
Pg 4	2:00 - 4:00 p.m. Thursday PDC, Board Liaison and Budget Process Briefings
✳	<b>The August 26 &amp; September 2, 1999 Board Meetings are Cancelled</b>

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

Thursday, 9:30 AM, (LIVE) Channel 30  
Friday, 10:00 PM, Channel 30  
Sunday, 1:00 PM, Channel 30

Produced through Multnomah Community  
Television

Thursday, July 29, 1999 - 9:00 AM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **BOARD BRIEFING**

B-1 Mead Building - West District Probation Office. Presented by Larry Nicholas.  
30 MINUTES REQUESTED.

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Thursday, July 29, 1999 - 9:30 AM  
**(OR IMMEDIATELY FOLLOWING BOARD BRIEFING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

## **REGULAR MEETING**

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

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

- C-1 Intergovernmental Agreement 0010275 with the Housing Authority of Portland for Rehabilitation and Construction Services for an Addition to an Existing Community Building at Fairview Woods for Head Start, Using Community Development Block Grant Funding
- C-2 Renewal of Intergovernmental Agreement 0010655 with the Regional Drug Initiative, Providing Staff Assistance to Continue to Implement Programs and Services to Combat Drug Abuse in Multnomah County

#### **DEPARTMENT OF ENVIRONMENTAL SERVICES**

- C-3 RESOLUTION Canceling Land Sale Contract 15777 with Lori R. Jacobs Upon Default of Payments and Performance of Covenants

#### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE**

- C-4 Amendment 1 to Intergovernmental Agreement 700788 with Portland School District No. 1 to Continue Funding Three Staff Positions Connected with the Family Resource Centers Providing Services to Youth and Their Families in the Grant/Madison and Marshall School Attendance Areas

## **DEPARTMENT OF HEALTH**

- C-5 Renewal of Intergovernmental Agreement 0010344 with the Oregon Health Division Center for Disease Prevention and Epidemiology for Grant Research Services Required by the Health Department's Tobacco Prevention Program

## **REGULAR AGENDA**

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

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

### **DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE - 9:30 AM**

- R-2 Intergovernmental Agreement 9910883 with the State of Oregon Department of Corrections in Support of a Rotational Job Assignment to Assist in the Continued Development of a Statewide Offender Tracking System

### **DEPARTMENT OF SUPPORT SERVICES - 9:33 AM**

- R-3 Ratification of the 1998-2001 Collective Bargaining Agreement Between Multnomah County and the Multnomah County Deputy Sheriffs Association

### **SHERIFF'S OFFICE - 9:38 AM**

- R-4 NOTICE OF INTENT to Seek \$156,000 Grant Funding for the Driving Under the Influence Intensive Supervision Program

### **DEPARTMENT OF ENVIRONMENTAL SERVICES - 9:45 AM**

- R-5 RESOLUTION Authorizing the Chair to Approve Real Property Leases that Do Not Exceed \$100,000 in Annual Rental
- R-6 First Reading of an ORDINANCE Repealing Multnomah County Ordinance 903 Pertaining to Expiration Periods for Certain Single Family Dwellings Approved in the Exclusive Farm Use Districts

### **DEPARTMENT OF LIBRARY SERVICES - 10:10 AM**

- R-7 ORDER Approving Exemption from the Formal Bid Process a Contract for a Developer/General Contractor for the Construction of the Hollywood Branch Library

**NON-DEPARTMENTAL - 10:40 AM**

- R-8 Second Reading and Possible Adoption of an ORDINANCE Amending MCC 11.300 and 11.305 to Exempt Car Sharing Programs from the Motor Vehicle Rental Tax
- R-9 RESOLUTION Creating a Siting Advisory Committee to Recommend a Site for a New Child Abuse Center
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Thursday, July 29, 1999 - 11:00 AM  
**(OR IMMEDIATELY FOLLOWING REGULAR MEETING)**  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

**BOARD BRIEFING**

- B-2 Emergency Ambulance System Performance Briefing. Presented by Gary Oxman, MD, MPH, Health Officer and Bill Collins, Emergency Medical Services Administrator. 1 HOUR REQUESTED.
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Thursday, July 29, 1999 - 2:00 PM  
Multnomah County Courthouse, Boardroom 602  
1021 SW Fourth Avenue, Portland

**BOARD BRIEFINGS**

- B-3 Portland Development Commission and the Portland Office of Financial Administration Briefing Regarding Proposed Formation of an Urban Renewal District Along North Macadam Boulevard. Presented by Felicia Trader and Tim Grewe. 30 MINUTES REQUESTED.
- B-4 Discussion of Commissioner Intergovernmental and Liaison Appointments. Presented by Beverly Stein and Bill Farver. 30 MINUTES REQUESTED.
- B-5 Review and Discuss the 1999-2000 Budget Process and Recommendations for the 2000-2001 Process. Presented by Dave Warren. 1 HOUR REQUESTED.

MEETING DATE: JUL 29 1999

AGENDA NO: C-1

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

*SUBJECT. Ratification of Division of Community Programs and Partnerships intergovernmental agreement with Housing Authority of Portland. This project is for rehabilitation and construction of an addition to an existing community building at Fairview Woods.*

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: Next Available date

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

CONTACT: Lorenzo Poe/Mary Li

DIVISION: Community Programs & Partnerships

TELEPHONE: 248-3999

BLDG/ROOM: B166/5th

PERSON(S) MAKING PRESENTATION:

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

*Ratification of Division of Community Programs and Partnerships Intergovernmental Agreement with Housing Authority of Portland.*

**SIGNATURES REQUIRED:**

*B/C/99 ORIGINALS to PATTY WOYLE*

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

OR

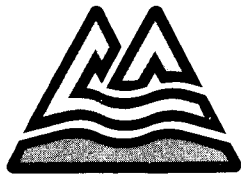
DEPARTMENT MANAGER: \_\_\_\_\_

*Lorenzo Poe mls*

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 21 PM 2:21  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • 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: July 7, 1999

SUBJECT: FY 1999-2000 Intergovernmental Agreement with Housing Authority of Portland

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends approval of the attached intergovernmental agreement contract with the Housing Authority of Portland for the period of July 1, 1999 through June 30, 2000.
- II. **Background/Analysis:** The Department of Community and Family Services is contracting with The Housing Authority of Portland for rehabilitation and construction services of an addition to an existing community building at Fairview Woods. The project is owned and operated by the Housing Authority of Portland.
- III. **Financial Impact:** None
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This contract reflects a County commitment to help meet the urgent needs of low-income families living in East Multnomah County.
- VII. **Citizen Participation:** The Community Development program activities are overseen by a Policy Advisory Board. Activities funded with Community Block Grant are discussed at a public hearing and are reviewed by the Board of County Commissioners, in conjunction with another public hearing, when the Board approves the annual statement.
- VIII. **Other Government Participation:** This contract reflects a partnership between the County and the Housing Authority of Portland over affordable housing.

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedure CON-1)

Contract #: 0010275

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not AttachedAmendment #: 0

Class I	Class II	Class III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue 

**APPROVED MULTNOMAH COUNTY**  
**BOARD OF COMMISSIONERS**  
 AGENDA # C-1 DATE 7/29/99  
DEB BOGSTAD  
**BOARD CLERK**

Department:	Community and Family Services	Division:	Community Programs & Partnerships	Date:	July 7, 1999
Originator:	Karen Whittle	Phone:	83631	Bldg/Rm:	166/5
Contact:	Patty Doyle	Phone:	24418	Bldg/Rm:	166/7

Description of Contract	Purchases rehabilitation and construction services with CDBG funding for an addition to an existing community building at Fairview Woods for Head Start.
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RENEWAL: [ ]	PREVIOUS CONTRACT #(S):		
RFP/BID:	CDBG annual process:	RFP/BID DATE:	BCC approval 5/6/99
EXEMPTION		EXEMPTION EXPIRATION	ORS/AR
#/DATE:		DATE:	#:
CONTRACTOR IS: [ ] MBE [ ] WBE [ ] ESBB [ ] QRF [ ] N/A [ ] NONE (Check all boxes that apply)			

Contractor	<b>Housing Authority of Portland</b>	Remittance Address	
Address	<b>135 SW Ash</b>		
	<b>Portland OR 97204</b>	(If different)	
Phone	<b>802-8512</b>	Payment Schedule / Terms	
Employer ID# or SS#	<b>93-6001547</b>	<input type="checkbox"/> Lump Sum	\$ <input type="checkbox"/> Due on Receipt
Effective Date	<b>July 1, 1999</b>	<input checked="" type="checkbox"/> Monthly	\$ <u>Invoice</u> <input type="checkbox"/> Net 30
Termination Date	<b>June 30, 2000</b>	<input type="checkbox"/> Other	\$ <input type="checkbox"/> Other
Original Contract Amount	\$ <b>169,705</b>		
Total Amt of Previous Amendments	\$	<input type="checkbox"/> Requirements	
Amount of Amendment	\$		
Total Amount of Agreement	\$ <b>169,705</b>	Encumber	<input type="checkbox"/> Yes <input type="checkbox"/> No

### REQUIRED SIGNATURES

Department Manager	<u>Lorenzo Koomes</u>	DATE	<u>7/13/99</u>
Purchasing Manager	<u>-</u>	DATE	<u>-</u>
County Counsel	<u>Kristi Gage</u>	DATE	<u>7/4/99</u>
County Chair	<u>Wally Kern</u>	DATE	<u>7/29/99</u>
Sheriff	<u>-</u>	DATE	<u>-</u>
Contract Administration	<u>-</u>	DATE	<u>-</u>

[illegible]

## COMMUNITY AND FAMILY SERVICES DEPARTMENT

## CONTRACT APPROVAL FORM SUPPLEMENT

Contractor : HOUSING AUTHORITY OF PORTLAND AFFORDABLE HOUSING

Vendor Code : 00023

Page 1 of 1

7/8/99

Fiscal Year : 99/00

Numeric Amendment : 00

Contract Number : 0010275

LINE	FUND	AGEN	ORG CODE	ACTIVIY CODE	OBJECT CODE	REPORTING CATEGORY	LGFS DESCRIPTION	ORIGINAL AMOUNT	AMENDMENT AMOUNT	FINAL AMOUNT	REQT'S ESTIMATE
01	156	010	1150	H44P	6060	9423F <div></div>	CDBG Unprogrammed Funds CD Fairview Woods/Head Start	\$169,705.00		\$169,705.00	
TOTAL								\$169,705.00	\$0.00	\$169,705.00	\$0.00

INTERGOVERNMENTAL AGREEMENT

#0010275

THIS CONTRACT is between MULTNOMAH COUNTY, acting by and through its Department of Community and Family Services, hereafter called COUNTY, and Housing Authority of Portland, hereafter called CONTRACTOR.

THE PARTIES AGREE:

**I. DESCRIPTION OF SERVICES.** CONTRACTOR will utilize CDBG funding to rehabilitate and construct an addition to an existing community building at Fairview Woods for Head Start.

**II. COMPENSATION.** COUNTY will pay for services under this Contract on receipt of a monthly invoice. Payment will be on a cost reimbursement basis. The total funding for this contract is \$169,705.

**III. TERM.** The CONTRACTOR'S services will begin on July 1, 1999, and terminate when completed but no later than June 30, 2000.

**IV. CONTRACT DOCUMENTS.** This Contract consists of this contract document, the attached Conditions of Contract, and Attachment A.

**V. SIGNATURES**

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

MULTNOMAH COUNTY, OREGON

HOUSING AUTHORITY OF PORTLAND

BY Lorenzo Poe ms 7/13/99  
Director, Dept of Community & Family Svcs Date

BY \_\_\_\_\_  
Signature Date

BY Beverly Stein 7/29/99  
Beverly Stein, Multnomah County Chair Date

\_\_\_\_\_  
Name, (please print)

REVIEWED:

THOMAS SPONSLER, County Counsel  
for Multnomah County, Oregon

\_\_\_\_\_  
Title

By Katie Gaetjens 7/24/99  
Katie Gaetjens, Asst. Counsel Date

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-1 DATE 7/29/99  
DEB BOGSTAD  
BOARD CLERK

**MULTNOMAH COUNTY CONTRACT NO. 0010275**  
**CONDITIONS OF INTERGOVERNMENTAL CONTRACT**

The attached contract for services between Multnomah County, herein "COUNTY", and Housing Authority of Portland, herein "CONTRACTOR", is subject to the following:

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

2. **INDEPENDENT CONTRACTOR STATUS.** CONTRACTOR is an independent contractor, and neither CONTRACTOR, CONTRACTOR'S subcontractors nor employees are employees of the COUNTY. CONTRACTOR is responsible for all federal, state, and local taxes and fees applicable to payments for services under this agreement.

3. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall neither subcontract with others for any of the work prescribed herein, nor assign any of CONTRACTOR's rights acquired hereunder without the prior written consent of COUNTY. The COUNTY is not liable to any third person for payment of any compensation payable to CONTRACTOR as provided in this agreement.

4. **ACCESS TO RECORDS.** The COUNTY'S authorized representatives shall have access to the books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcripts.

5. **PROPERTY OF COUNTY.** All work performed by CONTRACTOR under this contract shall be the property of the COUNTY.

6. **WORKERS' COMPENSATION INSURANCE**

A. CONTRACTOR shall maintain worker's compensation insurance coverage for all non-exempt workers employed by CONTRACTOR in the performance of the work either as a carrier or insured employer as provided in Chapter 656 of Oregon Revised Statutes. CONTRACTOR shall provide COUNTY with a certificate showing current worker's compensation insurance upon request.

B. If CONTRACTOR'S worker's compensation insurance coverage is due to expire before completion of the work, CONTRACTOR will renew or replace such insurance coverage and provide COUNTY with a certificate of insurance coverage showing compliance with this section.

7. **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. This indemnification is limited to the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution.

8. **ADHERENCE TO LAW**. The CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this contract.

9. **NONDISCRIMINATION**. CONTRACTOR shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions, or privileges of employment, nor shall any person be excluded from participating in, be denied the benefits of, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age, handicap, or sexual orientation. CONTRACTOR must comply with all applicable provisions of federal, state, and local laws, regulations, and policies concerning nondiscrimination.

10. **EARLY TERMINATION**

A. 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.

B. The COUNTY, by written notice of default, may terminate this agreement if CONTRACTOR fails to provide any part of the services described herein within the time specified for completion of that part or any extension thereof.

C. Upon termination before completion of the services, payment of CONTRACTOR shall be prorated to and including the day of termination and shall be in full satisfaction of all claims by CONTRACTOR against COUNTY under this Agreement.

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

11. **FINAL PAYMENT**

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

CONTRACT FOR SERVICES  
MULTNOMAH COUNTY COMMUNITY AND FAMILY SERVICES DEPARTMENT

07/08/99

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

Contractor Name : HOUSING AUTHORITY OF PORTLAND AFFORDABLE HOUSING	Vendor Code: 00023
Contractor Address : 135 SE ASH ST PORTLAND OR 97204	
Telephone : 802-8300	Fiscal Year : 99/00
Federal ID # : 93-6001547	

**Program Office Name : Housing/Public Works**

*Service Element Name : CD Fairview Woods/Head Start (H44P); Fairview Woods*

<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	07/01/99	06/30/00	Per Invoice	Cost Reimbursement				\$169,705.00
Total								\$169,705.00

# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.



This is to Certify that

HOUSING AUTHORITY OF PORTLAND  
135 SW ASH ST  
PORTLAND OR 97204-3598  
|||||

PO Box 5240  
Portland, OR 97208-5240  
503.239.5800

is, at the date of the certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions, and conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate maybe issued.

TYPE OF POLICY	EXPIRATION DATE	POLICY NUMBER	LIMITS OF LIABILITY	
<input checked="" type="checkbox"/> WORKERS' COMPENSATION	10/01/99	WC4-1NC-000075	COVERAGE AFFORDED UNDER W.C. LAW OF FOLLOWING STATES  OR  MARITIME COVERAGE-FOLLOWING STATES	LIMIT OF LIABILITY - COVERAGE B B.I. by Accident \$500,000 Each Accident B.I. by Disease \$500,000 Policy Limit B.I. by Disease \$500,000 Each Employee
<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability (Occurrence) <input type="checkbox"/> Owner's and Contractor's Protective			General Aggregate Products Comp/OPS Aggregate Personal & Advertising Injury Each Occurrence Fire Damage (Any one fire) Medical Expense (Any one person)	\$ \$ \$ \$ \$ \$
<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-owned Autos <input type="checkbox"/> Garage Liability			CSL Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage	\$ \$ \$ \$
OTHER				
LOCATION(S) OF OPERATIONS & JOB # (IF APPLICABLE) ALL OPERATIONS			DESCRIPTION OF OPERATIONS	
CANCELLATION:	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, OR REPRESENTATIVES.			

MAILED TO: DEPT OF COMMUNITY AT FAMILY SERVICES  
CONTRACTS AT EVALUATIONS UNIT  
ATTN: LOU OLSON  
421 SW 6TH AVE FL 7  
PORTLAND OR 97204-1629  
|||||

*Calvin A. Mott*  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

EFS gm 10/12/98 PORTLAND Marketing

DATE ISSUED

OFFICE

MEETING DATE: JUL 29 1999

AGENDA NO: C-2

ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

**SUBJECT: Ratification of Division of Behavioral Health's annual agreement with Regional Drug Initiative.**

**BOARD BRIEFING**

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

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

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

**REGULAR MEETING**

Date Requested: Next available date

Amount of Time Needed: Consent

DEPARTMENT: Community and Family Services

DIVISION: Behavioral Health

CONTACT: Lorenzo Poe/ Floyd Martinez

TELEPHONE: 248-3691

BLDG/ROOM: B166/7th

PERSON(S) MAKING PRESENTATION: Lorenzo Poe/ Floyd Martinez

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE**

**Ratification of Division of Behavioral Health's annual agreement with Regional Drug Initiative.**

8/6/99 ORIGINALS to ESTHER THORAKES-MONSTANEZ

**SIGNATURES REQUIRED:**

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

OR

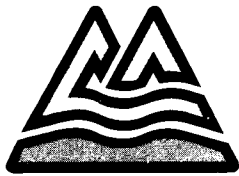
DEPARTMENT MANAGER: \_\_\_\_\_

Lorenzo Poe ms

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 21 PM 1:01  
MULTNOMAH COUNTY  
OREGON

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES  
421 SW SIXTH AVENUE, SUITE 700  
PORTLAND, OREGON 97204-1618  
PHONE (503) 248-3691  
FAX (503) 248-3379  
TDD (503) 248-3598

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

TO: Board of County Commissioners

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

DATE: July 6, 1999

SUBJECT: FY 1999-2000 Intergovernmental Agreement with Regional Drug Initiative

- I. **Recommendation/Action Requested:** The Department of Community and Family Services recommends approval of the attached intergovernmental agreement contract with the Regional Drug Initiative for the period of July 1, 1999 through June 30, 2000.
- II. **Analysis:** The Regional Drug Initiative is an intergovernmental agency, which contracts with Multnomah County for personnel and motor pool expense.
- III. **Financial Impact:** The dollar amount of the contract is \$322,498
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The contract seeks to continue an effort with Multnomah County to implement programs and services combat drug abuse in the County.
- VII. **Citizen Participation:** None
- VIII. **Other Government Participation:** N/A

F:\ADMIN\CEU\CONTRACT.00\RDIMEM.DOC

**MULTNOMAH COUNTY CONTRACT APPROVAL FORM**  
(See Administrative Procedure CON-1)

Contract #: 0010655

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached

Amendment #: 0

<b>Class I</b> <input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<b>Class II</b> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<b>Class III</b> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b>          AGENDA # <u>C-2</u> DATE <u>7/29/99</u>  <u>DEB BOGSTAD</u>  <b>BOARD CLERK</b> </div>
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Department: <u>Community and Family Services</u>	Division: <u>Behavioral Health</u>	Date: <u>July 6, 1999</u>
Originator: <u>Gayle Kron</u>	Phone: <u>26392</u>	Bldg/Rm: <u>166/6</u>
Contact: <u>Esther Morales-Montanez</u>	Phone: <u>26223</u>	Bldg/Rm: <u>166/7</u>

Description of Contract **Renewal of Intergovernmental Agreement for personnel services for FY 99/2000.**

RENEWAL: <input checked="" type="checkbox"/>	PREVIOUS CONTRACT NUMBERS: <u>105076 &amp; 9910293</u>
FP/BID: <u>Exempt as Governmental agency</u>	RFP/BID DATE: _____
EXEMPTION #/DATE: _____	EXEMPTION EXPIRATION DATE: _____
CONTRACTOR IS: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> ESB <input type="checkbox"/> QRF <input checked="" type="checkbox"/> N/A <input type="checkbox"/> NONE (Check all boxes that apply)	

Contractor <u>Regional Drug Initiative</u>		Remittance Address _____
Address <u>522 SW 5<sup>th</sup> Suite 1310</u>		(If different) _____
<u>Portland OR 97204</u>		
Phone <u>294-7074</u>	Payment Schedule / Terms	
Employer ID# or SS# _____	<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>Per invoice</u> <input type="checkbox"/> Other	
Effective Date <u>July 1, 1999</u>		
Termination Date <u>June 30, 2000</u>		
Original Contract Amount \$ <u>322,498</u>		
Total Amt. of Previous Amendments \$ _____	<input type="checkbox"/> Requirements \$ See Attached _____	
Amount of Amendment \$ _____		
Total Amount of Agreement \$ <u>322,498</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No	

REQUIRED SIGNATURES

Department Manager <u>Lorenzo Poe</u>	DATE <u>7/13/99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Katie Gayle</u>	DATE <u>7/14/99</u>
County Chair <u>William Allen</u>	DATE <u>7/29/99</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____

LGFS VENDOR CODE 00214						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	010	1666			2102					
02											
03											

An agreement between the Regional Drug Initiative ("RDI") and Multnomah County ("County" or "Contractor") to provide staff assistance to the Regional Drug Initiative.

**RECITALS:**

1. The Regional Drug Initiative, a legal entity formed by intergovernmental Agreement, pursuant to ORS 190.010(5), (RDI) seeks to continue an effort with Multnomah County to implement programs and services to combat drug abuse in Multnomah County.
2. The County (Contractor) seeks to enter into an agreement with RDI to delineate the means by which the County will be reimbursed for personnel and motor pool costs for RDI staff.
3. The period of the contract is from July 1, 1999 through June 30, 2000.

**AGREED:**

**I. Scope of Services**

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

**II. Compensation and Method of Payment**

The County (Contractor) will be compensated by RDI for personnel and motor pool costs incurred. Payment to the County for eligible expenses will be made not more frequently than monthly upon submission of a statement of expenditures from the County. Supporting documentation of actual expenditures must be included in these submissions. Total compensation to the County for the period of July 1, 1999 through June 30, 2000, shall not exceed \$322,498, Personnel costs shall be for the following positions:

Program Administrator	1.00 FTE
Senior Office Assistant	1.00 FTE
Program Development Specialist (3)	3.00 FTE

Estimated motor pool costs are \$800, and bus passes cost \$2237.

Compensation includes County indirect costs for personnel and material and supplies. Attached is a copy of the County's *Indirect Cost Rates and Consolidated Countywide Cost Allocation Plan*.

Indirect costs are \$29,425.

**III. Project Manager**

The **RDI** Project Manager shall be Carol Stone or such other person as shall be designated in writing by the RDI Chair, Charles A. Moose.

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

IV. General Contract Provisions

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

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

- B. **TERMINATION FOR CONVENIENCE.** RDI and Contractor may terminate this Agreement at any time by mutual written agreement. If the Agreement is terminated by RDI as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contract by this Agreement less payments of compensation previously made.
- C. **REMEDIES.** In the event of termination under Section A hereof by RDI due to a breach by the Contractor, then RDI may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the Contractor hereunder plus the remaining unpaid balance of the compensation provided herein, then the Contractor shall pay to RDI the amount of excess.

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

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

- D. **CHANGES.** RDI may, from time to time, request changes in the scope of services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, shall be incorporated in written amendments to this Agreement. Any change that increases the amount of compensation payable to the Contract must be approved by the RDI Task Force.

- E. **MAINTENANCE OF RECORDS.** The Contractor shall maintain records on a current basis to support its billings to RDI. RDI or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the Contractor regarding its billings or its work hereunder. The Contractor shall retain these records for inspection, audit, and copying for three years from the date of completion or termination of this Agreement.
- F. **AUDIT OF PAYMENTS.** RDI, either directly or through a designated representative, may audit the records of the Contractor at any time during the three-year period established by Section E above.

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

- G. **INDEMNIFICATION.** The Contractor shall hold harmless, defend, and indemnify RDI and RDI's officers, agents and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the Agreement. Contractors indemnification obligation is subject to, and within the limits of, the Oregon Tort Claims Act, ORS 30.260 through 30.300.
- H. **LIABILITY INSURANCE.** The Contractor shall maintain public liability and property damage insurance that protects the Contractor and RDI actions, and suits for damage to property or personal injury, including insurance shall provide coverage for not less than \$100,000 for personal injury to each person, \$50,000 for each occurrence involving property damages; or a single limit policy of not less than \$50,000 covering all claims per occurrence. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insured RDI and its officers, agents, and employees. The insurance shall provide that it shall not terminate or be canceled without 30 days' written notice first being given to RDI Project Manager. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy has been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of this Agreement.

The Contractor shall maintain on file with RDI a certificate of insurance certifying the coverage required under this section. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by RDI.

In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- I. **WORKER'S COMPENSATION INSURANCE.** The Contractor shall obtain workers' compensation insurance coverage for all of its workers, employees and subcontractors either as a carrier-insured employer or a self-insured employer, as provided by Chapter 656 of the Oregon Revised Statutes, before this Agreement is executed. A certification of

insurance, or copy thereof, shall be attached to this Agreement, and shall be incorporated herein and made a term and part of this Agreement. The Contractor further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

In the event the Contractor's workers' compensation insurance coverage expires during the term of this Agreement, the Contractor agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and the Contractor agrees to provide RDI such further certification of worker's compensation insurance as renewals of said insurance occur. In lieu of filing the certificate of insurance required herein, Contractor shall furnish a declaration that Contractor is self-insured for public liability and property damage for a minimum of the amounts set forth in 30.270.

- J. **SUBCONTRACTING AND ASSIGNMENT.** The Contractor shall not subcontract its work under this Agreement, in whole or in part, without the written approval of RDI. The Contractor shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contractor as specified in this Agreement. Notwithstanding RDI approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and RDI shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation. The Contractor shall not assign this Agreement in whole or in part or any right or obligation hereunder, without prior written approval of RDI.
  
- K. **INDEPENDENT CONTRACTOR STATUS.** The Contractor is engaged as an independent contractor and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder.  
  
The Contractor and its subcontractors and employees are not employees of RDI and are not eligible for any benefits through RDI, including without limitation federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
  
- L. **REPORTING REQUIREMENTS.** No RDI officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct, or indirect in this Agreement or the proceeds thereof.
  
- M. No RDI officer or employees who participate in the award of this Agreement shall be employed by the Contractor during the period of the Agreement.
  
- N. **CONTRACT ADMINISTRATION.** The Contractor will comply with the provisions of the OMB Circular A-128, particularly regarding cash depositories, program income, standards for financial management systems, property management, procurement standards and audit requirement. The Contractor is required to submit two copies of their audit in conformance with A-128 no later than 30 days after its completion.

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

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

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

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

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

V. Period of Agreement

This agreement shall be in effect for the period starting July 1, 1999 and ending June 30, 2000..

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

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

**REGIONAL DRUG INITIATIVE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief Charles A. Moose, Ph.D.  
RDI Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Trachtenberg  
RDI Vice Chair

**MULTNOMAH COUNTY, OREGON:**

By: Lorenzo Poe, Jr. Date: 7/13/99  
Lorenzo T. Poe, Jr.  
Director, Children and Family Services Department

By: Beverly Stein Date: July 29, 1999  
Beverly Stein  
Multnomah County Chair

**REVIEWED:**

Thomas Sponsler  
County Counsel for Multnomah County, Oregon

By: Katie Gaetjens Date: 7/21/99  
Katie Gaetjens, Asst. County Counsel

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-2 DATE 7/29/99  
DEB BOGSTAD  
**BOARD CLERK**

MEETING DATE: JUL 29 1999

AGENDA NO: C-3  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Cancellation of Defaulted Land Sales Contract

BOARD BRIEFING: Date Requested: \_\_\_\_\_  
Requested by: \_\_\_\_\_  
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: Consent Calendar

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Request cancellation of Land Sales Contract 15777 to LORI R JACOBS.

Cancellation Order and Copy of Default Notice attached

*260199 copies to tax title*

RECEIVED  
COUNTY COMMISSIONER'S OFFICE  
99 JUL 21 PM 12:42  
MULTI-COUNTY  
OREGON

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL: \_\_\_\_\_  
OR  
DEPARTMENT MANAGER: *Michael E. Nicholas*

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 99-156

Cancelling Land Sale Contract 15777 with LORI R JACOBS and upon Default of Payments and Performance of Covenants

The Multnomah County Board of Commissioners Finds:

- a) Contract purchaser, LORI R JACOBS and , by contract dated January 31, 1995, book 95 and Page 24123, agreed to purchase from Multnomah County upon terms and conditions provided therein, the following tax foreclosed property:
- b) The purchaser is now in default of the terms of contract in that purchaser  
Failed to make monthly payments of \$169.55 since October 26, 1998 for a total of \$1,525.95.  
Failed to make monthly escrow payments of \$209.00 since October 26, 1998 for a total of \$1,881.00.  
Failed to pay delinquent taxes for tax years 97/98 & 98/99 for a total of \$2,592.41.  
Failed to present proof of homeowners insurance as required per contract.
- c) ORS 275.220 provides that upon default, the Board may cancel the contract:
- d) The County sent notice to contract purchaser and other interested parties of this cancellation consistent with ORS 93.915.

The Multnomah County board of Commissioner Resolves:

1. That the subject contract be and is declared CANCELLED.
2. That the Multnomah County Tax Collector remove the above property from taxation and cancel all unpaid taxes in accordance with the provisions of ORS 275.240.
3. That the MULTNOMAH COUNTY SHERIFF serve a certified copy of this order and a return of service be made upon such copy of the order to:

LORI R JACOBS, 31535 SE BLUFF RD, GRESHAM OR 97080

Adopted this 29th day of July, 1999.



REVIEWED:

Thomas Sponsler, County Counsel  
for Multnomah County, Oregon

By

Matthew O. Ryan, Assistant County Counsel

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

By   
Beverly Steir, Chair

MEETING DATE: JUL 29 1999

AGENDA NO: C-4  
9:30

(Above Space for Board Clerk's Use Only)

**AGENDA PLACEMENT FORM**

SUBJECT: Amendment to renew an IGA between Multnomah County Department of Community Justice and Portland School District #1

BOARD BRIEFING

DATE REQUESTED: \_\_\_\_\_

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

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

REGULAR MEETING:

DATE REQUESTED: July 1999

AMOUNT OF TIME REQUESTED: 3 minutes

DEPARTMENT: Department of Community Justice DIVISION: Juvenile Justice

CONTACT: Debbie Persen TELEPHONE #: 248-3202

BLDG/ROOM#: 311

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

*Amendment to renew intergovernmental agreement #700788 between the Department of Community Justice (Juvenile Justice Division) and Portland School District #1 to fund three staff positions connected with the Family Resource Centers. The Centers provide needed services to youth and their families in the Grant/Madison and Marshall school attendance areas.*

*8/6/99 originals to Debbie Persen*

SIGNATURES REQUIRED:

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

DEPARTMENT MANAGER: EClawson/MS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 16 PM 3:14  
MULTNOMAH COUNTY  
OREGON



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE  
JUVENILE COMMUNITY JUSTICE  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460  
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Elyse Clawson, Director *EC/MS*  
Department of Juvenile and Adult Community Justice  
DATE: July 7, 1999  
SUBJECT: Approval of an amendment to renew an Intergovernmental Agreement between the Department of Community Justice and Portland School District #1 for support of the Family Resource/Caring Community staff positions.

### I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of an amendment to renew an Intergovernmental Agreement between the Department and Portland School District #1 (PPS) to provide funding in support of three staff positions connected to the Family Resource Centers serving the Grant/Madison and Marshall school attendance areas.

### II. BACKGROUND/ANALYSIS:

In an effort to support youth and their families who reside in the Grant/Madison and Marshall school attendance areas, the Department is contributing funds in support of three Portland Public School staff who will be working directly with the Whitaker and Marshall Family Resource Centers. The staff positions funded are:

- 1.0 FTE Marshall Family Resource Center Liaison
- 0.5 FTE Whitaker Family Resource Center Liaison
- 0.5 FTE Grant/Madison Caring Community Coordinator

Family Resource Centers' staff work with youth who are referred to the program who are undergoing problems at school such as persistent truancy, behavioral difficulties, suspension, expulsion, etc., or are experiencing personal difficulties such as health-related problems, mental health needs, abuse, etc. The objective is to connect youth and their family members to the services and resources available within the Family Resource Centers or to refer them to appropriate community or local agencies that can treat or address the problems and issues the youth/family may be experiencing.

III. FINANCIAL IMPACT:

The Department will contribute up to \$155,854 during the fiscal year July 1, 1999 through June 30, 2000 in support of three Family Resource Center staff positions. The source of funding is from County General Funds. These funds have been targeted and budgeted specifically for early intervention programs such as PPS's Family Resource Centers.

IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

The Family Resource Centers link directly to the County's benchmark of increasing high school completion. This is accomplished by providing youth and their families with the needed services and resources that will enable youth to maintain their attendance in school and to complete their education.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department of Juvenile and Adult Community Justice staff will continue working closely with Portland Public Schools' staff to support the successful operation of the Family Resource Centers.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Contract #: **700788**  
Amendment #: **1**

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>                      AGENDA # <u>C-4</u> DATE <u>7/29/99</u>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: Juvenile and Adult and Community Justice Division: \_\_\_\_\_ Date: 7/8/98  
 Originator: Joanne Fuller Phone: 306-5599 Bldg/Rm: 311/DJACJ  
 Contact: Debbie Persen Phone: 248-3202 Bldg/Rm: 311/DJACJ

**Description of Contract:** *This amendment to renew the Intergovernmental Agreement between the Department and PPS will allow the continuation of funding in support of three Family Resource Center staff positions. The Centers' staff work directly with youth and their families to connect them with the needed services and resources available at the Centers and/or in the community. Youth targeted and referred to the Centers are those who are experiencing difficulty in school and/or at home.*

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

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

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

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

<b>Contractor</b> <u>Portland School District #1/GrantsAccounting Dept</u> <b>Address</b> <u>P.O. Box 3107</u> <u>Portland, OR 97208</u> <b>Phone</b> <u>(503) 916-5840 (Betsy Cole)</u> <b>Employer ID# or SS#</b> <u>93-6000830</u> <b>Effective Date</b> <u>July 1, 1999</u> <b>Termination Date</b> <u>June 30, 2000</u> <b>Original Contract Amount \$</b> <u>151,757</u> <b>Total Amt of Previous Amendments \$</b> _____ <b>Amount of Amendment \$</b> <u>155,854</u> <b>Total Amount of Agreement \$</b> <u>307,611</u>	<b>Remittance address</b> _____ <i>(If different)</i> <b>Payment Schedule / Terms</b> <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Quarterly <u>Cost Reimbursement</u> <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ <b>Encumber</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
---	---

**REQUIRED SIGNATURES:**

Department Manager <u>E Clawson/MS</u>	DATE <u>7-12-99</u>
Purchasing Manager _____	DATE _____
County Counsel <u>Patricia W. H...</u>	DATE <u>7/16/99</u>
County Chair <u>[Signature]</u>	DATE <u>July 29, 1999</u>
Sheriff _____	DATE _____
Contract Administration _____	DATE _____
<i>(Class I, Class II Contracts only)</i>	

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	100	022	2745				6060			\$155,854	
02											
03											

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

**MULTNOMAH COUNTY  
INTERGOVERNMENTAL AGREEMENT AMENDMENT  
(Renewal of Contract)**

**CONTRACT NO. 700788 Amendment No. 1**

This is an amendment to Multnomah County Contract No. 700788 effective July 1, 1999 between Multnomah County Department of Community Justice, hereinafter referred to as DCJ, and Portland School District #1, hereinafter referred to as PPS.

The parties agree:

1. Contract No. 700788 shall be extended for an additional period commencing July 1, 1999 and ending June 30, 2000.
2. The following changes are made to Contract No. 700788 in the following sections of the agreement:
  - a) All references to DJACJ are changed to DCJ.
  - b) Section II, **Program Responsibilities**, paragraph C, first paragraph, third sentence: This position will be housed at ~~Madison High School~~ the Glenhaven site and will be supervised by the Assistant Director of Student Services.
  - c) Section III, **Compensation**, first paragraph, first sentence: DJACJ agrees to pay PPS up to and not to exceed ~~\$151,757~~ 155,854 for performance of those services as described herein.
  - d) Section III, **Compensation**: The tables in this section describing PPS's personnel and non-personnel expenditures are revised to reflect expenditures for fiscal year July 1, 1999 through June 30, 2000. The tables are amended to read as follows:

**Expenditures for Fiscal Period July 1, 1999 through June 30, 2000**

**Marshall Family Resource Liaison**

<b>Personnel</b>	
Salary (1.0 FTE)	\$59,898
Fringe (22.81%)	\$13,663
Health Welfare	\$5,940
<b>Total Personnel</b>	<b>\$79,501</b>
<b>Non-Personnel</b>	
Office/project supplies	\$1,867
<b>Total Non-Personnel</b>	<b>\$1,867</b>

**Sub-Total (Marshall Family Resource Liaison)      \$81,368**

**Whitaker Family Resource Liaison**

<b>Personnel</b>	
Salary (0.5 FTE)	\$29,949
Fringe (22.81%)	\$6,831
Health Welfare	\$2,970
<b>Total Personnel</b>	<b>\$39,750</b>
<b>Non-Personnel</b>	
Office/project supplies	\$934
<b>Total Non-Personnel</b>	<b>\$934</b>

**Sub-Total (Whitaker Family Resource Liaison)      \$40,684**

**Grant/Madison Caring Community Coordinator**

Personnel	
Salary (0.5 FTE)	\$17,188
Fringe (22.81%)	\$3,921
Health Welfare	\$2,970
<b>Total Personnel</b>	<b>\$24,079</b>
Non-Personnel	
Office/Project Supplies	\$933
<b>Total Non-Personnel</b>	<b>\$933</b>

**Sub-Total (Grant/Madison Caring Community Coordinator) \$25,012**

**Total Expenditures = \$147,064+ Indirect Service Cost (5.977%) \$8,790 = \$155,854**

- e) Section IV, **Monitoring and Assessment**, first paragraph, third sentence: The creation of a process for identifying, monitoring and evaluating performance outcomes will be jointly developed by DJACJ and PPS staff and will be implemented in the Fall, ~~4998~~ 1999.
3. The maximum total payment for the **renewal period**, including expenses, shall not exceed **\$155,854**.
4. All other terms and conditions of the contract shall remain the same

**I have read this Contract Amendment. I understand the Contract Amendment and agree to be bound by its terms.**

**PORTLAND SCHOOL DISTRICT NO. 1**

**MULTNOMAH COUNTY, OREGON**

BY: \_\_\_\_\_  
Lynn Ward, Deputy Clerk

By   
Beverly Stein, Chair  
Board of County Commissioners

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

Date: July 29, 1999

**DEPARTMENT OF COMMUNITY JUSTICE**

By:   
Elyse Clawson, Director

Date: 7-12-99

Reviewed:  
THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY

 7/16/99  
Assistant County Counsel Date

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS**  
AGENDA # C-4 DATE 7/29/99  
DEB BOGSTAD  
**BOARD CLERK**

MEETING DATE: JUL 29 1999  
AGENDA NO.: C-5  
ESTIMATED START TIME: 9:30

(Above space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Intergovernmental Agreement with the Oregon Health Division

BOARD BRIEFING Date Requested: \_\_\_\_\_

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

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

REGULAR MEETING Date Requested: \_\_\_\_\_

Amount of Time Needed: 5 minutes or less

DEPARTMENT: Health DIVISION: Planning and Development

CONTACT: \* Wendy Rankin TELEPHONE #: x26221

BLDG/ROOM #: 160/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

**ACTION REQUESTED:**

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

**SUGGESTED AGENDA TITLE:**

Renewal of Intergovernmental Agreement #0010344 with Oregon Health Division Center for Disease Prevention and Epidemiology for grant research services required by the Health Department's Tobacco Prevention Program.

8/6/99 originals to Marianne Metzger

**SIGNATURES REQUIRED:**

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

Or

DEPARTMENT MANAGER: [Signature]

**ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES**

Any Questions: Call the Board Clerk at 248-3277

99 JUL 10 PM 3:14  
JUL 10 1999  
MULTICOUNTY  
OREGON



# MULTNOMAH COUNTY OREGON



HEALTH DEPARTMENT  
BUSINESS SERVICES DIVISION  
426 SW STARK, 7TH FLOOR  
PORTLAND, OREGON 97204-2394  
(503) 248-3056  
FAX (503) 248-3015  
TDD (503) 248-3816

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

**Date:** July 7, 1999  
**To:** Board of County Commissioners  
**Via:** Gary Oxman, M.D., Acting Director, Health Department  
**From:** Denise Chuckovich, Director, Office of Planning and Development  
**Subject:** Contract #0010344 with Oregon Health Division for research services for the Tobacco Prevention Evaluation grant

---

### HONOR CULTURE, CELEBRATE DIVERSITY AND INSPIRE QUALITY

---

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #0010344 with Oregon Health Division the period July 1, 1999, through June 30, 2000.
- II. Background/Analysis: This agreement has been renewed annually since 1989. The Oregon Health Division will continue to assume responsibility for the required research and evaluation components of the Health Department's various grants.
- III. Financial Impact: The County will pay the Oregon Health Division a maximum of \$59,757. This agreement is fully funded by the grant for which the services are required.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

## METZGER Marianne E

---

**From:** CHUCKOVICH Denise E  
**Sent:** Wednesday, July 07, 1999 3:05 PM  
**To:** METZGER Marianne E  
**Subject:** RE: Approval of Contract #0010344 with Oregon Health Division for grant research services for Tobacco Prevention Program

Approved. D. Chuckovich

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

**From:** METZGER Marianne E  
**Sent:** Wednesday, July 07, 1999 2:53 PM  
**To:** CHUCKOVICH Denise E  
**Cc:** FRONK Tom R  
**Subject:** Approval of Contract #0010344 with Oregon Health Division for grant research services for Tobacco Prevention Program  
**Importance:** High

Please reply with your approval so I have documentation for Gary Oxman. Thanks.

Marianne Metzger, ext. 22607

MEMO:

- I. Recommendation/Action Requested: The Health Department recommends Board ratification of Contract #0010344 with Oregon Health Division the period July 1, 1999, through June 30, 2000.
- II. Background/Analysis: This agreement has been renewed annually since 1989. The Oregon Health Division will continue to assume responsibility for the required research and evaluation components of the Health Department's various grants.
- III. Financial Impact: The County will pay the Oregon Health Division a maximum of \$59,757. This agreement is fully funded by the grant for which the services are required.
- IV. Legal Issues: None
- V. Controversial Issues: None
- VI. Link to Current County Policies: Continuing to collaborate with community agencies in the provision of health care.
- VII. Citizen Participation: None
- VIII. Other Government Participation: None

CONTRACT:

1. TERM  
This Agreement shall become effective when fully executed retroactive to July 1, 1999, and shall expire June 30, 2000, unless sooner terminated under the provisions hereof.
2. SERVICES  
STATE's Program Design and Evaluation Services Unit will provide the following services under this Agreement:
  - A. Assume responsibility for all required research components related to COUNTY's tobacco

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedure CON-1)

Pre-approved Contract Boilerplate (with County Counsel signature) ☒ Attached ☐ Not Attached Contract #: 0010344  
Amendment #: \_\_\_\_\_

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption) <input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <input type="checkbox"/> Architectural & Engineering not to exceed \$10,000 (for tracking purposes only)	<input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)	<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input checked="" type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <div style="text-align: center;"> <b>APPROVED MULTNOMAH COUNTY</b>  <b>BOARD OF COMMISSIONERS</b>  <b>AGENDA # C-5 DATE 7/29/99</b>  <b>DEB BOGSTAD</b>  <b>BOARD CLERK</b> </div>

Department: Health Department Division: Planning and Development Date: 05/29/99  
 Originator: Wendy Rankin Phone: x26221 Bldg/Rm: 160/6  
 Contact: Marianne Metzger Phone: x26207 Bldg/Rm: 160/7

Description of Contract:

Provide research services required by the Health Department's Tobacco Prevention Program grant.

RENEWAL: ☒ PREVIOUS CONTRACT NO(S): 104152, 104062, 201323, 201244, 201705, 200986, 200897, 201168, 9910469  
 RFP/BID: \_\_\_\_\_ RFP/BID DATE: \_\_\_\_\_  
 EXEMPTION NO/DATE: \_\_\_\_\_ EXEMPTION EXPIRATION DATE: \_\_\_\_\_ ORS/AR #: \_\_\_\_\_  
 CONTRACTOR IS: ☐ MBE ☐ WBE ☐ ESB ☐ QRF ☒ N/A ☐ NONE (Check all boxes that apply)

Contractor <u>Oregon Health Division</u> <u>Center for Disease Prevention &amp; Epidemiology</u> Address <u>800 NE Oregon Street #21, Suite 730</u> <u>Portland, Oregon 97232</u>  Phone <u>731-4434</u> Employer ID# or SS# <u>93-6001752</u> Effective Date <u>July 1, 1999</u> Termination Date <u>June 30, 2000</u> Original Contract Amount \$ <u>59,757</u> Total Amt of Previous Amendments \$ <u>n/a</u> Amount of Amendment \$ <u>n/a</u> Total Amount of Agreement \$ <u>59,757</u>	Mike Stark, Program Design Evaluation Services Niki Pope, Business Manager; Haiou He, ext 541 Remittance address _____ (If different) _____  Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input checked="" type="checkbox"/> Other \$ <u>(quarterly invoice)</u> <input type="checkbox"/> Other  <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

REQUIRED SIGNATURES:

Department Manager [Signature] DATE 7/15/99

Purchasing Manager [Signature] DATE \_\_\_\_\_

(Class II Contracts Only) County Counsel [Signature] DATE 7/16/99

County Chair [Signature] DATE July 29, 1999

Sheriff [Signature] DATE \_\_\_\_\_

Contract Administration \_\_\_\_\_ DATE \_\_\_\_\_

(Class I, Class II Contracts only)

LGFS VENDOR CODE GV1342A						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	015	0053			6060		0433	Evaluation		
02											
03											

**INTERGOVERNMENTAL AGREEMENT  
FOR TOBACCO PREVENTION PROGRAM EVALUATION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT is between MULTNOMAH COUNTY, acting by and through its Health Department, hereafter "COUNTY" and THE STATE OF OREGON, acting by and through its Health Division, hereafter "STATE."

WITNESSETH:

WHEREAS, COUNTY is in receipt of a grant from the Oregon Health Division for tobacco prevention services for the period July 1, 1999, through June 30, 2000; and

WHEREAS, COUNTY requires research services for this grant which STATE is capable of providing, under the terms and conditions hereinafter described; and

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

NOW THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. TERM

This Agreement shall become effective when fully executed retroactive to July 1, 1999, and shall expire June 30, 2000, unless sooner terminated under the provisions hereof.

2. SERVICES

STATE's Program Design and Evaluation Services Unit will provide the following services under this Agreement:

- A. Assume responsibility for all required research components related to COUNTY's tobacco prevention grant (hereafter "the Grant") from the Oregon Health Division (hereafter "the Grantor")
- B. Provide technical assistance in the area of research design to COUNTY's program staff.
- C. Serve as a consultant regarding the implementation and evaluation of new interventions.
- D. Provide regular reports to COUNTY outlining information required by COUNTY for ongoing quality assurance and process evaluation.
- E. Assist in the compilation of all progress reports required by the Grantor.
- F. Represent COUNTY, at COUNTY's direction, in all negotiations with the Grantor which involve the research components of the Grant.
- G. Transmit to the Grantor (or their designee) in a timely manner all data collected by COUNTY or STATE for this Grant.
- H. Assist in the development of continuation grant applications.
- I. Comply with all special terms and conditions of the Grant as outlined by the Grantor.

3. COMPENSATION

A. COUNTY agrees to pay STATE a maximum of \$59,757 for the performance of those services provided hereunder, which payment shall be subject to the following terms:

- 1) Payment shall be based on the budget attached to this Agreement as Exhibit A, incorporated herein by reference.
- 2) COUNTY shall reimburse STATE quarterly upon receipt of a quarterly expenditure report. Reports shall be submitted to:

Wendy Rankin, Manager  
Tobacco Prevention Program  
Multnomah County Health Department  
426 SW Stark Street, 6th Floor  
Portland, OR 97204

- B. COUNTY certifies that sufficient funds are available and authorized to finance the costs of this Agreement through the fiscal year ending June 30, 2000. In the event that funds cease to be available to COUNTY in the amounts anticipated during the remainder of the fiscal year, or in the event that sufficient funds are not approved and authorized in the next fiscal year, either COUNTY or STATE may terminate the Agreement or the parties by mutual agreement may reduce Agreement funding accordingly. COUNTY will notify STATE as soon it receives notification from funding source. Reduction or termination will not affect payment for expenses incurred prior to the effective date of such action.
- C. STATE shall submit all invoices for services provided under this Agreement within 45 days after the end of the Agreement period. COUNTY shall not be responsible for payment of invoices submitted more than 45 days after the end of the Agreement period.

**INTERGOVERNMENTAL AGREEMENT  
STANDARD CONDITIONS**

1. INDEPENDENT CONTRACTOR STATUS

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

2. INDEMNIFICATION

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

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

3. WORKERS' COMPENSATION INSURANCE

STATE 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.

4. TAXPAYER IDENTIFICATION NUMBER

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

5. SUBCONTRACTS AND ASSIGNMENT

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

6. RECORD CONFIDENTIALITY

COUNTY and STATE agree to keep all client records confidential in accordance with state and federal statutes and rules governing confidentiality.

7. ACCESS TO RECORDS

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

8. ADHERENCE TO LAW

- A. STATE shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations and policies concerning workers' compensation, and minimum and prevailing wage requirements.
- B. STATE shall not unlawfully discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges or employment, nor shall any person be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity because of such individual's race, color, religion, sex, national origin, age or handicap. In that regard, STATE must comply with all applicable provisions of Executive Order Number 11246 as amended by Executive Order Number 11375 of the President of the United States dated September 24, 1965, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)) and Section 504 of the Rehabilitation Act of 1973 as implemented by 45 CFR 84.4 and the Americans with Disabilities Act of 1990, Public Law Number 101-336 and all enacting regulations of the EEOC and Department of Justice. STATE will also comply with all applicable rules, regulations and orders of the Secretary of Labor concerning equal opportunity in employment and the provision of ORS Chapter 659.

9. MODIFICATION

- A. In the event that COUNTY's Agreement obligation is amended by a federal- or state-initiated change, COUNTY shall amend this Agreement through written notification of changes sent to STATE by mail. STATE shall return to COUNTY within twenty (20) working days a signed acknowledgment of receipt of COUNTY's notification document.
- B. Any other amendments to the provisions of this Agreement, whether initiated by COUNTY or STATE, shall be reduced to writing and signed by both parties.

10. WAIVER OF DEFAULT

Waiver of a default shall not be deemed to be a waiver of any subsequent default. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the provisions of this Agreement

11. EARLY TERMINATION

- A. Violation of any of the rules, procedures, attachments, or conditions of this Agreement may, at the option of either party, be cause for termination of the Agreement and, unless and until corrected, of funding support by COUNTY and services by STATE, or be cause for placing conditions on said funding and/or service, which may include withholding of funds. Waiver by either party of any violation of this Agreement shall not prevent said party from invoking the remedies of this paragraph for any succeeding violations of this Agreement.
- B. This Agreement may be terminated by either party by sixty (60) days prior written notice to the other party, delivered by certified mail or in person.
- C. COUNTY may terminate this Agreement immediately, effective upon delivery of written notice to STATE by certified mail or in person, under any of the following conditions:
  - 1) Upon denial, revocation, suspension or non-renewal of any license or certificate required by law or regulation to be held by STATE to provide a service under this Agreement.

- 2) If STATE fails to begin services on the date specified in this Agreement, or if STATE fails to continue to provide service for the entire Agreement period.
- 3) If COUNTY has evidence that STATE has endangered or is endangering the health and safety of clients/residents, staff, or the public.
- D. If the Agreement is terminated under this paragraph, COUNTY shall pay STATE only for services provided in accordance with the Agreement through the day of termination.
- E. Termination under any provision of this paragraph shall not affect any right, obligation or liability of STATE or COUNTY which accrued prior to such termination.

12. NOTICE OF LITIGATION

Each party shall give the other immediate notice in writing of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.

13. OREGON LAW AND FORUM

This Agreement shall be construed and governed according to the laws of the State of Oregon.

14. INTEGRATION

This Agreement contains the entire Agreement between the parties pertaining to its subject matter and supersedes all prior written or oral discussions or agreements.

15. CERTIFICATION REGARDING LOBBYING

- A. STATE certifies, to the best of STATE's knowledge and belief, that no federally appropriated funds have been paid or will be paid, by or on behalf of STATE, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federally 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 Agreement, STATE shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

16. OMB CIRCULAR A-128

If STATE is a sub-recipient of federal funds passed through COUNTY, STATE shall submit to COUNTY an annual federal compliance audit in conformity with OMB Circular A-128 and the federal Single Audit Act of 1984.

IN WITNESS WHEREOF, the parties have caused this Agreement, including the Standard Conditions and any attachments incorporated herein, to be executed by their duly authorized officers.

STATE OF OREGON

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
93-6001752  
Contractor's Federal Tax ID Number

MULTNOMAH COUNTY

By Beverly Stein

Beverly Stein, Multnomah County Chair  
Date July 29, 1999

By Gary Oxman

Gary Oxman, M.D., Acting Director  
Health Department  
Date 7.15.99

By Wendy Rankin

Wendy Rankin, Program Manager  
Date July 9 1999

REVIEWED:

Thomas Sponsler, County Counsel for  
Multnomah County, Oregon

By Katie Gaetjens

Katie Gaetjens, Assistant County Counsel  
Date 7/16/99

APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # C-5 DATE 7/29/99  
DEB BOGSTAD  
BOARD CLERK

**EXHIBIT A**  
**Oregon Health Division**  
**Budget for Research Services**  
**Tobacco Prevention Program Evaluation**  
**July 1, 1999 - June 30, 2000**

<b>Personnel</b>	
Research Analyst - 1.0 FTE	\$35,819
Fringe Benefits	\$13,404
<b>Subtotal:</b>	<b>\$49,223</b>
<b>Training</b>	<b>\$1,100</b>
<b>Contractual Services</b>	<b>\$1,800</b>
Transcription work for focus group study	
<b>Materials &amp; Services</b>	
Supplies (supplies, duplicating, etc. \$105/month/FTE)	\$1,260
Mapinfo software	\$1,325
Rent @ \$1.04/sq ft/FTE/month x 150 sq ft	\$1,872
Telephone/FAX/Long Distance @ \$85/month/FTE	\$1,020
State Government Service Charges (not included in indirect)	\$444
Intra-Agency ISS Charge	\$1,121
<b>Subtotal:</b>	<b>\$7,042</b>
<b>Total Direct Costs</b>	<b>\$59,165</b>
<b>Indirect Costs (1%)</b>	<b>\$592</b>
<b>Total Budget</b>	<b>\$59,757</b>

MEETING DATE: JUL 29 1999  
AGENDA NO: R-2  
ESTIMATED START TIME: 9:30

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement between the Department of Community Justice and the State of Oregon Department of Corrections

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 29, 1999  
AMOUNT OF TIME NEEDED: 3 minutes

DEPARTMENT: Department of Community Justice

DIVISION: Adult Community Justice

CONTACT: Tichenor McBride

TELEPHONE #: 248-3653

BLDG/ROOM #: 311 / DCJ

PERSON(S) MAKING PRESENTATION: Michael Haines (phone: 248-3456)

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Intergovernmental Agreement Number 9910883 between the Department of Community Justice and the State of Oregon Department of Corrections in support of a rotational job assignment to assist in the continued development of a statewide offender tracking system.

8/6/99 ORIGINALS TO Tichenor McBride  
SIGNATURES REQUIRED:

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

(OR)

DEPARTMENT MANAGER: E. Clawson/mjf

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 13 PM 1:15  
MULTI-JURISDICTIONAL  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# MULTNOMAH COUNTY OREGON

DEPARTMENT OF JUVENILE AND ADULT COMMUNITY JUSTICE  
JUVENILE COMMUNITY JUSTICE  
1401 N.E. 68TH  
PORTLAND, OREGON 97213  
(503) 248-3460  
TDD 248-3561

BOARD OF COUNTY COMMISSIONERS  
BEVERLY STEIN • CHAIR OF THE BOARD  
DIANE LINN • DISTRICT 1 COMMISSIONER  
SERENA CRUZ • DISTRICT 2 COMMISSIONER  
LISA NAITO • DISTRICT 3 COMMISSIONER  
SHARRON KELLEY • DISTRICT 4 COMMISSIONER

## MEMORANDUM

TO: Board of County Commissioners  
FROM: Elyse Clawson, Director *ECW*  
Department of Community Justice  
DATE: July 16, 1999  
SUBJECT: Approval of an Intergovernmental Agreement between the Department of Community Justice and the State of Oregon Department of Corrections for a temporary rotational position.

### I. RECOMMENDATION/ACTION REQUESTED:

The Department of Community Justice (DCJ) recommends the Board's approval of Intergovernmental Agreement Number (IGA) number 991083 between DCJ and the State of Oregon Department of Corrections (ODOC) to temporarily transfer a DCJ Parole and Probation Officer to the Field Automation Support Team (FAST), a technology assistance team. The Department of Corrections will reimburse DCJ for the employee's salary and benefits during the length of this IGA.

### II. BACKGROUND/ANALYSIS:

The FAST unit works directly with the Corrections Information System (CIS) that all Oregon counties use to track offender information. The Department of Corrections wants a staff person from each county to work collaboratively on the Team on a rotational basis. This is mutually beneficial to both parties. In this instance, ODOC was particularly in need of a Parole/Probation Officer's perspective and input. Multnomah County benefits by having DCJ representation on the project, by increasing the technological and professional skills of a DCJ employee at no cost to the County, and by having an in-house expert on the technology at the end of his or her participation on this project.

### III. FINANCIAL IMPACT

There is no negative financial impact to Multnomah County. The Department of Corrections will reimburse DCJ for the employee's salary and benefits while on this rotational assignment.

### IV. LEGAL ISSUES:

N/A

V. CONTROVERSIAL ISSUES:

N/A

VI. LINK TO CURRENT COUNTY POLICIES:

This Agreement links to Multnomah County's policies of staying current with the latest technology and of working collaboratively with our partners in the Criminal Justice System.

VII. CITIZEN PARTICIPATION:

N/A

VIII. OTHER GOVERNMENTAL PARTICIPATION:

The Department of Community Corrections' other collaborative relationships with the Oregon Department of Corrections will contribute to the success of this endeavor.

# MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) ☐ Attached ☒ Not Attached

Contract #: 9910883

Amendment #:

<p style="text-align: center;"><b>CLASS I</b></p> <p><input type="checkbox"/> Professional Services not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Revenue not to exceed \$50,000 (and not awarded by RFP or Exemption)</p> <p><input type="checkbox"/> Intergovernmental Agreement (IGA) not to exceed \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p><input type="checkbox"/> Architectural &amp; Engineering not to exceed \$10,000 (for tracking purposes only)</p>	<p style="text-align: center;"><b>CLASS II</b></p> <p><input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount)</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 that exceeds \$50,000 or awarded by RFP or Exemption (regardless of amount)</p>	<p style="text-align: center;"><b>CLASS III</b></p> <p><input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000</p> <p style="margin-left: 20px;"><input type="checkbox"/> Expenditure</p> <p style="margin-left: 20px;"><input type="checkbox"/> Revenue</p> <p style="text-align: center;"><b>APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS</b></p> <p><b>AGENDA #</b> R-2 <b>DATE</b> 7/29/99</p> <p style="text-align: center;"><b>DEB BOGSTAD</b></p> <hr/> <p style="text-align: center;"><b>BOARD CLERK</b></p>
--	--	--

Department: Community Justice

Division: Adult Community Justice

Date: June 3, 1999

Originator: Michael Haines

Phone: 248-3456

Bldg/Rm: 161 / 6th

Contact: Tichenor McBride

Phone: 248-3653

Bldg/Rm: 311

Description of Contract: This Interdepartmental Agreement facilitates the temporary job rotation assignment of a Department of Community Justice Parole / Probation Officer to the State Department of Corrections' Field Automation Support Team (FAST).

RENEWAL: ☐ PREVIOUS CONTRACT #(S): N/A

RFP/BID: N/A RFP/BID DATE: N/A

EXEMPTION #/DATE: N/A EXEMPTION EXPIRATION DATE: N/A ORS/AR #: N/A

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

Contractor <u>State of Oregon Department of Corrections</u>		Remittance address _____	
Address <u>2575 Center Street, NE</u>		(If different) _____	
Salem, Oregon 97301 - 0470			
Phone <u>(503) 945-9055 Barbara Moore - Lewis</u>	Payment Schedule / Terms		
Employer ID# or SS# _____	<input type="checkbox"/> Lump Sum \$ _____	<input type="checkbox"/> Due on Receipt	
Effective Date <u>June 7, 1999</u>	<input type="checkbox"/> Monthly \$ _____	<input type="checkbox"/> Net 30	
Termination Date <u>June 30, 2000</u>	<input checked="" type="checkbox"/> Other \$ <u>As invoiced</u>	<input checked="" type="checkbox"/> Other	
Original Contract Amount \$ <u>Up to \$64,000</u>	<input type="checkbox"/> Requirements Not to Exceed \$ _____		
Total Amt of Previous Amendments \$ <u>N/A</u>	Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of Amendment \$ <u>N/A</u>			
Total Amount of Agreement \$ <u>Up to \$64,000</u>			

**REQUIRED SIGNATURES:**

Department Manager

*E. Clauson*

DATE 7-15-99

Purchasing Manager

DATE \_\_\_\_\_

(Class II Contracts Only)

County Counsel

*W. H. H.*

DATE 7/19/99

County Chair

DATE July 29, 1999

Sheriff

DATE \_\_\_\_\_

Contract Administration

(Class I, Class II Contracts only)

DATE \_\_\_\_\_

LGFS VENDOR CODE						DEPT REFERENCE					
LINE #	FUND	AGENCY	ORG	SUB ORG	ACTIVITY	OBJ/ REV	SUB OBJ	REP CAT	LGFS DESCRIPTION	AMOUNT	INC DEC
01	156	022	2242			2411				2,800	
02	156	022	2242			2411				61,200	
03											

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

**INTERGOVERNMENTAL AGREEMENT**  
**Number 9910883**

This is an Agreement between the Oregon Department of Corrections (Contractor) and Multnomah County (County), pursuant to authority granted in ORS Chapter 190.

**PURPOSE:**

The purpose of this Intergovernmental Agreement (IGA) is to allow for the temporary rotational position assignment of a Department of Community Justice (DCJ) employee to the Oregon Department of Corrections (ODOC) Field Automation Support Team (FAST) to perform the functions defined in Exhibit A, "Position Description."

The parties agree as follows:

1. **TERM.** The term of this agreement shall be from June 7, 1999 to June 30, 2000.
2. **RESPONSIBILITIES OF THE CONTRACTOR.** The Contractor agrees to be responsible for the DCJ employee's salary and benefits while he or she is performing the duties of this rotational position assignment. The County will continue to directly pay the employee and will submit monthly invoices to the Contractor for reimbursement of the salary and benefits. This shall include travel expense from employee's official work station assignment, with reimbursement in accordance with County travel rules. The County shall submit monthly invoices to the Contractor to Cost Center Number 14902900. The total reimbursement under this IGA will not exceed \$64,000.00.
3. **RESPONSIBILITIES OF COUNTY.** The County agrees to ensure that the employee on this rotational position assignment begins the assignment on the agreed upon date. If the County employee can not remain in the position for the length of this Agreement, the County will cooperate with the Contractor to select another DCJ employee or to mutually terminate this agreement.
4. **TERMINATION.** This agreement may be terminated by either party upon 30 days written notice.
5. **INDEMNIFICATION.** Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall indemnify, defend and hold harmless the Contractor from and against all liability, loss and costs arising out of or resulting from the acts of County, its officers, employees and agents in the performance of this agreement. Subject to the conditions and limitations of the Oregon Constitution and the monetary limits of the Oregon Tort Claims Act, ORS 30.260 through 30.300 the Contractor shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of the County, its officers, employees and agents in the performance of this agreement.
6. **INSURANCE.** The Contractor agrees to reimburse the County for Workers Compensation coverage for the County employee on this temporary rotational job assignment. The County's invoice to the Contractor will include the Workers Compensation premium. Neither party shall be required to provide or show proof of any other insurance coverage.
7. **ADHERENCE TO LAW.** Each party shall comply with all federal, state and local laws and ordinances applicable to this agreement.

8. **NON-DISCRIMINATION.** Each party shall comply with all requirements of federal and state civil rights and rehabilitation statutes and local non-discrimination ordinances.
9. **ACCESS TO RECORDS.** Each party shall have access to the books, documents and other records of the other which are related to this agreement for the purpose of examination, copying and audit, unless otherwise limited by law.
10. **SUBCONTRACTS AND ASSIGNMENT.** Neither party will subcontract or assign any part of this agreement without the written consent of the other party.
11. **THIS IS THE ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
12. **ADDITIONAL TERMS AND CONDITIONS:**
  - a. The County employee will be provided a copy of the "Position Description", Exhibit A, and will be expected to perform the duties and responsibilities described therein.
  - b. The County employee will retain his or her Police/Fire designation as established within the County.
  - c. The County employee will not change status in regard to the DCJ seniority list and remains in his or her permanent classification. He or she will be granted any salary adjustment or, based upon performance, any increases for which he or she is eligible.
  - d. The County employee will remain eligible for promotional opportunities in the County.
  - e. The County employee's official workstation shall be in Salem, Oregon and he or she shall not be reimbursed for travel between his or her place of residence and the official work station.
  - f. The Contractor will be responsible for managing the County employee's work schedule.
  - g. The Contractor will be responsible for reimbursing the County for any overtime hours incurred by the County employee that is directly related to the activities of this rotation assignment.
  - h. For the time period the County employee is in this rotation assignment, he or she will receive a 6.8 per cent pay increase.

**MULTNOMAH COUNTY, OREGON**

By Elclauson/MS  
Director of the Department of Community Justice

7-15-99  
Date

By [Signature]  
County Chair or Designee

July 29, 1999  
Date

Reviewed:

By Patent W. Henry Fox  
Tom Sponsler, County Counsel

7/19/99  
Date

**OREGON DEPARTMENT OF CORRECTIONS**

By [Signature]  
Dave Cook, Director

7/13/99  
Date

By Scott Taylor  
Scott Taylor, Asst. Director, Comm. Corrections

7/13/99  
Date

**APPROVED MULTNOMAH COUNTY  
BOARD OF COMMISSIONERS  
AGENDA # R-2 DATE 7/29/99  
DEB BOGSTAD  
**BOARD CLERK****

## EXHIBIT A

### FAST Team Duties

#### Customer Service

Requires a high level of expertise in all modules of CIS and knowledge of Community Corrections business rules. Highly complex.

User calls and e-mails: Respond to questions on how to use CIS modules, business rule and policy as it relates to data entry, and offer suggestions for:

- Structured Sanctions and Sanction Tracking
- Release Plans
- Warrants
- Morrissey
- TX Module
- Caseload
- Admitting, releasing, and moving offenders
- Sentence structure and calculation
- EPR and LEDS
- Reports
- Fee System
- Option 20 Documents

Technical Maintenance of CIS:  
Fixes requested by users

Code Tables:

Sanctions:

- Maintain SRF grid

Treatment Module:

- Coordinate revisions by counties, training, HB 2232, coordinate service requests between field and ISSD
- Coordinate directory on the web page with ISSD

Offender Movements:

- Sanction movement module table. Maintain ISSD Movement table
- Added CORT, changing housing types for SB 1145 movements to reflect IMMI and ESCA, matching movement codes to SRF codes.

Fee System:

- Fee module tables
- Receipt printer profiles
- Billing statements

Testing:

- New and revised programs
  - Help Desk Software
  - DOC DSS
- Provide menus, business areas, and authorities for Y2K, test menus
  - Identify broken programs, problems and solutions, test fixes

Service Requests: Review, prioritize, create, and track Community Corrections service requests and PCMs,

Matching Business Rules to CIS:

- Develop policy, create and write documentation: Examples are LC detainers and supervision fee system

LEDS: Provide technical support and training for LEDS reps/users

OJIN: Coordinate allocation of profiles, examine policy issues.

Profiles:

- Create Office Vision access, menus, authorities, business groups, and processes for field staff.
- Create and maintain test profiles for training purposes.

PSI Transfers: Transferring of PSIs to DOC400 for field offices unable to do so due to technical problems.

Queries: Special reports for counties.

PCMs: User problems forwarded from the Help Desk.

Administrative/Coordination:

ISIS Police: Determine inappropriate use of CIS.

Agreements for System Use: Intergovernmental Agreements with non-Community Corrections locations. Creation of menus and staff authorities.

- County Jails
- DPSST Hook Up

Coordinate Data Requests from Counties: Requests for reports/queries from counties.

Training:

Summer Tour: Training tour of all county field offices

- Preparation time
- Travel time

Change or develop VCR Tutorial: On-line tutorials of CIS programs

Write documentation on CIS modules: Screen print instructional manuals.

User Requested Training: Requests for off-site training on specific modules/issues. Travel involved.

PPS/HO Issues: Technical and training support for Hearings Officers.

SUN Group: Provide training and support for the Super User Group.

Team Cross Training:

Attend Training: Approved training provided off-site. Travel involved.

## Projects

PPS Start Time/Revocation Time: Change of how PPS time starts when released to misdemeanor detainer or other incarcerative time. Also the addition of revocation time onto the total sentence length.

On-Line PPS Orders: Ability to view and print Board created PPS orders from CIS.

Incarceration Plan: Develop access manual for field staff, and work with institution staff on the field's participation in the plan.

Open CIS: Application allowing counties to view DOC data and their own data base information in the same screen.

DOC DSS: DOC Decision Support System software allowing counties to run their own special reports.

SUN (Super User Network): Network of volunteer field staff to do data fixes for Community Corrections offices.

E-Mail/Outlook Project: Coordinate and inform counties of current status/availability of e-mail project.

Statewide JMS: Remain up to date on current status.

Help Text: Creating on-line "help" in all CIS programs

PSI Project: Coordinate county and institution staff, and participate in workgroup that is tasked with the rewrite of the PSI system. This may be a model for entry, storage, and retrieval of documents in CIS.

Sentence Calculation Project: Participate in workgroup tasked with the rewrite of the current sentence calculator. Coordinate Community Corrections subgroup.

Reports Project: Coordinate and participate in workgroup tasked with evaluating existing Community Corrections reports, analyzing logic, and completing a manual for use. Currently on hold.

Historical Documentation: Documentation of policy and business rule changes. Currently on hold.

Screen Print Documentation: Create screen print manuals for all modules in CIS. Currently on hold.

Meetings/Committees/Workgroups:

SOON: Statewide Office Operations Network. Community Corrections support staff user group. Meets monthly. Involves travel.

FAUG: Field Automation Users Group. Community Corrections PO user group. Meets bi-monthly. Involves travel.

Automation Security Workgroup: Reviews inmate access to CIS and other security issues. Meets bi-monthly.

Super User Network: Workgroup receiving ongoing training. Meets quarterly.

CISS: Operations, User Support, and Help Desk staff meeting. Meets monthly.

LEDS Convention: 3 day annual conference. Involves travel.

FAST: Team meetings. Meets 1 hour weekly and one 4 hour meeting monthly.

Development: Service request, PCM, and new development status meeting. Meets weekly.

CCB Staff Meetings: Meets weekly.

Outlook Users Group: Meets monthly.

Fee Users Group: Community Corrections supervision fee users group. Meets quarterly.

Office Manual: Workgroup working on updating Community Corrections' Office Procedure Manual. Meets every 3 to 6 months and assigns sections to members.

BOPPPS Advisory Committee: Technical reference for Community Corrections.

Hearings Officer Group: Semi-Annual meeting.

DPSST Curriculum Committee: Meets as needed.

Training Advisory Committee: Meets as needed.

MEETING DATE: JUL 29 1999  
AGENDA #: R-3  
ESTIMATED START TIME: 9:33

(Above Space for Board Clerk's Use ONLY)

**AGENDA PLACEMENT FORM**

SUBJECT: Ratification of 1998-01 County-Deputy Sheriffs Association Labor Agreement

BOARD BRIEFING: DATE REQUESTED: N/A  
REQUESTED BY: N/A  
AMOUNT OF TIME NEEDED: N/A

REGULAR MEETING: DATE REQUESTED: July 29, 1999  
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: Support Services DIVISION: Labor Relations  
CONTACT: David Rhys TELEPHONE #: 248-5135, ext. 22168  
BLDG/ROOM #: 106/1400

PERSON(S) MAKING PRESENTATION: David Rhys

**ACTION REQUESTED:**

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

**SUGGESTED AGENDA TITLE:**

Ratification of 1998-01 collective bargaining agreement between Multnomah County and the Multnomah County Deputy Sheriffs Association.

*7/29/99 originals to David Rhys*

**SIGNATURES REQUIRED:**

ELECTED OFFICIAL:  
(OR)  
DEPARTMENT  
MANAGER:

*Vickie S. Galt*

CLERK OF  
COUNTY COMMISSIONERS  
99 JUL 19 PM 4:00  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES  
Any Questions? Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

**TO:** Board of County Commissioners  
Sheriff Dan Noelle

**FROM:** Darrell Murray, Labor Relations Manager, D.S.S.

**DATE:** July 22, 1999

**RE:** Ratification of 1998-2001 County-Multnomah County Deputy Sheriffs Association (MCDSA) Collective Bargaining Agreement

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1. **Recommendation/Action Requested:** Ratify the tentative 1998-01 County-MCDSA Collective Bargaining Agreement.
2. **Background/Analysis:** The tentative 1998-01 County-MCDSA collective bargaining agreement is the result of over a year of negotiations. The main substantive changes from the pre-existing agreement are as follows:
  - **Article 7, Holidays:** The previous agreement required payoff of unused holidays if the employee asked for and was denied use of a personal holiday. The Sheriff could opt to allow the carryover of up to three holidays based on budgetary considerations. The new agreement eliminates payoff for unused holidays and allows carryover of up to four personal holidays at the employee's discretion. This is capped, however, to prevent taking of more than four personal holidays from a prior year in any current fiscal year. All others remaining holidays at the end of the fiscal year will be forfeited.
  - **Article 8, Vacation Leave:** Beginning on or about July 1, 1999, employees with between fifteen and nineteen years of service will accrue five weeks of vacation per year rather than four.

In section B of this article, the procedure for scheduling vacation has been clarified. Each unit will conduct its own sign up, with times selected annually within class based on seniority. The amount of time that an employee can sign up for using seniority, including vacation, holidays and compensatory time off, is limited to the amount of the employee's annual vacation accrual.

**Article 9, Sick Leave:** The definition of "immediate family" for bereavement purposes is amended to include domestic partners and the partner's family relationships paralleling those in a traditional family structure.

**Article 10, Other Leaves:** Tuition may be advanced rather than reimbursed in certain circumstances. This incorporates the terms of a preexisting Memorandum of Understanding.

- **Article 11, Health and Welfare:** This article has been amended to implement a joint labor-management committee that will manage the medical and dental insurance plans in the context of a limitation on increases in employer contributions that takes effect July 1, 1999. Drug and alcohol testing policy and procedures have also been updated.
- **Article 16, Compensation:** The bargaining unit will be placed back on PERS pick up within 60 days of contract signing.

Employees will receive a 3.3% increase retroactive to July 1, 1998. The July 1, 1999 increase will be 2.69% reflecting a 0.31% offset for excess insurance premiums. Sergeants will receive an additional 3% increase to relieve compression with the Corrections Sergeant classification. The bargaining unit will also receive a 3% increase on July 1, 2000, minus any offsets for excess insurance premium costs.

The pre-existing longevity pay provision granted a 2.5% premium at 14 years of service. The new agreement will provide an additional 1% (3.5% total) at 20 years.

Effective July 1, 2000 a new shift differential provision is added, providing a 3% premium for evening shift and 4% for night shift.

Preexisting premium pay provisions governing canine unit, coaching and first responder assignments are incorporated into the text of the agreement. These were previously adopted as free standing contract amendments or were referenced without details in the prior labor agreement. The first responder premium is expanded to encompass certified employees assigned as school resource officers in Barlow and Corbett High Schools, both outside the urban growth boundary that defines the area of assured rapid emergency response.

A new provision clarifies the manner in which premiums are calculated to prevent excessive compounding. This is consistent with current payroll practices.

A new provision is included to permit recovery of overpayments made in error. The amount and schedule for recovery must be fair in light of all relevant circumstances. This remedies a deficiency that surfaced during the life of the last agreement.

A minor dispute arose during the life of the last agreement over the calculation of termination checks, and whether premium pay rates should be included. The parties resolved this by agreeing that, subject to the limits on stacking of

premiums, an employee's payoff at termination would include in the base rate premium rates earned during the pay period of termination and the immediately preceding pay period.

- **Article 17, Voluntary Achievement Pay Program:** This article has been redesigned for the first time in twenty-three years. The two most significant changes are:

- Reduction in training and community service requirements required to maintain incentive pay eligibility.
- Addition of a personal fitness program alternative to the annual fitness test.

Multnomah County is almost alone nationally in requiring substantial off-duty efforts to receive top pay rates. This posed major difficulties for the Association and was a point of extended discussion at the table. The new plan moderates this market differential by placing all off-duty training, education and community service requirements at the top of three incentive levels, and by reducing the preexisting requirement by half. However, even at the reduced level (25 hours per year), this represents time that if spent on law enforcement activities would equate to roughly 1.1% of pay. Other jurisdictions generally do not require such effort to achieve top pay.

Another feature of the preexisting plan virtually unique to Multnomah County was the requirement that Deputies pass an annual fitness test. This was originally intended to promote a physically fit work force. Unfortunately, as the work force aged it became apparent that it was instead generating a "cram" behavior that elevated the risk of Deputies actually harming themselves to maintain their incentive pay. Although in some cases Deputies maintain a high level of fitness, this was far from universally the case.

The new agreement contains an alternative to the fitness test. Instead of trying to pass a fitness test, potentially putting themselves at risk, employees not up to the fitness test wishing to obtain or maintain incentive pay will be required to develop a fitness program approved by a fitness consultant. They will then be required to make progress toward pre-established measures of physical fitness that are intended to reflect the level of fitness necessary to pass the fitness test. The participation of deputies on these programs and their progress toward the benchmarks will be monitored throughout the year. Employees who stop making progress for two consecutive calendar quarters will lose their incentive pay until they re-qualify.

A fit law enforcement workforce benefits both employees, the County and the public. However, a program designed to produce such a workforce must also properly articulate the meaning of "fit" in a diverse work force. The new agreement represents the product of much collaborative discussion related to that

central question. The resulting program is unique nationally, to the best of my knowledge. Standards are from the Cooper Institute and the YMCA, and reflect nationally normative measures. The parties will evaluate program effectiveness over the next few years with an eye toward necessary adjustments.

- **Article 19, Discipline and Discharge:** The distinction between letters setting forth standards of expected conduct and actual disciplinary letters has been clarified. Reference to "letters of requirement" are eliminated, as this was a source of confusion over whether such letters did or did not imply discipline. They did not, but the new reference to "letters of expectation" should make this clearer.

Preexisting language required that an employee who was under arrest or likely to be placed under arrest as a result of questioning would be informed of all constitutional rights prior to questioning. This has been relocated to the Internal Investigations section to make clear that this notice obligation does not apply to questioning conducted, for example, by an MCSO agent performing a criminal investigation in a law enforcement (rather than administrative) capacity. Language regarding polygraphs has also been relocated to the internal investigation section of the contract.

Purging of prior disciplinary actions from employee files will be hereafter governed by standards similar to those set out in the Local 88 general employee agreement, except that actions responding to certain critical types of conduct (e.g. prohibited harassment, dishonesty, excessive force, etc.) will not be subject to removal from an employee's file regardless of document date.

- **Article 24, Termination:** The contract is for three years ending June 30, 2001.
3. **Financial Impact:** On-going costs and savings arising out of this agreement are very roughly as follows, assuming no change in staffing levels over 7/1/98, and taking into account changed PERS contribution rates:

<u>Item</u>	<u>FY 98-99</u>	<u>FY 99-00</u>	<u>FY 00-01</u>
Base Wage	\$160,380	\$150,611	\$155,129
Sergeants	N/A	\$ 29,160	\$ 875
PERS Pick-Up	N/A	(\$ 22,711)	N/A
Shift Differential	\$0	\$0	\$ 50,000
Longevity	N/A	\$ 7,200	N/A*
Vacation	N/A	\$ 11,040	N/A*
Incentive Admin.	N/A	\$ 18,000**	
Rollup Costs	\$28,066	\$ 31,209	\$ 31,801
Health Ins.	\$65,725	\$ 13,618***	\$ 14,027
TOTALS	\$254,171	\$238,127	\$251,832

Base wage rates assume no offset for excess premium increases. Any offset will reduce rollup costs.

\*Estimated cost of longevity and vacation assume that all employees affected by this benefit are affected immediately upon implementation of the benefits. This may overlook one or two for each benefit that will qualify only in the third year of the contract.

\*\*This figure represents a middle of the road estimate of actual cost for providing a fitness consultant to develop and monitor progress on individual fitness programs.

\*\*\* Insurance costs for the 2<sup>nd</sup> and 3<sup>rd</sup> years of the agreement reflect 3% increases in employer contributions each year. These will increase if premiums in excess of this amount exceed 0.75% of bargaining unit base.

4. **Legal Issues:** None.
5. **Controversial Issues:** None.
6. **Link to Current County Policies:** This agreement is consistent with and supportive of the County's dual objectives of improving quality of services while ensuring that the County remains an excellent place to work.
7. **Citizen Participation:** N/A.
8. **Other Government Participation:** N/A.

1998-01

A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

And The

MULTNOMAH COUNTY DEPUTY SHERIFFS

ASSOCIATION

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ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, the Sheriff of Multnomah County, Oregon, hereinafter referred to as the Sheriff, and the Multnomah County Deputy Sheriffs Association, hereinafter referred to as the Association. The County, the Sheriff, and the Association recognize that the effectiveness of the Multnomah County Sheriff's Office depends upon the professionalism of individual officers. The parties pledge through this Agreement to strive for ever-improved services to the public of Multnomah County.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other conditions of employment.

The parties agree as follows:

## ARTICLE 2

### RECOGNITION

The County recognizes the Association as the sole and exclusive bargaining agent for all non-supervisory employee members of the bargaining unit (defined hereinafter) for the purpose of establishing wages, hours, and other conditions of employment. The bargaining unit shall be defined as including all non-supervisory sworn employees of the Sheriff's Office defined by Civil Service as Deputy Sheriff/Public Safety Officers, Scientific Investigators and Sergeants; and specifically excluding, Lieutenants and the Sheriff, and any other employees of the equivalent rank of Lieutenant or higher. The positions covered by this Agreement are listed in Addendum A attached hereto and made a part hereof.

### ARTICLE 3

#### MANAGEMENT RIGHTS

The County shall retain the exclusive right to exercise the customary functions of management including, but not limited to, directing the activities of the Sheriff's Office, determining the levels of service and methods of operation including subcontracting (except duties determined by the Sheriff to require performance by sworn law enforcement officers) and the introduction of new equipment; the right to hire, layoff, transfer and promote; to discipline or discharge for cause, to determine work schedules and assign work and any other such rights not specifically referred to in this Agreement. Management rights, except where abridged by specific provisions of this Agreement or general law, are not subject to the grievance procedure.

## ARTICLE 4

### ASSOCIATION SECURITY

Employees shall have the right to self-organize, to form, join, or assist labor organizations or to refrain therefrom, to bargain collectively through representatives of their own choosing, to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection. There shall be no discrimination exercised against any employee covered by this Agreement because of his/her membership or Association activities.

## ARTICLE 5

### CHECK OFF AND SERVICE FEE

A. The County agrees to deduct once each month from the pay of employees covered by this Agreement as applicable:

1. The Association membership dues and regular assessments of those Association members who individually request such deductions in writing;

2. A monthly service fee, in lieu-of-dues and regular assessments, from any employee who is a member of the bargaining unit and who has not joined the Association within thirty (30) days of becoming an employee. This service fee shall be segregated by the Association and used on a pro-rata basis solely to defray the cost of its services in negotiating and administering this contract.

B. The Association expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the monthly service fee (Section A.1. above) to a non-religious charity mutually agreed upon by the employee making such payment and the Association, or in lieu thereof, the employee shall request that such monthly service fee payments not be deducted and shall make such payment to a charity as heretofore stated and shall furnish written proof to the Association and the County, when requested, that this has been done.

C. The Association expressly agrees that no funds derived from the monthly service fees shall be expended for political purposes by the Association.

The amounts to be deducted shall be certified to the County by the Treasurer of the Association, and the aggregate deductions of all employees shall be

remitted, together with an itemized statement, to the Treasurer of the Association by the first day of the succeeding month after such deductions are made. Any change in the amounts to be deducted requires thirty (30) days advance notice from the Treasurer to the County.

The amount of the monthly service fee shall be set at the amount of dues generally deducted, less any present or future service or benefit not enjoyed by non-Association members of the bargaining unit.

D. The County agrees to furnish the Association each month a listing of all new employees covered by this Agreement hired during the month, and of all employees covered by this Agreement who terminated during the month. Such listing shall contain the names of the employees, along with their job classifications, work locations and home addresses.

E. The Association agrees that it will indemnify, defend and hold the County harmless from all suits, actions, proceedings or claims against the County or persons acting on behalf of the County, whether for damages, compensation, reinstatement or any combination thereof, involving the application of this Article. In the event that any forum decides that any part of this Article is invalid and/or that reimbursement of the monthly service fee to non-members must be made to employees affected, the Association shall be solely responsible for such reimbursement.

## ARTICLE 6

### NO STRIKE AND NO LOCKOUT

No employee covered by this Agreement shall engage in any work stoppage, slowdown, or strike at any County facility or at any location where County services are performed during the life and duration of this Agreement. If any such work stoppage, slowdown, or strike take place, the Association will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, or strike is in violation of this contract and unauthorized, and otherwise use all reasonable efforts and means to prevent a continued violation of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not refuse to cross any picket line established by any labor organization. Any employee engaging in any activity in violation of this Article shall be subject to immediate disciplinary action, including discharge, by the County.

There will be no lockout of employees in the unit by the County as a consequence of any dispute arising during the life and duration of this Agreement.

## ARTICLE 7

### HOLIDAYS

A. Holidays and Holiday Pay. Any day the President and/or Governor of Oregon declares a holiday for all public and private sector employees shall be recognized and observed as a paid holiday. In lieu of any other specific, recognized or observed holidays, each employee shall be credited with eleven (11) personal holidays per year at the commencement of each fiscal year, and the employee shall receive one (1) day's pay at the straight time rate for each of the holidays selected on which he performs no work. It is recognized that one of these personal holidays is in memory of the contributions of Martin Luther King to the people of the United States. An employee hired subsequent to July 1 of a fiscal year shall be credited with 7.3 hours of personal holiday time for each full month remaining in the fiscal year.

If any employee is scheduled to work New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day and still has remaining personal holidays, such work day may be designated as a personal holiday and worked at the holiday overtime rate of two and one-half (2-1/2) times the regular rate.

The Sheriff may, upon ten (10) days notice, however, declare New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day to be a holiday for all or certain non-patrol personnel.

B. Taking of Holidays. Employees shall be allowed to use the personal holidays consecutively and/or in conjunction with regularly scheduled vacations. Consistent with the needs of the Sheriff's Office, as reasonably determined by the Sheriff or his designee(s), an employee shall be granted a personal holiday upon fifteen (15) days' notice or upon mutual agreement. Upon demand by the employee

or the Association, the Sheriff's Office will provide in writing the reason(s) for any denial of such request within three (3) working days.

C. Unused Holidays. Personal holidays do not accrue on the same basis as vacations. Personal holidays which have not been used by June 30 of the fiscal year shall be forfeited except that the employee may carry over into the next fiscal year up to four (4) unused personal holidays. However, in no event may an employee's beginning holiday balance exceed fifteen (15) personal holidays as of July 1 of a fiscal year, including holidays carried over from the preceding fiscal year.

In no event shall an employee be paid for unused personal holidays at the time of termination.

D. Employees who are assigned to units which observe court holidays shall be allowed to work in other assignments on the court holiday, provided they have notified the County at least thirty (30) days in advance of their intention to work on the holiday. It shall be the County's responsibility to assign the work, consistent with the employee's normal hours of work.

## ARTICLE 8

### VACATION LEAVE

A. Accrual. Employees shall accrue vacation time in accordance with the following schedule:

1. Less than Five Years - Two Weeks per Year.

Less than 10,440 straight time hours of continuous service, .0385 hours per straight time hour worked, cumulative to two hundred (200) hours.

2. Five Years but less than Ten Years - Three Weeks per Year.

10,440 straight time hours, but less than 20,880 straight time hours of continuous service, .0577 hours per straight time hour worked, cumulative to two hundred forty (240) hours; and shall be entitled to three (3) weeks (i.e., 120 hours) vacation.

3. Ten Years but less than Twenty Years - Four Weeks per Year.

Until the first day of the first payroll period commencing on or after the date this agreement is signed by the parties hereto, 20,880 straight time hours, but less than 41,760 straight time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e., 160 hours) vacation.

4. Twenty Years or More - Five Weeks per Year. Until the first day of the first payroll period commencing on or after the date this agreement is signed by the parties hereto, 41,760 or more straight time hours of continuous service, .0961 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e., 200 hours) vacation.

5. Upon the first day of the first payroll period commencing on or after the date this agreement is signed, subsections 3 and 4 above of this section A shall be replaced with the following language:

"3. Ten Years But Less Than Fifteen Years - Four Weeks Per Year. 20,880 straight time hours, but less than 31,320 straight-time hours of continuous service, .0769 hours per straight time hour worked, cumulative to four hundred (400) hours; and shall be entitled to four (4) weeks (i.e. 160 hours) vacation.

4. Fifteen Years or More – Five Weeks per Year. 31,320 or more straight-time hours of continuous service, .0961 hours per straight-time hour worked, cumulative to four hundred (400) hours; and shall be entitled to five (5) weeks (i.e. 200 hours) vacation.”

For the purposes of this Article, continuous service shall not be terminated by voluntary termination or involuntary termination due to the expiration of a layoff list, but shall be terminated for discharge for cause. Time in continuous service shall exclude any leave of absence without pay which exceeds thirty (30) calendar days and breaks between periods of regular MCSO employment.

B. Vacation Times. Employees shall be permitted to choose either a split or an entire vacation. Vacation sign-up will be in workweek (40 hour) blocks during the first seniority preference sign-up. Vacation times shall be scheduled by the County. Scheduling shall be based primarily on the needs of efficient operations and the availability of vacation relief. Sign up for vacation shall be during or prior to January of each calendar year. Within each unit and shift assignment there shall be an annual sign-up and every employee shall have the right to express his or her preference for vacation time, but vacation time shall be determined on the basis of seniority, within job classification. Each employee will be permitted to exercise his or her right of seniority only at the annual sign up. The right of exercise of seniority will be limited in total for compensatory time off, personal holidays and vacation sign up to the amount of the employee's annual vacation.

C. Termination or Death. After six (6) months of service, upon the termination of an employee for any reason, or in the event of the death of an employee, all accumulated vacation shall be paid either to the employee or his or her heirs, whichever the case may be.

## ARTICLE 9

### SICK LEAVE

A. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each straight time hour worked, to be used in the event of his or her illness or illness of a member of his or her immediate household. Sick leave may be accrued on an unlimited basis.

In cases where the employee is absent in excess of three (3) days, the County may, selectively, without discrimination, request from such employee a physician's statement verifying that the absence was due to illness.

B. Death. In addition to regular sick leave, an employee shall be granted not more than three (3) days leave of absence with payment at the regular rate of pay for working time missed during such three (3) day period in the event of death in the immediate family of the employee. Such leave with pay shall be for the purpose of making household adjustments or to attend funeral services. If such funeral is beyond 500 miles, the employee may be granted up to three (3) additional days with pay at the discretion of the Sheriff for travel and personal considerations.

C. Immediate Family. For purposes of the immediately preceding paragraph only, an employee's immediate family shall be defined as spouse, domestic partner who, with the employee, has executed and filed with the Employee Services Division's Benefits Section a current Affidavit of Domestic Partnership as set forth in Addendum D, parents, children, brother, sister, grandparents, father-in-law, mother-in-law, sister-in-law, or brother-in-law. For purposes of this section, if an employee has a domestic partner as described above, that domestic partner's children shall be treated as children of the employee if, before their death,

the employee legally adopted them or they regularly lived with the employee and domestic partner for at least six (6) months immediately prior to the death as part of a joint familial unit to which the employee regularly contributed financial support and parental guidance. Further, the legally recognized parents and siblings of the domestic partner shall be treated as in-law equivalents of the employee. In the event of death involving relationships other than those set forth above, under exceptional circumstances, a leave of absence may be granted by the Sheriff upon request.

D. Maternity Sick Leave. The use of sick leave during pregnancy shall be limited to those specific times when the employee is disabled from performing her normal duties and shall be governed by Section A of this Article.

E. Parental Sick Leave. The use of sick leave for parental purposes shall be governed by sections A through D of this Article except as provided by ORS 659.360, or by specific action by the Board of County Commissioners that would provide greater benefits, and as would be mutually agreed to by the Parties.

## ARTICLE 10

### OTHER LEAVES

A. Leave of Absence. Leaves of absence without pay for a limited period may be granted for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period. Leaves of absences without pay for educational purposes may be granted under the terms of this Section.

Any employee who has been granted a leave of absence and who for any reason fails to return to work within five (5) days after the expiration of said leave of absence shall be considered as having resigned his position with the County, and his position shall thereupon be declared vacated, except and unless the employee prior to expiration of his leave of absence has made application for and has been granted an extension of said leave or has furnished evidence that he was unable to request an extension of leave by reason of sickness or physical disability.

B. Jury Duty. Employees shall be granted leave with full pay in lieu of jury fees any time they are required to report for jury duty. If an employee is excused or dismissed prior to noon, he shall report for work.

C. Voting Time. Employees shall be granted two (2) hours to vote on any election day if due to shift scheduling they would not be able to vote.

D. Association Business. Employees elected or selected by the Association to do work which takes them from their employment with the County shall, at the written request of the Association, be granted a leave of absence without pay for up to thirty (30) days at the request of the Association.

E. Maternity Leave. Maternity leave without pay shall be governed by Section A of this Article.

F. Tuition Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study taken on the employee's own time which, in the County's judgment, is related to the employee's position and will result in improved performance, subject to the County's budgetary limitations and priorities. Employees shall apply for approval of the request for reimbursement at least five (5) days prior to the proposed enrollment. If approved in writing prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. Training received under the terms of this paragraph may not be used to meet any requirement of the Law Enforcement Professional Incentive Program. In addition, the County may advance the cost of tuition and incidental expenses if, in the County's judgment, such advance is consistent with County financial and operational needs and priorities, and the employee signs an agreement that if he or she does not satisfactorily complete the course, the County will have the right to deduct the amount of the advance from his or her pay or use other means to collect the amount of the advance.

G. Military Service.

1. Leave With Pay. In compliance with State law (ORS 408.290) following six (6) months of employment, any employee may apply for a leave of absence with pay for any period of annual active duty for training as a member of the National Guard, National Guard Reserve or of any reserve component of the Armed Forces of the United States. Such leave with pay and without loss of benefits or accrual of benefits shall not exceed fifteen (15) calendar days in any one (1) calendar year.

2. Leave With Repayment. Employees shall be allowed to attend required military service or training sessions which fall on their regular working

day(s) in lieu of their scheduled shift provided that twenty (20) days' notice is given and they agree to and do work on a scheduled day(s) off in compensation. Such repayment shall be made within thirty (30) calendar days or the equivalent amount of pay shall be deducted from the employee's next paycheck. When an employee fails to comply with this section on two separate occasions during the term of this contract further rights under this Section 2 shall be suspended for twelve (12) months from the date of the second infraction.

3. Leave Without Pay. In compliance with Federal law (38 USC ch. 43, Part III), an employee shall be granted military leave without pay for such days as are not compensated under the provisions of subsections 1 and 2 above. There is no limitation on the number or duration of such leaves. An employee on such leave shall preserve the seniority status, pay, and vacation he or she would have had if he or she had not been absent for such purposes.

## ARTICLE 11

### HEALTH & WELFARE

A. Medical-Hospital. Subject to the terms set out in this section and in section M below, the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents toward the monthly premium for one of the health plans offered by the County, as follows:

- Kaiser - "C" Coverage under the Kaiser Foundation Health Plan of Oregon; or
- The County's self-insured indemnity plan, including vision benefits, in effect when this contract is signed but excluding changes not mandated by law that were approved by the Multnomah County Employee Benefits Board (MCEBB) on April 1, 1999; or
- Any other medical/vision insurance plan approved by the Multnomah County Employee Benefits Board (MCEBB) pursuant to Section M below.
- Any successor medical/vision insurance plan to replace any of the foregoing plans implemented upon approval of the MCEBB pursuant to section M below.

C. Dental Plan. Subject to the terms set out in this section and in section M below, the County agrees to contribute monthly on behalf of each eligible employee and his or her eligible dependents the monthly premium for

- The County's self-insured indemnity plan in effect when this contract is signed or

- Any other dental insurance plan approved by the MCEBB

pursuant to section M below; or

- Any successor to an existing dental insurance plan approved and implemented under the terms of section M below.

C. Health Fund. The County shall maintain an account into which it pays its monthly insurance contributions for medical, dental, vision, and prescription drug benefit plans, and into which any employee share of the monthly cost for such insurance is paid. Premium charges and premium equivalents (defined to encompass claims costs, IBNR and other Health Fund reserves, claims administration costs, stop-loss charges, reinsurance charges, case management and utilization review charges, state insurance fund fees, PPO access charges, and any other costs approved pursuant to section M below) shall be paid from this account. This account shall be known as the "Health Fund." Interest shall accrue on funds in and shall be credited to this account. Payments into and charges against the Health Fund shall be tracked separately for each bargaining unit and for non-represented employees. The County Benefits Manager shall report this information not less than once annually. Members of the MCEBB may request additional reports of this nature at other times if a specific need arises.

D. County Contribution Increases; Distribution of Surpluses and Deficits.

1. For the plan year commencing July 1, 1998, the County shall make monthly contributions to the Health Fund on behalf of each eligible employee sufficient to pay the premium or premium equivalent for the plans in effect on adoption of this agreement and described in sections A and B above, or contribute

the same amount toward modified or substitute plans adopted by the Multnomah County Employee Benefits Board (MCEBB) pursuant to section M below.

2. Subject to the terms of this section D, the County shall increase its contribution toward medical and dental insurance coverage (provided in sections A and B of this article) as follows:

a. Effective July 1, 1999, the County shall increase its contribution for each plan at each plan participation level (i.e. one party, two party and family) by three percent (3%) over its contribution in FY 98-99.

b. Effective July 1, 2000, the County shall increase its contribution, for each plan at each plan participation level by three percent (3%) over its FY 99-00 contribution rates remaining after adjustment for any supplemental wage increase pursuant to D(3) below.

c. Effective July 1 of each fiscal year after FY 2000-01, unless otherwise provided by the successor to this 1998-01 agreement or the long-term agreement referenced in section M(8) below, the County shall increase its contribution, for each plan at each plan participation level, by the percentage increase, if any, in the Portland consumer price index for urban and clerical wage earners (CPI-W) for the twelve month period ending December 31 immediately preceding the applicable July 1, over the preceding year's contribution rate remaining after adjustment for any supplemental wage increase pursuant to section D(3) below. The index used determining contribution increases shall be that which uses the 1982-84 = 100 base.

3. Notwithstanding any other provision of the 1998-01 collective bargaining agreement, effective July 1, 1999 and on July 1 of each subsequent fiscal year, if the increase in premium rates (including premium equivalents) to take effect

July 1 is less than the increase in the County's contribution effective on that date pursuant to section D(2) above, or if the premium rates and premium equivalent rates decrease, the difference shall be paid to employees as a supplemental wage rate increase applied to the applicable base wage rates and ranges for all job classifications in the bargaining unit. Such wage increase shall be applied as a uniform percentage of base wage rates. The supplemental wage rate increase provided by this section shall be paid unless the MCEBB unanimously votes, no later than April 1, preceding the date on which the supplemental wage increase would take effect, to use such funds for other Health Fund purposes as provided in section M below. The percentage supplemental base wage increase shall not exceed three quarters of one percent (0.75%). The amount available for the alternative Health Fund expenditure, in lieu of such wage increase, shall not exceed three quarters of one percent (0.75%) of projected annual bargaining unit wages paid, including base wages, premium pay and overtime. This projection shall be carried out in accordance with section D(5) below. The County shall be entitled to any remaining premium and premium equivalent savings.

4. Notwithstanding any other provision of the 1998-01 collective bargaining agreement, effective July 1, 1999 and on July 1 of each subsequent fiscal year, if the increase in the County's premium contribution pursuant to section D(2) above is insufficient to cover the entire increase in premium (including premium equivalents) that will take effect July 1, as projected pursuant to section D(5) below, employees shall pay the difference by a uniform percentage offset against the base wage rates and ranges of all classifications covered by the bargaining unit. However, effective for premium increases occurring on or after July 1, 2000, in lieu of such offset the Association may elect to have employees on plans that are projected to

experience excess premium increases pay the portion of the excess attributable to increases taking effect on July 1 by automatic monthly payroll deduction. The Association must notify the County's Labor Relations Manager in writing no later than April 1 preceding the effective date of the increase if it wishes to elect the offset in lieu of additional payroll deductions. The wage-offset effective on a July 1 shall not exceed three quarters of one percent (0.75%) uniformly applied across the base wage rates and ranges of all classifications covered by the bargaining unit. If the union elects to have employees pay excess premiums by payroll deduction, in lieu of such wage offset, the increase in payroll deductions shall not exceed an amount projected to equal three quarters of one percent (0.75%) of projected annual bargaining unit wages, calculated as described in D(5)(b) below. Premium increases in excess of the maximum wage offset (or employee contribution increase in lieu of such contribution offset) provided in this section D(4) shall be paid by the County.

5. Other Implementation Calculation Information:

a. The County Budget Manager shall use the distribution of employees by plan and participation level (one party, two party, and family) as of the December 31 preceding the July 1 on which the relevant change is to take effect to project for the fiscal year:

- total expenditure required to cover the entire premium increase;
- total annual increase in employer contributions;
- and,
- the amount of the deficit or surplus in increased employer contributions when measured against the premium increase.

b. The projected annual wage base used to calculate the supplemental wage increase or the maximum amount available for alternative MCEBB expenditures under section D(3) or to calculate the wage offset or maximum increase in employee contribution rates that would be payable by payroll deduction pursuant to section D(4) above shall reflect actual wages paid on the January 15 payday (encompassing earnings in the pay period ending the preceding December 31) immediately preceding the July 1 on which the wage increase is to take effect. The payments included in this base shall include straight time wages (including incentive and longevity), premium pay and overtime pay. Effective for adjustments taking effect July 1, 2000, the total of these payments shall be multiplied by 1.06 to reflect PERS "pick-up." The result shall be multiplied by twenty-four to produce the projected annual wage base.

6. On or before March 20 each year, the County Budget Manager shall certify the following information, as applicable, to the union and Labor Relations Manager:

- The projected annualized amount of any difference between the projected premium increase and the projected increase in employer contributions (reflecting a projected surplus or deficit);
- the projected percentage supplemental wage, if any, pursuant to section D(3) above;
- the projected amount available to the MCEBB to redirect, in lieu of a supplemental wage increase, pursuant to section D(3) above;

- the percentage wage offset, if any, required pursuant to section D(4) above; and
- the increase, if any, in employee contribution rates paid by payroll deduction, by plan and participation level, that would be required if the union elected to increase employee contribution rates, in lieu of a uniform wage offset, pursuant to section D(4) above.

7. The parties acknowledge that, in a fiscal year, a projected employer contribution surplus may develop for one plan while a deficit may develop for another plan. If that occurs and if employees pay any premium increase by payroll deduction, projected premium surpluses or deficits must be separately calculated for each medical and dental plan in which bargaining unit members participate. Thus, if the union does not elect to absorb excess cost increases as a wage offset the entire bargaining unit may experience a wage increase as a result of one plan's experience while members of another plan are paying increased costs by payroll deduction. In such event, employees on the plan experiencing excess premium increases are subject to a contribution increase maximum calculated using a bargaining unit wide base, as described in section D5(b) above.

8. Notwithstanding any other portion of this section D, any wage rate offset required by section D(4) above for fiscal year 1999-00 shall be calculated in a manner that properly credits the Association bargaining unit for its share of savings generated by plan changes heretofore approved in April, 1999, consistent with section M(7) below.

E. Eligibility.

1. Initial Eligibility and Scope. Coverage under Sections A and B of this Article shall include the employee and his or her immediate family (i.e., wife/husband and eligible children) or the employee, his or her domestic partner, and their eligible dependents as provided in (2) below. Eligibility for coverage under Section A commences on the first of the calendar month following the calendar month in which the employee commences work following hire or rehire unless the employee commences work on the first calendar day of the calendar month in which case eligibility for coverage commences at the time the employee commences work. Eligibility under Section B commences on the first of the calendar month following completion of six (6) months of continuous County service following hire or rehire. After initial qualification for coverage, termination and resumption of coverage (toward which the County contributes) shall be governed as follows:

a. Coverage at Termination. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteenth (15th) day of the calendar month in which the employee's County employment terminates, that employee's coverage toward which the County has contributed will lapse at the conclusion of that calendar month. If such work day falls after the fifteenth (15th) day of the calendar month in which the employee's County employment has terminated, coverage toward which the County contributed will lapse at the end of the immediately succeeding calendar month (example: employee A resigns effective July 15. Employee A's coverage

toward which the County has contributed will lapse July 31. Employee B resigns July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

b. Coverage when Going on Unpaid Leave. If the employee's last regularly scheduled work day is worked or spent on sick, vacation, or personal holiday leave and it falls on or before the fifteenth (15th) day of the calendar month in the calendar month in which the employee's authorized leave without pay commences, coverage toward which the County has contributed will lapse at the conclusion of the calendar month in which the leave commences. If such day falls after the fifteenth (15th) day of the calendar month in which such unpaid leave commences, coverage toward which the County has contributed will lapse at the end of the immediately succeeding calendar month. (Example: Employee A's last regularly scheduled work day worked is July 15, and his or her unpaid leave commences July 16. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last regularly scheduled work day worked is July 16 and his or her unpaid leave commences July 17. Employee B's coverage toward which the County has contributed will lapse August 31.)

c. Coverage on Return from Unpaid Leave. If the employee is scheduled to and returns from authorized unpaid leave of absence on or before the fifteenth (15th) day of the calendar month the employee's coverage toward which the County shall make its normal contribution shall be effective on the first day of that calendar month, subject to the limitations of section 125 of the U.S. Internal Revenue Code. If the employee is scheduled to and returns from such leave without pay after the fifteenth (15th) day of the calendar month, the employee's coverage toward which the County contributes will be effective on the first day of

the immediately succeeding calendar month. (Example: employee A's unpaid leave commences July 1 and ends July 15. Employee A's coverage toward which the County contributes does not lapse. Employee B's unpaid leave commences July 1 and ends August 7. Owing to the combination of paragraphs ii. and iii. of this subsection, Employee B's coverage will not lapse. Employee C's unpaid leave commences July 1 and terminates August 16. Employee C's coverage toward which the County contributes lapses July 31 and recommences September 1.)

2. Coverage of Spouses and Domestic Partners. A covered employee may enroll his or her spouse or domestic partner with whom he or she has a domestic partnership and the partner's eligible dependents for coverage under Sections A through C of this Article. A "spouse" is a person to whom the employee is married under Oregon law. A "domestic partner" is a person with whom the employee has a close personal relationship and jointly shares the same permanent residence for at least six (6) months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership with the intent to continue to do so indefinitely. In addition, the employee and the domestic partner must share the following characteristics:

- they are not legally married to anyone
- each is at least eighteen years of age
- they are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- they were mentally competent to contract when the domestic partnership began;
- they are each other's sole domestic partner

- they are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership set forth in Addendum D of this agreement.

As a further precondition of coverage, all employees enrolling for new or changed coverage whether married or with a domestic partner, shall be required to complete, sign, and submit to the Employee Services Division a copy of the affidavit attached hereto as Addendum D. Enrollment times and other procedures for administration of the medical and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees. Employees whose marriage or domestic partnership terminates must complete, sign, and file with the Employee Services Division a copy of the Statement of Termination of Marriage/Domestic Partnership set forth at Addendum E of this Agreement within ninety(90) days of death, divorce, or dissolution of domestic partnership. In addition, employees must remove from coverage a child who has become ineligible because he or she is 23 years old, or for any other reason within ninety (90) days of disqualification. Pursuant to federal HIPAA regulations in effect at the signing of this agreement, employees who fail to remove an ineligible spouse, domestic partner, or child within ninety (90) days will be required to reimburse the County for premiums paid for the time the spouse, partner or child was no longer eligible for coverage.

3. Coverage of Children. Eligible children of the employee or the employee's spouse or domestic partner may be enrolled in the medical and dental insurance plans described in Sections A and B above. "Eligible children" include any biologic or adoptive child under the age of 23 who is a dependent under the federal tax code, a court-appointed ward, or anyone under age 23 for whom the

employee is required by court order to provide coverage. "Eligible children" may also include dependent children over age 23 who are permanently disabled, and the children of eligible children.

4. Default enrollment. New employees who fail to submit timely application for "opt out" benefits under section L below or for enrollment into medical and dental plans described in sections A and B above will be enrolled in the indemnity plans by default. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within fifteen (15) days of receiving notice of his or her default enrollment.

F. Life Insurance. The County agrees to continue providing each employee covered by this Agreement with the existing term life and accidental death and dismemberment insurance in the amount of twenty thousand dollars (\$20,000). Retirees of the Sworn Law Enforcement Officer's Retirement System will be provided with two thousand (\$2,000) term life insurance coverage. Employees shall designate their beneficiaries.

G. Successor Plans. The County may change the above insurance plans subject to the following terms and limitations:

1. If the County chooses to change from a plan which is still available, the County agrees to provide to affected employees a substitute plan of the same service delivery type at substantially the same or better benefit level as assessed by the aggregate value of benefits in the plan.

2. If the County changes from a plan because it is no longer available, the County agrees to provide a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level as assessed by the aggregate value of benefits in the plan. If a plan is discontinued and no substitute

plan is available of the same service delivery type, the employee will be offered the option to enroll in an alternative service delivery plan subject to carrier approval. If such enrollment is delayed, the employee will be reimbursed for each month of missed coverage in the amount of the monthly payment normally made to Kaiser for the missed form of coverage.

H. Retiree Medical Insurance.

1. For purposes of this section, "retiree" refers to a person who retired from the County on or after the original implementation date of this section and, at the time of retirement, occupied a position covered by the Deputy Sheriffs bargaining unit. For purposes of this section, "member" or "members" refers to an active employee(s) who permanently occupies a position(s) covered by the Deputy Sheriffs bargaining unit.

2. The implementation date of this section shall be March 31, 1990; provided, that bargaining unit members who retired on or after July 1, 1989 but before March 31, 1990 shall upon attainment of age 58 or older on or after March 31, 1990 be eligible to receive County-paid benefits as provided in this Section H if the retiree continuously self-paid the premium for his or her County medical insurance plan from the date of retirement until the date of his or her eligibility for County-paid benefits as provided in this section.

3. Except as otherwise provided in this Section, retirees may continue to participate in the County medical plan available to members, but not in other County plans not available to members. Coverage of eligible dependents uniformly terminates when coverage of the retiree terminates, except as otherwise required by applicable state or federal law.

4. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be entitled to choose between the same plans under the same conditions and at the same times as apply to members. Retired employees participating in the members' medical insurance plan shall be subject to the application of any change or elimination of benefits, carrier, administrator or administrative procedure to the same extent and at the same time as are members.

5. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division, Department of General Services) in writing, of any changes in the retiree's current address and of any changes in retiree or dependent eligibility for coverage.

6. The County shall pay one-half (1/2) of the monthly medical insurance premium on behalf of a retiree and his or her eligible dependents from the retiree's fifty-eighth (58th) birthday or date of retirement, whichever is later, until the retiree's sixty-fifth (65th) birthday, death, or eligibility for Medicare, whichever is earlier, if the retiree had:

- a. five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or
- b. ten (10) years of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or
- c. ten (10) years of continuous County service immediately preceding disability retirement regardless of age.

7. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under subsection 6 of this section.

8. Part-time service in a regular budgeted position shall be prorated for purposes of the service requirements set forth in subsection 6 of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

9. In addition to the other requirements of this section, continued medical plan participation or benefit of County contributions is conditioned on the retiree's continuous participation in the members' medical insurance plan from the time of retirement, and upon the retiree's timely payment of the applicable retiree portion (i.e., 50% or 100%, as applicable) of the monthly premium. Failure to continuously participate or make timely and sufficient payment of the applicable retiree portion of the monthly premium shall terminate the retiree's rights under this section. Payments by retirees of their portion of the monthly premiums under this section shall be timely if the retiree has authorized and instructed P.E.R.S. to regularly deduct his or her portion of the premium from his or her pension check and remit that amount to the County's collections agent, or if it is of sufficient amount and received by the County's designated collection agent from the retiree each month no later than thirty (30) days preceding the month for which the resulting coverage will apply. The County shall inform the retiree of the identity and mailing address of the collection agent at the time the retiree signs up for continued post-employment medical insurance coverage, and shall inform the retiree of changes of collection agent not less than forty-five (45) days in advance of the effective date of the change.

10. In the event the state or federal government mandates County participation in and payment, in whole or in part, for any medical insurance or benefits plan which provides retirees with medical benefits or insurance coverage which would constitute a substantially similar substitute for the benefits or coverage

and for substantially the same period as provided in this section, the County may cancel, in whole or in part, the rights and benefits which would otherwise be provided under this section to the categories of retirees or persons covered by the state or federal mandate, by written notice to the Association and retirees affected by the cancellation.

11. In the event County insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional County tax liability shall be directly offset against such payments required under this section. (For example, if the effect on the County of the additional tax is to increase the County's outlays by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to 40% of premium, so that net County costs will remain unchanged.) In such event, upon request by the County, the Association agrees to meet and discuss alternatives which may have greater tax advantage for members and the County.

12. Subject to any limitations imposed by applicable law, if employees contribute toward medical insurance by payroll deduction pursuant to D(4) or N of this agreement, the employer contribution toward eligible retirees' insurance under this article shall be 50% of the contribution it makes for an active employee on the same plan and participation level, rather than 50% of the premium.

I. Long-Term Disability Insurance. The employer shall purchase on behalf of each employee a long-term disability insurance policy. The policy shall provide benefits identical to those provided under the group long-term disability policy 604829 dated September 1, 1988, for Multnomah County issued by Standard Insurance Company; except that the elimination period shall be ninety (90) days.

J.     Prescription Drug Rider/Kaiser. Subject to section N below, the employer shall pay the full cost of a five dollar (\$5) co-pay prescription drug plan for employees participating in the Kaiser Medical Plan.

K.     Medical Spending Account. The County shall be authorized to offer members of the bargaining unit the opportunity to use medical spending accounts as permitted under the Internal Revenue Code to pay eligible unreimbursed medical expenses with pre-tax funds.

L.     Waiver of Coverage. The County may offer employees cash payments in such amounts and on such conditions as it deems proper in exchange for the employee agreeing to waive coverage under the medical or dental plans or both.

M.     Health and Security of Persons and Facilities; Administrative Search Authorized.

1.     To aid the interdiction of illegal drugs, detect and suppress substance abuse, promote the health and safety of MCSO employees, MCSO clientele, and the public, further penal and rehabilitative policy objectives, and ensure confidence of the public and other justice service agencies in the integrity of the MCSO, the Sheriff may promulgate and enforce reasonable work rules related to the possession and use of drugs and alcohol, and design and implement a combined or singular urinalysis-based drug and breathalyzer-based alcohol testing program in which Deputy Sheriffs and Sergeants may be required to participate, subject to the limitations described in this section.

2.     The program described in this section may provide for testing premised on a reasonable suspicion that the employee is under the influence of regulated drugs or alcohol in violation of employer rules at the time the urine sample

is taken. (A "reasonable suspicion" means a belief based on one or more specific articulable facts from which one could reasonably infer that the employee may be under the influence of alcohol, controlled substances, or other drugs.) Further, to the extent permitted by law, the program described in this section may provide for urinalysis based on testing without suspicion or warrant. However, such suspicionless or warrantless tests may only be performed to monitor compliance of the employee with MCSO abstinence requirements for a period of eighteen (18) months after the employee has been identified as having used or possessed regulated substances in a manner prescribed by MCSO rules.

3. The giving of urine a sample as part of the testing program implemented under this section shall be performed by the employee in private in a suitable location designated by the employer.

4. The parties agree that the results of a urinalysis-based test undertaken pursuant to this section without reasons or procedures that would meet constitutional requirements for a search or seizure for purposes of criminal investigation or prosecution may not be used in criminal investigations or prosecutions. However, if the results would evidence possible criminal conduct and simultaneous violation of employer rules, such evidence may be used to establish violation of employer rules even though it cannot be used to investigate or establish criminal conduct with the objective of criminal prosecution for criminal conduct.

5. Prior to implementing a revised testing program pursuant to this section, the Sheriff or his designee shall give the Association specific notice of the contents of such program and of any substantial changes in the program made pursuant to Association comments thereon and before initial implementation.

Thereafter, the Sheriff shall give the Association notice of any substantial revisions

of the plan. The Association shall have thirty (30) days to submit comments to the Sheriff or his designee on the program first proposed, and thereafter ten (10) days to submit comments on any amendments to the program first proposed or program revisions following implementation. The Association may initially raise any challenge to the reasonableness of proposed rules or the constitutionality of any proposed rule or program procedure only at this time. The Sheriff may implement the program or program revision without bargaining after conclusion of the applicable comment period.

6. The employer shall give each present employee and each new hire a copy of the program procedures, related work rules, and of any subsequent revisions and notice that the procedures, rules or revisions may be applied to any Deputy Sheriff or Sergeant.

7. Employees who voluntarily seek and obtain professional help for substance abuse problems, and who thereafter refrain from the violation of employer rules governing the possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of drugs shall not be subject to disciplinary action for the previously undisclosed prohibited possession or use of the regulated substance. However, this does not immunize the employee for discipline related to breaches of required conduct that were incidental to such use, or for conduct for which the employer or any criminal justice agency had independent knowledge prior to the employee's disclosure.

8. Disputes concerning the constitutionality of any rule or procedure designed or implemented pursuant to this section shall not be subject to grievance or binding arbitration. It is the parties' intent that such disputes will be resolved through the court system.

9. Work time used for purposes of assessment, evaluation counseling, and treatment of drug or alcohol dependency shall be charged against accrued and available sick leave until exhausted, then against accrued and available vacation leave until exhausted, next against unused personal holidays until exhausted, and finally against leave without pay if authorized by the employer. This section shall not preclude the employee from using catastrophic leave in accordance with and subject to the terms of the County catastrophic leave ordinance.

10. Only a laboratory certified by the State of Oregon may be used to perform test analysis under the program. However, on or after July 1, 1994 the laboratory which performs such test analysis shall also be certified by SAMSHA. Testing procedures for all employees shall be governed by the same standards as apply to employees whose jobs require a Commercial Drivers License under federal law. These standards include, but are not limited to, those governing sample acquisition, chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

11. The County will contract with a medical doctor trained in toxicology to act as an Medical Review Officer (MRO). He or she will review preliminary positive tests with employees and any relevant health care providers before the results are reported to the County. Based on his or her professional judgment, he or she may change the preliminary positive test result to negative. (NOTE: The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative test result.) In addition, the following safeguards will apply:

i. Test results will be issued by the testing laboratory only to the investigatory or supervisory personnel designated by the

County. The results will be sent by certified mail or hand-delivered to the employee within three (3) work days after receipt of the results by the County.

ii. If the employee disagrees with the results of the drug test, the employee may request, in writing within five (5) days of receipt of the test results, that the sample be re-tested at the employee's expense by the testing laboratory. The results of any such retest will be deemed final and binding and not subject to any further test. Failure to make timely written request for a retest shall be deemed acceptance of the test results. If an employee requests a retest, any disciplinary action shall be stayed pending the results of re-testing.

iii. Test results are medical records, and will be handled in accordance with applicable federal and state law and County Administrative Procedures concerning confidentiality and disclosure of such records.

N. Multnomah County Employees' Benefits Board (MCEBB).  
The MCDSA agrees to participate as a member of the MCEBB jointly with representatives of the County's other bargaining units and its non-represented employees under the provisions below:

1. Membership: Each union or association representing a bargaining unit of County employees shall, upon the effective date of an authorizing provision in their respective collective bargaining agreements, be a member of the MCEBB. In addition, management employees will be deemed a member unit with the same voting privileges as the bargaining unit members.

2. Participation By Employees:

a. An employee representative from the MCDSA bargaining unit may attend meetings during the representative's regularly scheduled work hours without loss of pay.

b. Representatives from other bargaining units may attend per the provisions of their respective collective bargaining agreements.

c. Two employees appointed by the Chair will represent management employees. One (1) will represent exempt employee interests and one (1) shall represent the County's interests as an employer.

d. Other persons will attend as needed on a non-voting basis.

3. Purpose: The purpose of the MCEBB is to:

a. Provide a County-wide forum for education and discussion regarding Health and Welfare Issues;

b. Provide a mechanism for responsibly modifying health and welfare benefits during the term of the Agreement;

c. Provide a mechanism for coherently implementing legally mandated changes to the health and welfare benefits package;

d. Constitute an interim step in a movement to a more formal structure of governance for matters relating to health and welfare benefits;

e. Research the feasibility of legal mechanisms for creating a more formal structure for joint benefits governance.

4. Meetings. The MCEBB will meet no less often than once quarterly beginning July 1, 1999 or within forty-five (45) days after this agreement is signed by the parties, whichever is later.

5. Authority. The MCEBB is authorized to endorse or veto changes to the medical and dental insurance package proposed for their

consideration by the County Benefits Administrator. The Administrator will propose an effective date for each change, and they will take effect on that date if approved by the MCEBB.

6. Voting. Each bargaining unit (including management equivalent) will have one (1) vote. Each bargaining unit will designate one voting representative who will cast the unit's vote for or against a proposed change. The County Chair shall determine which of the two management representatives will cast the management vote. A proposed change will have been endorsed by the MCEBB if all votes are cast in favor of the change. If the terms of another County labor agreement does not require unanimity among MCEBB members, and such voting formula would, on application, cause a change in plans or benefits, no such change shall apply to a member of this bargaining unit unless voted for by the entire MCEBB.

7. Allocation of Costs and Savings to the Bargaining Unit. Unless otherwise agreed in writing by memorandum of understanding between the parties pursuant to Article 23 of this agreement, allocation of any costs or savings from the implementation of any modifications approved by the MCEBB, as specified above, shall be on a case-by-case basis for those plan changes for this bargaining unit, i.e. the allocations will vary between bargaining units depending upon the varied impact of changes to the particular plan design. These cost calculations shall be reasonably determined based on any relevant claims experience and accepted actuarial practices by the County's benefit consultants. Such determination of allocation amounts will specifically be without regard to funding reserve levels, except for reasonable, legitimate, plan specific Incurred But Not Reported (IBNR) Reserves. For purposes of these calculations, "plan" costs for the self-insured and

insured plans shall be defined to include domestic partners insurance, and insured and self-insured medical, dental, vision, and prescription drug benefit plans.

8. Long-Term Cooperation

a. Beginning no later than July 1, 1999, the County's Labor Relations Manager shall meet and confer with the Benefits Manager and representatives designated by the union to develop mutually acceptable plans for long-term financing and joint management of the County's medical, dental, and vision insurance plans. If the representatives are able to reach a specific tentative long-term agreement, they shall each report such terms to their respective constituents for formal consideration. If approved by the Union's member and Board of Commissioners, the terms of the tentative agreement shall be implemented as provided therein.

b. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of County Commissioners pursuant to 1 above, the County shall, at 11:59:59 p.m., June 30, 2001, contribute twenty-two thousand two hundred twenty-two dollars (\$22,222) to an excess stabilization reserve fund; PROVIDED, that this sum may be reduced by mutual agreement to the extent that it is drawn upon in the course of securing a long-term agreement pursuant to paragraph 1 above. Excess stabilization reserve funds shall be segregated for accounting purposes from other monies and assets in the Health Fund. However, they may be used in the same manner as other money in the Health Fund but only for the benefit of those bargaining units (including managers) who similarly contribute an amount to the excess stabilization fund under the long-term cooperation terms of their respective collective bargaining agreements.

c. If, by January 1, 2001, a long-term agreement is approved by bargaining unit members and the Board of County Commissioners as provided in H.1 above, the County shall, at 11:59:59 p.m., June 30, 2001, prospectively increase straight time base hourly wage rates by a percentage equal in cost to forty percent (40%) of the net on-going annualized increase in premiums and premium equivalents involuntarily paid by bargaining unit members during the life of this agreement (after deducting any supplemental wage increases paid to bargaining unit members) through payroll deduction or by wage offsets as a result of the limitations on employer premium contributions under section 5 of this article.

HYPOTHETICAL EXAMPLE: Assume that a long term agreement is made and that excess on-going annualized increase in premiums described in this section are \$100,000 in each of fiscal year 1999-00 and 00-01 after deducting supplemental wage increases paid pursuant to section 5 above. Employees will by the end of the agreement have absorbed \$200,000 in on-going cost increases. Base wage rates will be increased to add \$80,000 to the base pay of the bargaining unit. Such increase will be effective prospectively at 11:59:59 p.m. on June 30, 2001. For purposes of determining the rate increase that will result in an \$80,000 base pay increase, the base pay for the bargaining unit in the payroll ending June 30, 2001 will be annualized and \$80,000 will be divided by that number.

## ARTICLE 12

### WORKERS' COMPENSATION

A. The County shall provide to all members of the bargaining unit full coverage as required pursuant to the provisions of the Oregon Workers' Compensation Act.

B. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers' Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority or retirement vesting rights unless the employee's doctor, the State Workers' Compensation Department or Board (or its successor) or the employee certifies to the County in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return to the County and fully perform the duties of the position he or she last occupied. In such event the employee's status shall be governed exclusively by applicable State statutes related to re-employment and non-discrimination.

C. The County shall supplement the amount of statutory benefits received by the employee for temporary disability due to occupational injury, illness or disease by an amount which, coupled with Workers' Compensation payments, will insure the disabled employee the equivalent of 100% of his or her semi-monthly net take home pay, subject to the following conditions:

1. Supplemental benefits shall only be payable for those days compensable under Workers' Compensation as time loss on an approved claim.

2. To the extent not compensated by Workers' Compensation benefits, the first day of occupational disability shall be compensated as time worked.

3. To the extent not compensated by Workers' Compensation benefits, the day following the first day of occupational disability and the next succeeding day shall be compensated as time worked if such days would have been work days.

4. The employee will receive supplemental payments for each day of absence for which he/she receives Workers' Compensation time loss payments.

5. If the absence due to disability is for a period of thirty (30) days or more, the County may require a physician's statement, arranged for by and at the County's expense, setting forth the disability, current conditions and anticipated length of continued absence. Based upon the physician's statement and the specific circumstances surrounding the nature of continued disability, it shall be within the sole and exclusive discretion of the Sheriff, or his designee(s), whether or not to provide any continued supplemental benefits or PERS Continuation. However, revocation of supplemental benefits or benefits under the PERS Continuation Program provided under this Article shall not be arbitrary or capricious.

D. If the County or its agent denies the claim or if the employee accepts a compromise settlement of a disputed claim, the employee's absence from work shall, to the extent not compensated as time loss by the County, be paid from and charged against his or her sick leave. However, if a denied claim is subsequently accepted or reversed, sick leave will not be charged for the amount of compensated time loss.

E. Nothing in this Article may be construed to permit borrowing of sick leave not accrued by and available to the employee.

F. The County shall continue to provide medical and dental benefits as provided by Article 12 from the first day of occupational disability throughout the period the employee receives supplemental benefits.

G. The County shall continue to make retirement contributions, including employee "pick up," based upon the appropriate percentage of supplemental benefits paid, throughout the period that the employee receives such benefits.

H. The employee shall receive his or her supplemental benefits for a given pay period on the regular payday for that period.

I. PERS Continuation Program.

An employee with ten or more years' seniority can elect to participate in the PERS Continuation Program. This Program is in lieu of Supplemental Benefits.

1. Written Election

Eligible employees who wish to participate in the PERS Continuation Program shall sign an election form and present it to the Multnomah County Finance Division, Payroll Office. A copy of the election form is attached as Addendum "D" of this Agreement.

2. Benefits

The employee will receive 100% of his or her regular straight time salary retroactive to and including the first day of the pay period in which the election is made. The County will also make full PERS contributions, including employee "pick-up," for the same time period. However, the County is not required to pay these benefits for days the employee receives regular salary under Section C

of this Article. In addition, these benefits shall only be payable for those days compensated by Workers' Compensation time loss on an approved claim. If an award of retroactive benefits is made on an approved claim, the employee may elect to participate in the PERS Continuation Program at the time the decision to award benefits is made. The effective date of the election will be retroactive to the earliest date for which the employee receives retroactive Workers' Compensation benefits. If an employee elects to participate in the Program but his or her claim is not approved, the election will be void and the employee will be entitled to exercise the election on another occasion. However, because the election stays in effect for three (3) continuous years from the first date for which the employee actually receives PERS Continuation Benefits under this program, a Workers' Compensation claim denial after the employee has received PERS Continuation benefits under this program does not void the election or create a new election opportunity.

3. Duties of Participating Employees

a. The employee must reimburse the County for an amount equal to the Workers' Compensation benefits received. The employee electing to participate in this program is not entitled to keep both wages and the Workers' Compensation benefits.

b. The employee must pay the County an amount equal to the Workers' Compensation benefit received within seven (7) days of receiving his Workers' Compensation benefit check. The employee is responsible to make sure that the County actually receives the payment within the seven (7) day period. Thus, the employee must either hand-deliver a check to Multnomah County Finance Division on or before the seventh (7th) day, or make sure that the payment is actually received by the Finance Division by mail no later than the seventh (7th) day.

Receipt means actual receipt of the check. An employee who fails to make timely delivery will owe collection fees and may owe penalties as described below, unless they are waived by the County.

4. a. Delinquency.

An employee who fails to pay the County as required above is considered delinquent. Employees who are delinquent may be required to pay penalties and fees. These penalties and fees can accumulate up to twice the amount of the delinquent Workers' Compensation equivalent payment.

b. County Duty to Notify Employee.

When an employee is delinquent, the County shall notify the employee of the delinquency in writing. Notice shall be sent by certified mail. The notice shall include the date on which the payment became delinquent, and the principal amount owed and penalties accruing, and how the employee can cure the delinquency. The notice shall also inform the employee of the right to appeal the amount of any collection fee or penalty.

c. Collection Fees for Late Payments.

In addition to the missed payment, the delinquent employee is required to pay the County a fifty dollar (\$50) collection fee. The County is also entitled to collect a delinquency penalty for each day of late payment after the employee receives notice of delinquency. This daily fee shall equal one percent (1%) of the Workers' Compensation benefit received by the employee for that pay period. For example, an employee who repays an eight hundred dollar (\$800) delinquency within one week after receipt of the notice of delinquency will be assessed fees and penalty of one hundred six dollars (\$106) (fifty dollars (\$50) collection fee plus fifty-six dollars (\$56) in delinquency penalties). If an employee

repays the delinquency prior to receipt of the notice of delinquency, the employee will be assessed only the fifty dollars (\$50) collection fee.

d. The amounts owed by the employee can accumulate to an amount no more than twice the amount of the delinquent time loss equivalent payment. Employees who are physically or mentally disabled to such an extent that they cannot perform repayment obligations will not be assessed penalties during the period of such incapacity. In addition, an employee who has never in fact cashed the Workers' Compensation benefit check and who returns the check to the County shall not be assessed a daily delinquency penalty. These exceptions shall be enforceable through the grievance procedure.

e. Request for Penalty Waiver.

A delinquent employee may request waiver of a delinquency penalty or collection fee. The request shall be in writing to the Director of the County's Finance Division. The request shall state the reasons for the late payment. The request must be made within ten (10) days after the delinquent payment is made, or ten (10) days after receipt of notice of delinquency, whichever is earlier. The Director shall have the discretion to waive or reduce the fee or penalty imposed.

An employee wishing to request a waiver must first pay the underlying debt and the collection fee. If the employee's request is denied, the employee must then pay the fees owed within seven (7) days of the receipt of the Director's decision. The Director's decision on the request shall be sent in writing to the employee by certified mail. The Director's decision shall be final.

5. Length of Coverage. An employee may choose to be covered under the PERS Continuation Program only once for the employee's entire career as

a Deputy Sheriff, Sergeant or Scientific Investigator with Multnomah County. Once selected, the election shall continue for three continuous years from the effective date of the election. The eligible employee is entitled to receive benefits under the program for the entirety or for any portion of the election period for any compensable claims.

ARTICLE 13

TORT CLAIM DEFENSE AND INDEMNIFICATION

The County shall defend and indemnify employees covered by this Agreement against claims and judgments incurred in or arising out of the performance of their official duties, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260-30.300.

## ARTICLE 14

### SENIORITY & LAYOFF

A. Definition of Seniority. Seniority is defined as:

1. Total length of unbroken service within the affected job classification; if a tie occurs, then
2. Total length of unbroken service with the County; if a tie occurs, then
3. Score on original examination for the affected job classification; if a tie occurs, then
4. By lot, in a manner to be determined by the Employee Services Division.

B. Computation of Seniority. In computing seniority, the following factors will be taken into account:

1. Seniority through and including  
April 30, 1987.

Seniority for time served prior to March 1, 1987, shall be in accordance with the list given to the Association by the County during negotiations, which by this reference is incorporated herein, and in the event of bumping, in accordance with Section B.2.f. below.

2. Seniority for time served subsequent to April 30, 1987.

Seniority for time served subsequent to April 30, 1987, shall be in accordance with the following rules:

- a. Part time regular employees shall be considered one-half (1/2) time employees for purposes of computing seniority.

- b. Time on authorized leave taken with pay will be counted.
- c. Time spent on a leave of absence without pay which exceeds thirty (30) days will not count. Time spent on a temporary assignment to a nonsworn position outside the Sheriff's Office shall be considered a leave of absence without pay.
- d. Time spent in a trainee or temporary capacity (e.g., PEP or Intern Programs) will not be included.
- e. Time spent in a classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.
- f. Employees who transferred to lower classifications (or classifications previously held) will be understood, for purposes of these guidelines as having accrued seniority in their present classifications plus the seniority accrued in the higher classifications held by them prior to their transfer.
- g. Time spent on layoff will not be included.
- h. Service is "broken" for purposes of this article by discharge, voluntary quit, or permanent transfer to a non-sworn classification, unless such transfer was by reason of layoff and the employee remains on the layoff list.

C. Layoff. Reductions in force are to be identified by classification. Employees holding positions shall be subject to demotion, transfer, or layoff options in inverse order of seniority.

D. Bumping Rules.

- 1. Employees Without Permanent Status.

Within a classification, temporary, probationary, and other employees who do not have permanent status will be laid off before employees with permanent status and will not be placed on layoff lists and do not have bumping rights. The order of layoff of temporary employees shall be governed solely by the Sheriff's judgment.

2. Part Time Employees.

Part time regular employees may bump less senior regular employees within the same classification subject to the other provisions of these guidelines.

3. Transfer to a Lower Classification.

a. Right to Transfer.

An employee who is subject to layoff may transfer to a lower classification in the same promotional line, or to a classification previously held, if (a) a vacancy exists, or (b) if no vacancy exists, the employee has more seniority than an employee in the lower classification. Transfer will occur only if the employee meets the minimum qualifications in the transfer contemplated.

b. Definition.

(1) A "promotional line" refers to a series in which the higher classification requires service in the lower classification as a prerequisite. The following promotional line is recognized for the purposes of the Layoff provisions of this Agreement: Deputy Sheriff, Scientific Investigator, Sergeant, provided, however, that a Sergeant who has never been a Scientific Investigator cannot bump a Scientific Investigator.

(2) A "classification previously held" refers to a classification in which the employee served as a regular employee and for which he continues to qualify.

(3) For purposes of this Agreement, "sworn employee" is defined as an employee who is certified by the BPST as a police officer and is employed by the Sheriff's Office in such capacity.

4. Trial Service Period.

An employee who has not completed a trial service period following promotion shall be afforded bumping rights to the classification previously held prior to promotion according to seniority.

5. Exempt Sworn Employee.

An employee may be bumped by an exempt sworn employee who was previously a member of the bargaining unit and who is demoted by reason of budgetary reorganization or pursuant to Multnomah County Code 3.10.110(c). In such event time served in exempt sworn status shall be counted and such service shall be deemed part of the promotional line as specified in Section D.3.b.(1) above.

6. Permanent Employees on Temporary Appointment.

A person who had acquired permanent, non-probationary status in a classification and who subsequently is given a temporary appointment shall be entitled to reappointment in his former classification under the guidelines of this procedure.

7. Transfers to a Higher Class. Contemplated transfers to a higher level position shall be treated as a promotional opportunity and shall be open to other employees who wish to apply.

E. Placement on the Layoff List.

1. Notice.

All employees who may be subject to layoff shall be given notice in writing at least fifteen (15) days prior to the day of expected layoff. Such notice shall stipulate the reason for layoff and shall further advise that the layoff is for reasons not reflecting discredit on the employee. The Association shall also receive such notification.

2. Offer of Transfer or Demotion.

An employee who is subject to layoff and who is offered a transfer and/or demotion[~~at~~] option will indicate a preference within three (3) working days. Failure to do so will be deemed as agreement to accept layoff status.

3. Placement on List.

The name of an employee who is laid off shall be placed on a layoff list for the classification which he last held and any other lower classification in the promotional line. An employee who accepts a transfer or elects to retire shall not be considered as having layoff status and shall not be placed on a layoff list. However, an employee who accepts a demotion shall be placed on a layoff list for the classification from which he was demoted.

4. Time in Layoff Status.

Employees are entitled to have their names remain on a layoff list for twenty four (24) months from the date of layoff or demotion in lieu of layoff. Employees will be removed from the layoff list only under the following circumstances:

- a. Upon written request of the employee; or
- b. Upon election to take retirement status; or

c. Upon acceptance of permanent reappointment from the  
layoff list; or

d. Upon declining an offer of permanent reappointment;  
or

e. Upon failure to receive a response to a certified letter  
sent to the employee's last known address within fourteen (14) days of its having  
been mailed.

5. Listing by Seniority.

Names of employees laid off in good standing shall appear on  
the layoff list according to seniority within that classification.

F. Recall of Laid-Off Employees.

When a vacancy occurs in a classification for which a layoff list  
exists, the employees on the list shall be recalled in order of their seniority. Failure  
of the County to recall a laid-off employee will be permitted only when the manager  
submits clear justification in writing to the employee and the Association that  
re-employment would not be in the best interest of the County by reason that the  
employee is no longer qualified for the position. The above justification shall be  
reviewed and processed in accordance with the rules governing dismissal for cause.  
All laid-off employees in a classification must be recalled before the County may fill  
a vacancy in the classification through the normal examination process.

G. Retirement.

It is understood that seniority dates as established in this Agreement  
do not apply to retirement benefit calculations.

H. Annexation.

1. Intergovernmental Agreement List.

No provision of this Article shall be deemed to alter the order of employees on the list appended to the intergovernmental agreement governing annexation between Multnomah County and the City of Portland.

2. Employees Hired Subsequent to the Annexation Agreement.

a. No employee hired subsequent to the above cited annexation agreement will be transferred to the City of Portland in advance of employees already on the intergovernmental agreement list.

b. Layoffs unconnected with annexation shall be in reverse order of seniority.

ARTICLE 15  
HOURS OF WORK

A.     Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for lunch periods.

B.     Work Week. The work week shall consist of five (5) consecutive days. The work week may be scheduled on the basis of four (4) consecutive days of ten (10) hours straight time per day as assigned by the Sheriff. Employees may voluntarily choose to split days off subject to the agreement of the Sheriff or his/her designee. This schedule is subject to rescission or modification in the same manner as a work week schedule providing consecutive days off.

C.     Work Day. The work day shall consist of the current prevailing consecutive hours of work now scheduled. All employees shall be scheduled to work on a regular work shift, and each shift shall have the same starting and quitting times.

D.     Shift Assignment. Whenever there is more than one shift within the same job classification within a unit of the Sheriff's Office, employees may indicate their preference of shift and days off according to their respective seniority. Sheriff or his/her designee will make shift assignments based on indications of seniority preference to the extent that they are consistent and do not conflict with the needs of the Sheriff's Office as reasonably determined by the unit commander. Such need will be documented in writing upon written request made to the Sheriff by the Association President.

E.     Work Schedules. Work schedules showing the employee's shift, workdays and hours shall be posted on the employee's unit bulletin boards at all

times. Except for emergency situations, and during the duration of the emergency, work schedules for any work shift shall not be changed unless the changes are posted for ten (10) days. If the Sheriff changes an employee's days off on an involuntary basis from those assigned as a result of the annual sign-up, and such change results in a shorter weekend at the time of the changeover, the employee shall be credited with the number of personal holidays which he lost in weekend days.

F. Emergency Work Schedule Changes. When a special emergency situation is declared by the Sheriff or in his absence, by his designee, unit members may be called to duty by the appropriate section commander or his designee on adjusted shifts without the normal ten (10) day notification. An employee called to duty in such manner will be notified at the earliest possible time: (1) that he is being called in on a special emergency, (2) that his shift is being adjusted, (3) what the starting (and, if possible, ending) hours for his shift will be, and (4) that he will be compensated at the regular overtime rate for hours worked in excess of his regular number of work day or work week hours.

For the purpose of this Section, a "special emergency situation" is defined as those situations reasonably determined by the Sheriff or, in his absence, by his designee(s) to represent an actual or potential risk of extreme property damage or personal injury to the community.

G. Rest and Meal Periods. Employees are on-call during rest and meal periods and operational requirements may result in such periods being interrupted or missed. Absent such operational interruptions, the following terms shall apply:

1. Meal Periods. All employees shall be granted a lunch period during each work shift. Whenever practicable, the meal period will be taken in the middle of the shift. If an employee is requested to work two (2) hours beyond his

regular quitting time, he will be permitted time off for a meal or rest period prior to beginning such overtime.

2.     Rest Periods. All employees shall be permitted a fifteen (15) minute rest period during each one-half shift.

ARTICLE 16  
COMPENSATION

A. Wages and Classification Schedule.

1. July 1, 1998 Wages. Effective July 1, 1998 employees covered by this Agreement shall be compensated in accordance with the Wage Schedule attached to this Agreement as Addendum "A" and by this reference incorporated herein; said schedule reflecting a three and three tenths percent (3.3%) increase over June 30, 1998 rates.

2. PERS Pick-Up. Effective within sixty (60) days after the signing of this agreement, the County shall resume the "pick up" of the six percent employee contribution to PERS. The rates and ranges of employees covered by this bargaining unit shall be multiplied by .9434 and reduced correspondingly in conjunction with the return to the employer "pick up" of employee contributions to PERS as provided in ORS 238.205 and article 16 of this agreement. If for any reason the ORS 238.205 "employer pick up" is no longer legally available the County shall on the last payroll period of this Agreement increase employee wages by six percent (6%) and return to the limited "pick up" provided for prior to the signing date of this agreement including, but not limited to, the terms of compensation for non-PERS members. The amount of retirement pickup shall be included in the employee's final average salary for the purpose of calculating PERS retirement benefits as provided by law.

3. July 1, 1999 Wages. Effective July 1, 1999 the hourly rates and ranges covered by this Agreement, as adjusted pursuant to subsection 2 above, shall be increased by three percent minus any offset required pursuant to Article 12,

section D(4), except that the rates and range for Law Enforcement Sergeants shall be increased six percent (6%) minus any offset required pursuant to Article 12, section D(4).

4. Wages Effective July 1, 2000: Effective July 1, 2000 the straight-time base hourly wage rates and ranges of employees covered by this agreement, as adjusted pursuant to section 3 above, shall be increased by three percent (3.0%) minus any offset required by Article 12, section D(4).

5. Notwithstanding any term of this agreement to the contrary, effective until the PERS pick up is reinstated pursuant to subsection 2 above employees who are not members of PERS shall be paid a base wage rate 94.3% of that which they would otherwise be paid under this agreement until they become PERS members. When the employee becomes a PERS member or when the PERS pick up is reinstated pursuant to subsection 2 above, whichever is earlier, the rate of such employee shall be changed to one hundred percent of the wage rate then in effect and subject to further changes as provided in this agreement.

6. Reopener. If the County's estimated general fund resources in the executive budget for fiscal year 1998-99, 1999-2000, or 2000-2001 falls fifteen percent (15%) or more below the estimated general fund resources in the executive budget of the immediately preceding fiscal year, any general wage increase provided by this agreement for the fiscal year for which such reduced revenue is projected shall not be implemented and negotiations over the terms of a substitute general provision for the affected fiscal year will commence on or before April 15 of the fiscal year preceding that in which the wage increase was to take effect.

B. Longevity Pay. Employees who have completed fourteen (14) years of County service shall receive a longevity incentive payment of two and one-half

percent (2.5%) of their base hourly wage. Effective July 1, 1999 employees who have completed twenty (20) years of County service shall receive an additional one percent (1%) of their base hourly wage for a total longevity premium of three and one-half percent after twenty (20) years.

C. Working Out of Classification. Whenever an employee replaces an employee in a higher classification for more than four (4) work days during a thirty (30) day period and performs the majority of the principal duties of the employee in the higher classification, the employee shall be paid retroactively for such work at the rate assigned to the higher classified work in the appropriate step, according to the promotional policy.

D. Pay Periods. The salaries and wages of employees shall be paid semi-monthly. Pay dates under the semimonthly system shall be the same as those for Exempt County employees.

E. Call-In Time. Any employee who is called to work outside his regular shift shall be paid under the same terms as for making court appearances.

Hours of work which qualify for overtime payment under the above criteria, but which are designated as Special Assignment Hours by mutual agreement between the Sheriff and the Association, will be compensated at a participating deputy's regular hourly rate of pay. Such hours will be posted for bidding for five (5) calendar days prior to assignment and the Sheriff will assign such hours on the basis of seniority among those bidding to the extent that assignment on this basis is consistent with the needs of the Sheriff's Office.

F. Overtime. Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work performed in excess of eight (8) hours in any work day for employees on a five (5) day shift, and in excess of ten (10) hours in any work day for employees working four (4) ten (10) hour shifts per week.

2. All authorized work performed in excess of forty (40) hours in any work week.

3. All authorized work performed on the first day following the normal work week shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate.

4. All authorized work, including any court appearances, performed on the second day (or the third day on a four-ten (4-10) work week, following the normal work week shall be paid for at the rate of two (2) times the employee's regular rate, provided the employee has worked on the first day of the weekend (or the first and second days on four-ten (4-10) work week). The double time rate shall not apply to a day declared a state of emergency by the Governor or the Sheriff.

G. Compensatory Time Off. In lieu of offered overtime pay under Section F above, an employee may elect to receive equivalent compensatory time off with pay so long as his or her unused accumulation balance does not exceed eighty (80) hours of paid time off. ("Equivalent" means one and one-half (1.5) hours off at the straight time rate for overtime worked at the time and one-half hour rate; two (2) hours off at the straight time rate for overtime worked at the double-time rate.) Upon termination, unused compensatory time off shall be paid off in cash to the employee or, in the event of the employee's death, his or her beneficiary as designated on his or her County-paid life insurance enrollment card, or, if none, then to his or her estate.

H. Court Time.

1. Compensation. Officers making court appearances shall be paid at the overtime rate (if eligible under paragraph D hereof) only for those hours worked; provided, however, that if the officer works less than 4 hours, he shall be paid at the overtime rate for the lesser of: (a) the time elapsed from the beginning of the overtime to the beginning of the shift; or (b) the time elapsed from the end of the shift to the end of the overtime; or (c) four (4) hours; provided further that in the case of multiple court appearances in the same day, time between court appearances shall be considered time worked. Upon completion of an officer's court appearance, he shall return to off duty status unless working a regular shift.

2. Cancelled Court Appearance on a Day Off. If an officer complies with the Sheriff's Office Procedures Manual concerning court appearances, and is notified by the County on the day preceding the court appearance that his court appearance is still scheduled for the next day, and the next day is a weekend day off, then the officer shall be entitled to a minimum of two (2) hours of overtime even if the case in which the officer is to appear is rescheduled and the officer is not, in fact, required to make a court appearance.

I. Distribution. Overtime work shall be distributed as equitably as practical among employees within the same job classification in each work unit.

J. Transportation.

1. Mileage Pay. Whenever an employee is temporarily required to report to work at any location more distant from his home than his permanent place of reporting, he shall be paid at the IRS per mile non-taxable reimbursement rate for the additional miles traveled. This provision will not apply when there is a permanent change in reporting location as determined by management, nor will it

apply whenever an employee is required to appear in court, except for court appearances outside the Tri-County or Clark County area. Any mileage payments made to an employee by another municipality shall be deducted from payments to be made by the County for the same miles traveled. Current practices regarding pay during travel to and from temporary reporting locations shall be continued. Payment for mileage will be made when an individual has accumulated a minimum of twenty dollars (\$20.00) or at the end of the fiscal year, whichever first occurs.

2. Court Cars. The existing practice of providing court cars at Sheriff's Office Headquarters shall be continued.

K. Anniversary Step Increases. It is acknowledged by the parties that the County has historically given certain employees covered by this Agreement a step increase in wages, effective on the employee's anniversary date of employment and subject to certain limitations. Such policy shall be continued subject to the requirement that the officer be evaluated as making satisfactory progress in his position. Each employee shall be paid at one of the steps in the range prescribed for his or her classification. Normally an employee will be appointed at step one at the beginning of his or her probationary period; the Sheriff may make an appointment to a higher step. An employee who is promoted shall be paid at the salary step in the new salary range not less than a one step increase, or in the first step of the new range, whichever is greater.

A new or promoted employee is eligible for consideration for advancement to the next step of his or her salary range on the day following twelve (12) months of service in his or her classification, and to subsequent steps at subsequent anniversary dates (24, 36, 48, and 60 months) to the top step of the pay range.

L. Retirement.

1. PERS MEMBERSHIP. Employees shall be eligible for participation in the Public Employee's Retirement System (PERS) pursuant to ORS 237 and subject to the terms and conditions of the Agreement, dated January 22, 1982, integrating the Multnomah County Sworn Officers Retirement System and PERS, such Agreement having been entered into between the Public Employee's Retirement Board and Multnomah County pursuant to the provisions of ORS 237.051.

2. PERS "Pick-up" and "Pick-up" Under IRC Section 414 (h) (2).

The County shall "pick up" the employee contribution to PERS six percent (6%), as permitted by ORS 238.205 effective in accordance with Article 16, section 2 of this agreement. Until the County resumes the pick up of employee contributions pursuant to ORS 238.205 and to the extent allowable by law, the required employee contribution of 6% of wages to PERS is deemed to be "picked up" by the County for the limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies. For other purposes, the contribution shall be considered to have been by the employee, and payment by the employee of the 6% contribution through payroll deduction is mandatory for each employee who is a member of PERS until the PERS pick up is reinstated pursuant to Article 16, section 2 above. Employees do not have the option of receiving the wage payment in cash and paying the PERS contribution directly. The taxable wages of employees on the W-2 form for federal and state income tax purposes will not include the contribution to PERS.

3. Sick Leave in Application to Final Average Salary (PERS).

In accordance with the terms of ORS 237.153 accumulated unused sick leave will be applied to final average salary

M. Coach Pay. Payments related to the Coach Pay program will continue in accordance with existing policy and practice providing a seven percent (7%) premium for actual time spent coaching and three percent (3%) for time assigned as a back up coach but not in actual coaching activity. It is specifically agreed that a coach will be eligible for court overtime provided he/she has been subpoenaed to testify.

N. Canine Pay. Employees regularly assigned a dog as part of a canine assignment and who is assigned responsibility for care, feeding, and maintenance of the dog during what would be otherwise be off-duty hours shall be paid five (5) hours of overtime at the rate of time and one-half for each full week the employee is so assigned. Payment for such assignments lasting less than a full week shall be prorated so long as it encompasses such "off duty" time.

O. Hazardous Materials Premium. Employees assigned to the hazardous materials team shall be paid a six percent (6%) premium for the duration of such assignment.

P. Recovery of Overpayments.

1. If an employee receives a payment from the County in excess of the amount to which he or she is entitled under this agreement, the parties agree that recovery by the County shall be governed by this section. The parties also agree that the specific amount and time period over which recovery occurs should be fair and reasonable under all the relevant circumstances.

2. If an apparent overpayment comes to the attention of the County's central Payroll Unit (Department of Support Services, Finance Division), the central Payroll Unit shall notify the employee and Association of the proposed amount and schedule for repayment, and shall state the reason why the payment is believed to have been in error. Such notice shall be sent by certified mail, return receipt requested, to the employee's home address. On or before the date it mails the proposal to the employee, the central Payroll Unit shall send a copy of it to the Association by first class U.S. mail and to the MCSO's Human Resources Manager and the County's Labor Relations Manager.

3. If the employee or Association disagree with the proposed amount or repayment schedule, the employee or Association shall notify the County's Labor Relations Manager of such disagreement within thirty (30) days after the Payroll Unit's proposal is first delivered to the employee's home address, whichever applies. Such notice shall be by certified mail, return receipt requested, to the County Labor Relations Division's business address or by in-person delivery, with a signed and dated receipt obtained from the receiving member of the Labor Relations Division staff. If the employee or Association does not provide such notice to the Labor Relations Manager in a timely and complete manner as provided in this subsection and subsection 4 below, the central Payroll Unit's proposal shall be deemed accepted. The Association or employee shall mail a copy of the notice to MCSO's Human Resources Manager and the County's central Payroll Unit not later than the date he or she delivers or mails it to the Labor Relations Manager.

4. The notice submitted by an employee or the Association pursuant to subsection 3 above must specify the alternative amount or repayment schedule that the Association believes is appropriate, and the facts that cause the

employee or Association to believe that the Central Payroll unit's proposal was not fair and reasonable under all the relevant circumstances.

5. If the Labor Relations Manager disagrees with the employee's or Association's alternative repayment amount or schedule, he or she shall notify the Association within thirty (30) days after the employee or Association delivered timely and complete notice to the Labor Relations Manager as set out in subsections 3 and 4 above. In such notice the Labor Relations Manager shall state why he or she disagrees with the employee's or Association's proposal. The Labor Relations Manager may thereafter submit the dispute to binding arbitration pursuant to Article 20, section A, step 4 of the collective bargaining agreement. The arbitrator shall decide the amount and repayment schedule that is fair and reasonable in light of all relevant facts.

Q. Stacking of Premiums. Employees eligible for premium pay under any provision of this agreement may receive only one such premium, except that an employee may receive First Responder pay in combination with any other premium. Premiums do not compound on one another. Longevity and achievement incentive pay are not considered premium pay for purposes of this section.

R. Emergency Medical Response Program.

1. For purposes of this section R, "First Responder" certification refers to those designations resulting from completion of the initial qualification and on-going maintenance requirements established by the Oregon State Board of Medical Examiners for the First Responder certification level or its successors.

2. The scope of this Emergency Medical Response Program shall be River Patrol, District Patrol, the DUII unit and, effective July 1, 2000, the School Resource Officers at Barlow and Corbett High Schools, unless the Sheriff desires to

expand the program to offer such services in other areas. In such event, the Sheriff shall consult with the Association and before implementing the expansion obtain the consent of the Board of County Commissioners in regular public session.

3. Employees may be required to attend First Responder training to obtain and maintain First Responder certification. If the Sheriff requires such attendance, all time spent in class shall be considered time worked for pay purposes. In addition, such employees shall be assigned one and one-half (1.5) hours of out-of-class study time with pay for each assigned classroom hour in initial acquisition of a First Responder certificate. All reasonable amounts of time spent in activities prescribed by the State Board of Medical Examiners to maintain such certifications shall be deemed work time to the extent, if any, maintenance of certification is required by the Sheriff.

4. Employees certified as a First Responder who are assigned to a work unit within the program scope as described in section R, subsection 3 above, shall be paid a premium equal to three percent (3%) of his or her regular base wage (including incentive pay under article 17) for the duration of such assignment.

S. Inclusion of Premium Pay Rates For Calculation of Payoffs At Termination. The base wage rate on which pay off of accumulated vacation and holiday hours is premised shall include any premium pay rate that applied to the employee at any time during the pay period in which the employee's employment terminates and the preceding pay period; PROVIDED that if the employee received more than one premium pay rate during this period, the premium rate used in determining payoff shall be the highest percentage that the employee could have earned had he or she qualified simultaneously for the premiums, as provided in section Q above.

- T. Shift Differential. Effective July 1, 2000 employees working a regular evening shift shall receive a differential equal to three percent (3.0%) of their base wage rate for all such hours worked. Also effective July 1, 2000 employees working a regular night shift shall receive a differential equal to four percent of their base wage rate for such hours worked. For purposes of this section, an "evening shift" shall be defined as one with a regular starting time at or after 3:00 p.m. but before 10:00 p.m. the same day; a "night shift" shall be defined as one with a scheduled starting time at or after 10:00 p.m. but before 6:00 a.m. the next day.

## ARTICLE 17

### VOLUNTARY ACHIEVEMENT INCENTIVE PAY PROGRAM

A. Participation Voluntary. This Achievement Incentive Pay Program ("Incentive Pay Program") is a voluntary program. Employees may elect to participate or refrain from participation.

B. Summary of Requirements. Employees who attain the required level of achievement under this plan will receive the corresponding level of additional compensation as indicated in this section. Incentive pay is for the specified level only; levels do not compound. Specific provisions later in this article supercede any conflicting or inconsistent provisions of the following summary:

<u>LEVEL</u>	<u>% ABOVE BASE HOURLY WAGE</u>	<u>REQUIREMENT SUMMARY</u>
I	2½ %	<ul style="list-style-type: none"><li>• 18 months service as an MCSO Deputy Sheriff</li><li>• Basic DPSST Certificate to 30 months and an Intermediate Certificate thereafter.</li><li>• Pass health examination at entry into program and every 3 years thereafter.</li><li>• Pass qualifying standard on gun Range annually.</li></ul>
II	5 %	<p>Same as Level I plus:</p> <ul style="list-style-type: none"><li>• Participate in an approved individualized fitness program making continued progress toward "good" fitness standard, OR pass annual fitness test meeting "good" fitness standard" after authorized opt-out of individual fitness program.</li></ul>

III

10%

Same as Level II plus:

- 25 hours per year (from date of qualification or re-qualification for this level) of combined education, training and community service. (Passing the "excellent" fitness standard on the annual fitness test will substitute for 15 hours of this requirement.)
- Advanced DPSST certificate.

C. DPSST Certification Requirements. To receive incentive pay, the employee must have met the requirements and apply for DPSST Basic Certificate at Level I, an intermediate DPSST Certificate at Level II, and an Advanced DPSST certificate at level III. During the pendency of the employee's application to DPSST, the employer shall pay the employee from the date of the employee's application or the date the employee provides the application to the MCSO Payroll unit, whichever is later. However, such payments shall be fully recoverable by the County if the DPSST does not approve the employee's application.

D. Range Qualification. To qualify for incentive pay, the deputy must pass the semi-annual range qualification set out by the MCSO. The employee may arrange an off-duty make up time through the range qualification coordinator. Such alternate qualification must be completed within sixty (60) days of a missed general range qualification event.

E. Health Examination. Except as provided in H below, to be eligible to initially receive incentive pay the employee must undergo a health examination to determine if the deputy is sufficiently fit, without substantial risk to the employee's health and safety, to perform regularly assigned functions and those activities that

constitute the fitness test set out in F below. Except as provided in G below, the employee must pass such health exam every three years thereafter (every two years for employees age 40 or older) to continue receiving incentive pay. If he or she fails such subsequent fitness test, he or she may not re-enter the incentive program until the employee passes a new health examination and meets all other program requirements. This examination shall be by a licensed physician of the employee's choosing and shall be at the employee's expense, except to the extent covered by county medical insurance. The health examination described in this section is not a substitute for other legally permissible duty related medical inquiries by the employer.

F. Individualized Fitness Program. Except as provided in G and H below, each employee who desires to participate in the Incentive Pay Program must, prior to entry into the program and periodically thereafter, consult with a fitness consultant designated by the MCSO as provided in J below. The periodic consultations must occur not less more once every ten (10) weeks or less than once every fourteen (14) weeks. It shall be the employee's responsibility to arrange appointments with the fitness consultant. Such appointments shall be off-duty. The initial consultation shall be for the purpose of developing an approved individualized fitness program for the employee, consisting of strength, flexibility, and endurance exercises, and a baseline measure of current condition. The individual program shall be designed to ensure that the employee will make steady progress toward or maintain sufficient existing fitness to meet the following national norms developed by the YMCA and indicative of a "good" level of fitness:

- Resting heart rate:                      Age                      Rate  
(beats per minute)

(Males)	18 through 35	61 or below
	36 through 45	62 or below
	46 through 55	63 or below
	56 or over	61 or below

(Females)	18 through 25	65 or below
	26 through 45	64 or below
	46 through 55	65 or below
	56 or over	64 or below

- Active Heart Rate  
(3 minute step test):

	<u>Age</u>	<u>Rate</u>
(Males)	18 through 35	88 or below
	36 through 45	94 or below
	46 through 55	96 or below
	46 through 65	97 or below
	66 or over	95 or below

(Females)	18 through 35	97 or below
	36 through 45	101 or below
	46 through 55	102 or below
	56 through 65	103 or below
	66 or over	100 or below

- Body Fat Percentage:  
(skin fold methodology)

<u>Age</u>	<u>Percentage</u>
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(Males)	18 through 25	10 or below
	26 through 35	15 or below
	36 through 45	18 or below
	46 through 55	20 or below
	55 and over	21 or below

(Females)	18 through 25	20 or below
	26 through 35	21 or below
	36 through 45	23 or below
	46 through 55	25 or below
	56 through 65	26 or below
	Over 65	25 or below

The program design shall take into account any personal medical information provided by the employee and the results of the employee's last health examination under E above. Incentive pay will not be paid unless, in the judgment of the fitness consultant, the individualized fitness program will meet the foregoing objectives. Progress toward or maintenance of the above standards shall be evaluated at each required periodic consultation. At that time the consultant shall take the requisite measurements, determine and record any progress that has been made toward each of the above standards. A copy of each approved fitness program and a report from the fitness consultant on the results of each periodic fitness consultation shall be filed with the Fitness Administration Board ("FAB") by the employee within ten (10) days after the consultation with the Fitness Consultant. Once the employee has entered the program, he or she must maintain progress toward or attainment of the above standards, subject to terms of H below. If his or her performance on the above

standards fails to manifest such progress or retention in two (2) consecutive periodic consultations or in two (2) of the last three (3) periodic consultations, he or she shall immediately cease receiving incentive pay until he or she has shown the required progress or attainment of the above fitness standards at two (2) consecutive periodic consultations.

G. Fitness Test Option:

1. In lieu of participation in an on-going individual fitness program as described in F above, an employee may apply to the FAB for permission to opt into a "Fitness Test Only" (FTO) program whereby the employee will initially qualify for incentive pay by taking a fitness test and achieving a score of "good." The application for this option must be filed with the FAB no later than January 1 immediately preceding the spring fitness test administration. The application must include a copy of the physician's report from the employee's most recent health examination conducted pursuant to E above and an assessment form completed by the MCSO's fitness consultant. The fitness consultant shall obtain the applicant's status with respect to ability to meet the fitness standards set out in F above, assess the employee's general health, and include a recommendation with this information on the assessment form. The FAB shall act on the employee's application within forty-five (45) days after timely filing by the employee. Its decision shall be based on a determination of whether the employee is sufficiently physically fit that the employee does not presently need to participate in a program pursuant to F above, and shall be final and binding.

2. Subject to the terms of H below, if an employee has been permitted to enter the fitness test only option, he or she may commence or resume participation in an individualized fitness program through the steps described in F

above and will not qualify for incentive pay through the individualized fitness program until the January 1 following the last fitness test for which the employee qualified under the fitness test only option unless the employee was involuntarily removed from the fitness test only option pursuant to subsection 3 below.

3. The FAB, upon the recommendation of a Sergeant or other supervisory employee, shall review an employee's suitability for continuation in the fitness test only option. The FAB may require an employee, as a condition of continued participation in the incentive pay program, to enter or re-enter a individualized fitness program if, upon review of current medical evidence, input of the affected employee, and current recommendation of the fitness consultant, it determines that such participation would be advisable to promote the employee's long-term fitness and health. Such decision of the FAB shall be final and binding. If the employee is removed from the fitness test only option and commences participation in an approved individualized fitness program within sixty (60) days after removal, he or she shall not suffer an interruption in incentive pay by virtue of that transition. His or her continued eligibility for incentive pay shall be thereafter governed by the rules set out for employees on approved individualized fitness programs.

4. The fitness test shall be conducted each spring between March 1 and May 30 as scheduled by the MCSO. The standards required to pass the fitness test with a score of "good" are as follows:

- a. Thirty (30) crunch sit-ups in one and one-half (1½) minutes;
- b. Twenty (20) consecutive push-ups. (Female deputies may elect to perform push-ups from the knees). In lieu of the push up requirement,

an employee may elect to perform the bench press meeting the following standard, in which the ratio equals maximum weight in pounds pushed divided by pounds of body weight:

	<u>Age (years)</u>	<u>Ratio Range</u>
(Males)	29 or less	1.15 or higher
	30 through 39	.99 to 1.11
	40 through 49	.89 to .99
	50 and over	.80 or higher
(Females)	29 or less	.59 or higher
	30 through 39	.53 to .58
	40 through 49	.49 to .52
	50 and over	.44 or higher

c. One and one-half (1½) mile run as specified in The New Aerobics (Bantam Ed., 1970, p. 31). In lieu of the one and one-half mile run, employees may substitute an equivalent walking, swimming, or bicycling test as specified in The Aerobic Way (Bantam ed., 1978, pp. 90-92). The employee must meet the applicable age-sex graded standards for the substitute activity.

5. To pass the fitness test with a score of excellent the employee must meet the requirements in subsection 4 above and complete the 1.5 mile run with a time deemed "excellent" in The New Aerobics as noted above; provided, that if there is no such standard the FAB shall consult with the fitness consultant and

thereafter identify and designate an age-sex graded, nationally normed substitute time standard.

To attain an "excellent" rating, an employee electing a substitute for the one and one-half mile run, as provided above, must meet the age-sex graded standard of "excellent" for the substitute activity as specified in The Aerobic Way (Bantam ed., 1978, pp. 90-92).

An employee who meets the following standards, as determined by the fitness consultant, will be deemed to have scored "excellent" on the fitness test and will not be required to take the fitness test for the applicable year to qualify for incentive pay:

•	Resting heart rate: (beats per minute)	<u>Age</u>	<u>Rate</u>
	(Males)	18 through 25	55 or below
		26 through 35	54 or below
		36 through 45	56 or below
		46 through 55	57 or below
		56 through 65	56 or below
		66 or over	55 or below
	(Females)	18 through 25	60 or below
		26 through 45	59 or below
		46 through 55	60 or below
		56 or over	59 or below

•	Active Heart Rate	<u>Age</u>	<u>Rate</u>
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(3 minute step test):

(Males)	18 through 25	78 or below
	26 through 35	79 or below
	36 through 45	81 or below
	46 through 55	84 or below
	46 through 65	82 or below
	66 or over	86 or below

(Females)	18 through 25	83 or below
	26 through 35	86 or below
	36 through 45	87 or below
	46 through 55	93 or below
	56 through 65	92 or below
	66 or over	85 or below

• Body Fat Percentage:                      Age                      Percentage  
(skin fold methodology)

(Males)	18 through 25	12 or below
	26 through 45	14 or below
	46 through 55	16 or below
	55 and over	18 or below

(Females)	18 through 25	17 or below
	26 through 35	18 or below
	36 through 45	19 or below

46 through 55	22 or below
56 through 65	23 or below
Over 65	18 or below

#### H. Disabilities.

1. Temporary Disabilities: Employees who are temporarily unable to participate in their fitness program (or in the fitness test for those who have opted out under G below) or pass the health examination due to a temporary medical reason may apply to the Fitness Administration Board ("FAB") to have such requirement waived for up to twelve (12) months. Such application shall be accompanied by medical evidence from the employee's physician setting forth the nature and expected duration of the disability. As a condition of granting the waiver, the FAB may require that the employee undergo independent medical evaluation at the County's expense. The determination of the FAB on all waiver requests shall be final, binding, and not subject to appeal. If the waiver is granted the employee will retain his or her pre-existing level of incentive pay for that period so long as the temporary condition persists.

2. Permanent Disabilities: A qualified employee with a disability, within the meaning of the Americans With Disabilities Act, who is unable to participate in the fitness test or individual fitness program may as part of his or her request for reasonable accommodation propose requirements to substitute for such participation. Substitute requirements shall be substantially equal in time and effort to that expended by the average person in carrying out his or her participation in an individual fitness program. Such substitute requirements shall take effect upon approval of the Sheriff or Sheriff's designee and shall terminate when the employee's disability terminates.

I. Education, Training and Community Service. To qualify for and continue to receive incentive pay at level III (10%) the employee must earn at least twenty-five (25) combined education, training and community service points each fiscal year, not less than ten (10) of which must be in the form of community service. Credit shall be awarded on the following basis:

1. Each quarter hour of college credit shall equal ten (10) education points under this program. The applicable course(s) is eligible for credit under this program only if taken off duty and the employee or another source other than the County pays the tuition.

2. Each hour of law enforcement related training on off-duty time shall equal one training point under this program.

3. Each hour of community service activity on off-duty time shall equal one community service point under this program. Such activity will be awarded credit only if it is a substantial contribution to the community that, in the Sheriff's judgment, exceeds the uncompensated participation characteristic of responsible citizens. An employee may not perform volunteer work for the County to obtain community service credit if such work would, in the county's judgment, create a potential straight time or overtime wage liability under the Fair Labor Standards Act or state law.

J. Fitness Administration Board. The Fitness Administration Board ("FAB") shall consist of three bargaining unit members generally knowledgeable of the field of physical fitness appointed by the Association, and two bargaining exempt supervisory personnel appointed by the Sheriff. At least one appointee of each party shall be male and one shall be female. The Board shall be chaired by one of the management appointees. Meetings shall be scheduled on the day shift unless

otherwise agreed by at least four members of the committee. Meetings shall be at such intervals as will permit the FAB to timely perform its duties under this Article. Time spent performing FAB duties is time worked for pay purposes. In making its appointments to the FAB, the Association will consult with affected supervisors and make every effort to select employees whose absence from regular duty will not substantially disrupt or interfere with operations.

K. Fitness Consultant. The County will select and contract with a private party or designate an in-house fitness consultant(s) knowledgeable in the field of physical fitness to perform the duties of the fitness consultant described in this article.

L. Privacy of Records. Medical information gathered pursuant to this program is confidential information and will not be disclosed to persons other than the fitness consultant, FAB members, and the employer's medical records custodian unless such disclosure is authorized or required by law or the medical condition of the employee is placed in issue by the employee or his or her representative in a grievance or other legal action by the employee.

M. Transition Rules. The initial round of meetings between the fitness consultant and members of the bargaining unit shall occur within the first one hundred eighty (180) days after this agreement is signed by the parties. It shall be the responsibility of each employee who wishes to participate to contact the designated Fitness Consultant to arrange for an initial consultation that will occur during off-duty hours. Progress toward the standards under this program for employees continuing on an individual fitness program shall be measured from the date the fitness consultant approves the individual fitness program and takes baseline measurements on the criteria set out in F above. During the period prior to the

employee's initial consultation with the Fitness Consultant and until the employee has been through at least two subsequent evaluations on an individual program or has taken the fitness test in lieu of participation in such program, whichever applies, the employee shall retain the incentive pay rate he or she held under the predecessor to this program as set out in the 1992-95 agreement, as amended and extended through June 30, 1998. Employees entering the incentive program for the first time during the pendency of this process may do so under the terms of the predecessor to this program contained in the 1992-95 contract as amended and extended through June 30, 1998, and may continue to receive incentive pay so long as they subsequently take the steps required under this revised program when the transition process commences (i.e. when the fitness consultant first meets with the employee). Employees wishing to apply for the fitness test only option may submit their application to the FAB following their initial meeting with the fitness consultant, but must obtain from the consultant and carry out an approved individual fitness plan if the employee wishes to continue participating in this program if the application is denied.

N. Application of Fair Labor Standards Act. If it is determined that any activity under this program that is designated for performance on the employee's off-duty time must be counted as time worked for pay purposes under the Fair Labor Standards Act, the parties will promptly negotiate over the terms of a substitute for the impacted provision(s) with the objective of preserving insofar as possible the overall wage-effort bargain embodied by this incentive pay program. If after ninety (90) days from the date the determination is made that time spent in the affected activity is time worked for pay purposes the parties have not agreed on a successor provision, either party may refer the matter to final and binding arbitration at step IV

of the grievance procedure in Article 20 of this agreement. The arbitrator in reviewing the parties' respective proposals shall frame the final substitute provision in accordance with the following criteria:

1. continuation of the current intent of the program;
2. continuation of the current cost to the county and benefit level to employees; and,
3. continuation of a substantial equivalence of the current effort level by employees.

O. Payment of Incentive Pay. Each individual participant shall have the duty to keep the MCSO payroll and training unit manager currently and accurately aware of any change in the employee's eligibility for incentive pay and the level of that eligibility (i.e., I, II, or III). New or revised incentive pay eligibility will take effect on the first day of the calendar month that is at least fourteen (14) calendar days after delivery of notice of the change by the employee to the payroll unit manager. Termination of incentive pay, in whole or part, shall take effect on the first date that the employee was no longer eligible for such pay under the terms of this program. Any payments made in error under this program are fully recoverable by the county.

## ARTICLE 18

### PROBATION AND TRIAL SERVICE PERIOD

A. Probation. Every person appointed to a position in the bargaining unit shall serve a probationary period of not to exceed eighteen months. A probationer may be discharged at any time during probation if, in the opinion of the Sheriff, his continuance in County service would not be in the best interest of the County. Issues regarding probationary employee discharge or discipline may not be grieved.

B. Trial Service Period. Every person promoted from one position in the bargaining unit to another shall serve a trial service period of twelve (12) months. During the trial service period an employee may be demoted to the classification previously held if, in the opinion of the Sheriff, his continuance in the higher classification would not be in the best interest of the County. Issues regarding the demotion of a trial service employee to the classification previously held may not be grieved.

## ARTICLE 19

### DISCIPLINE AND DISCHARGE

A. Discipline. Disciplinary action or measures shall include only the following: oral reprimand, written reprimand, reduction in accrued vacation (not to exceed five (5) days), suspension without pay, demotion, or discharge in writing, or any combination thereof.

Disciplinary action may be imposed upon any employee for failing to fulfill his responsibilities as an employee. Any disciplinary action imposed upon an employee, except oral reprimands, may be processed as a grievance through the regular grievance procedure. If the County has reason to reprimand an employee, every reasonable effort will be made to accomplish the reprimand in a manner that will not embarrass the employee before other employees or the public.

1. It is agreed by both parties that informal actions such as oral counseling and letters of expectation are, in appropriate circumstances, preferred precursors to more formal disciplinary action. Further, less severe disciplinary actions such as oral or written reprimands are usually the first steps taken in constructive discipline. As a general rule, such are to be taken for infractions of a minor nature involving violation of a rule, regulation, standard of conduct, safety practice or authoritative instruction or directive. More severe disciplinary actions such as suspension, and discharge will be used for more serious offenses or when clarification of expectations and less severe disciplinary action has not corrected unacceptable patterns of behavior. Disciplinary actions will be administered promptly, in a fair, firm, and equitable manner, only for specific cause, and with employee rights fully protected.

2. The employer agrees that such measures as assignment to menial or dirty tasks or disapproval of leave requests will not be used as disciplinary measures.

3. Except when on duty, or whenever acting in his official capacity, no employee shall be prohibited from engaging in political activity.

B. Discharge. The County shall not discharge any non-probationary employee without just cause.

The Association shall have the right to take up the suspension without pay or discharge as a grievance at Step III of the grievance procedure, and the matter shall be handled in accordance with the procedures set out in Article 20 for Settlement of Disputes.

Any employee found to be unjustly suspended without pay or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment, unless otherwise provided by the reinstatement order.

C. Internal Investigatory Procedures.

1. Office of the Sheriff Manual of Procedures and Work Rules.

The Sheriff's Office agrees to meet and confer in a timely manner with the Association over any changes in the internal investigatory procedures.

2. Contractual Internal Investigatory Procedures.

The procedures contained in this section apply only to internal investigations.

a. Advance Notice. Prior to being interviewed regarding an internal investigation that management has a reasonable basis for believing may lead to criminal charges, an employee shall be:

(1) Informed of the nature of the investigation and whether he or she is a witness or a suspect, if and when that fact is known; and informed of other information necessary reasonably to apprise him or her of the nature of the allegations of the complaint;

(2) Afforded an opportunity to contact and consult privately with an attorney of his or her choosing and/or representative of the Association; and

(3) Given notice not less than 24 hours before the initial interview commences or written reports are required from the employee, whenever such delay in conducting the interview will not jeopardize the successful accomplishment of the investigation, or when criminal culpability is not at issue.

b. Interview Safeguards.

(1) Any interview of an employee shall occur when the employee is on duty, unless management reasonably believes that the seriousness of the investigation dictates otherwise.

(2) Interviews shall take place at a reasonable location as determined by management.

(3) The employee shall retain all customary Weingarten rights, as well as any additional rights granted by this Article.

(4) The employee being interviewed shall be informed of the name, rank and command of the individual in charge of the

investigation, the individual conducting the interview, and all other individuals present during the interview.

(5) Interviews shall be held under reasonable conditions.

(6) Interviews and investigations shall be concluded without unreasonable delay, in view of circumstances confronted in the investigation.

c. If the employee about to be questioned is under arrest, or is likely to be placed under arrest as a result of the questioning, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

d. When the investigation results in criminal charges being filed, the employee shall retain all discovery rights available under state law.

e. The parties agree to abide by ORS 659.225 regarding polygraph examinations.

f. Disciplinary Action.

(1) When an investigation results in determination of a sustained complaint and disciplinary action is taken, management shall have the right to place anything related to the disciplinary action in an employee's personnel file.

(2) An employee shall have the right of access to his or her personnel file as well as the right to place a letter of response to any material contained in the file, when disciplinary action results from an internal investigation.

e. De Minimis Violations. A de minimis violation of these procedures that does not compromise fairness and the basic intent of the procedures as set forth in the Article shall not be the basis of a challenge to management's disciplinary action. This and other provisions of Section 3 are covered by the parties' grievance procedure.

D. Record of Employee Conduct.

1. Use in Arbitration. If records of any disciplinary action are introduced in an arbitration hearing, the arbitrator shall determine the relevance (if any) of the prior disciplinary action(s).

2. Removal of Records From File.

a. Subject to paragraphs c and d below, written reprimands will be removed from an employee's personnel file on written request of the employee more than three (3) years from the date the reprimand was imposed.

b. Subject to paragraphs c and d below, letters imposing an unpaid suspension, loss of accumulated vacation, or demotion will be removed from an employee's personnel file on written request of the employee more than five (5) years from the date the discipline was first implemented.

c. Notwithstanding paragraphs a or b above and subject to paragraph d below, if any disciplinary action (that survives any appeal) is imposed during the minimum file life of an earlier disciplinary action, the file life of the earlier disciplinary action shall be extended by a period equal to its original file duration (e.g. three additional years for written reprimands). However, upon written request of an employee the Sheriff may, in his or her discretion, authorize and direct removal from the employee's personnel file of disciplinary actions that have been renewed in this manner prior to the date they would otherwise qualify for removal.

d. Notwithstanding any other provision of this subsection 2, no disciplinary action may be removed from an employee's personnel file that was based in whole or on part on charges of prohibited harassment (e.g. sex, race, etc.), untruthfulness, dishonesty, excessive use of force, or insubordination.

## ARTICLE 20

### SETTLEMENT OF DISPUTES

A. Grievance Procedure. Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step I: After first attempting to resolve the grievance informally through the chain of command, any employee, with notice to the Association in writing, or the Association may present in writing such grievance to the appropriate Chief Deputy, e.g., Chief Deputy of the Law Enforcement Division, within fifteen (15) working days of its occurrence; if at that time the individual employee or his representative is unaware of the grievance, it may be presented in writing fifteen (15) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. The notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The Chief Deputy shall respond to the grievant in writing within fifteen (15) working days.

Step II: If the grievance has not been answered or resolved at Step I, it may be presented, in writing, by the grievant to the Sheriff, or his designee(s), within fifteen (15) working days after the response of the Chief Deputy is due. The Sheriff, or his designee(s), shall respond in writing to the grievant within fifteen (15) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Association through the Sheriff, or his representative.

The parties will each then promptly appoint two (2) persons to serve as a Board of Adjustment to consider the grievance of the County and resolve the dispute. If the Board of Adjustment is unable to resolve the dispute within ten (10) calendar days of the notification to the Association, then the County may request arbitration under Step IV of this Grievance Procedure, by written notice to the Association.

Step III: If the grievance has not been answered or resolved at step II, either the Association or the Sheriff may, within ten (10) calendar days after the expiration of time limits specified in Step II, request arbitration by written notice to the other party.

Step IV: Arbitration. After the grievance has been submitted to arbitration, the Association and the Employee Services Division acting as the Sheriff's representative, shall jointly request the Oregon State Conciliation Service for a list of the names of seven (7) Washington or Oregon arbitrators. The parties shall select an arbitrator from the list by mutual agreement. If the parties are unable to agree on a method, the arbitrator will be chosen by the method of alternate striking of names; the order of striking to be determined by lot. One day shall be allowed for the striking of each name. The final name left on the list shall be the arbitrator. Nothing in this section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list.

The arbitrator shall be requested to [begin taking evidence and testimony within a reasonable period after submission of the request for arbitration; taking into account the schedules of the parties, representatives, and witnesses, as well as that of the arbitrator; and he shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. The parties hereby vest the arbitrator with authority to compel the attendance of witnesses on behalf of

either party by issuance of a subpoena, the cost of which shall be borne by the party requesting the subpoena.

The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to, or detract from the terms of the Contract. The decision shall be in writing, be within the scope and terms of the contract, and contain an explanation of the reasoning utilized in making the decision. Any decision of the arbitrator may provide for retroactivity not exceeding sixty (60) days prior to the date the grievance was first filed with the Sheriff, and it shall state the effective date of the award.

Expenses for the arbitration shall be borne by the losing party. Each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, on the condition that it pays for the record and makes copies available without charge to the other party and the arbitrator.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved. For purposes of this Article, working days mean Monday through Friday, excluding recognized holidays under the management compensation package.

B. Stewards. Employees selected by the Association to act as Association representatives shall be known as "Association Representatives". The names of the employees selected as Association Representatives and the names of

other individuals who may represent employees shall be certified in writing to the County by the Association.

C. County-Association Meetings. The Sheriff or his designee(s) shall meet at mutually convenient times with the Association committee. All committee meetings with the County may be held during working hours on County premises without loss of pay. The Association committee shall consist of three (3) members selected by the Association.

1. The purposes of the County-Association meeting shall be as follows:

a. To develop recommendations to adjust impending grievances, and to discuss procedures for avoiding future grievances.

b. To function as a safety committee as prescribed by Oregon law, and to make recommendations to ensure safe operation of the Multnomah County Sheriff's Office. The committee may consider issues involving employee safety and working environment and may prepare a report enumerating and discussing its recommendations, financial impact and other relevant factors. Such report may be directed to the County Commissioners, County Executive's Office, or Sheriff, as appropriate. The committee shall meet at the request of either the Sheriff or Association.

c. To make recommendations to accomplish goals and objectives as established by the Board of County Commissioners in their budget process, and further, to make recommendations to modify the improve such goals and objectives as established by the Board of County Commissioners. This function of the committee is in recognition of the fact that there is a mutual benefit to the

County and the Association to establish and meet goals and objectives which are designed to increase the productivity and efficiency of all County employees.

D.     Processing Grievances. Grievance Committee members may investigate and process grievances during working hours, within reasonable limits, without loss of pay, and all efforts shall be made to avoid disruptions and interruption of work.

## ARTICLE 21

### GENERAL PROVISIONS

A. No Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital status, race, color, sex, creed, religion, national origin, or political affiliation. It is further agreed that there will be no discrimination against the handicapped unless bona fide job-related reasons exist. The Association shall share equally with the County the responsibility for applying the provisions of the Agreement.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

B. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places to be used by the Association. The Association shall limit its postings of notices and bulletins to such bulletin boards. All postings will be signed and dated by an appropriate Association officer.

C. Visits by Association Representatives. The County agrees that representatives of the Association, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Association business. The Association agrees that such visits will cause no disruptions or interruptions of work.

D. Assignment of Association President. Subject to the mutual agreement of the Sheriff and the current Association president, the president may be assigned to the Sheriff's Office or to another day shift assignment.

E.     Rules. The County agrees to furnish each employee in the bargaining unit with a copy of all existing work rules and to provide a copy of new rules before their effective date, when possible. New employees shall be provided a copy of the rules at the time of hire.

F.     Existing Conditions. Except as specifically provided in this Agreement, no provision of this Agreement is intended to change existing wages, hours, fringe benefits, or any other working conditions when such wage, hour, fringe benefit or working condition represents a mandatory subject of bargaining which traditionally have constituted an economic benefit to the employee. Any such change shall be subject to mutual agreement between the parties before becoming effective and shall immediately be prominently posted on all Multnomah County Sheriff's Office bulletin boards for not less than fourteen (14) consecutive days. The county will solicit and be receptive to the input of the Association regarding any other changes in existing working conditions proposed by the County.

G.     Supremacy of Contract. To the extent allowable by Oregon Revised Statutes whenever a conflict arises between this Agreement and Multnomah Code 3.10 or its successor, this Agreement shall prevail.

H.     Contract Negotiations.

1.     The Association's negotiating team to be comprised of not more than three officers, shall be permitted to attend negotiating meetings with the County representatives without loss of pay relative to securing contract renewal to the extent that such meetings are scheduled during working hours of the members so attending. In addition, the Association's attorney may attend and participate in negotiations.

2. Members of the Association's negotiating team who are attending negotiating meetings during other than their regular work hours shall be considered to be transferred to the day shift for each day on which negotiations are held.

I. Safety. The parties agree that the Oregon Safe Employment Act is applicable to County employment.

J. Speech Rule. The Sheriff's Office encourages constructive criticism, but the efficiency, discipline and harmony of the Multnomah County Sheriff's Office are best served when criticism is initially directed through official channels for proper action. Employees shall not publicly criticize any order, action or policy of the Office of the Sheriff or any fellow employee if such public criticism will significantly damage the efficiency of any employee or the efficiency or discipline of the Sheriff's Office or if it will adversely affect the public's confidence in the Sheriff's Office. Employees may comment with non-inflammatory statements and factual information on departmental orders, actions, or policies of general public interest. An employee with information indicating a crime or fraud by a fellow employee shall forward that information to the appropriate enforcement agency.

K. Contract Work.

1. Unless mutually agreed, the County will not contract out or subcontract any work now performed by employees covered by this Agreement when such would result in layoff of any bargaining unit employee(s) and the County is unable to find suitable or comparable alternate employment for the employee(s). However, this provision shall not apply to contracting out or subcontracting work when such was anticipated and considered as a part of the budgeting process and when the Association Representative and/or President have been notified of the

specific plan and its probable impact at least thirty (30) days prior to adoption of the annual executive budget or formal Board consideration of budget modifications.

2. The County agrees to meet with the Association to discuss the effect of proposed contracting out or subcontracting prior to the presentation of the proposal to the County Chair or Board for formal action.

3. The County further agrees to meet with the Association at its request to explore the alternative of work force reduction by attrition. The County also agrees that to the extent practicable transfers shall be made to open vacancies and re-employment of employees affected by such action shall occur for as long as they are so qualified in accordance with established layoff guidelines. The Association agrees to assist the County in minimizing the impact on such affected employee(s).

## ARTICLE 22

### SAVINGS CLAUSE AND FUNDING

A. Savings Clause. If any Article, Section, or portion thereof, of this Agreement is 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 the specific Article, Section, or portion thereof directly specified in the decision. Upon the issuance of any such decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated Article, Section, or portion thereof. All other portions of this Agreement, and the Agreement as a whole, shall continue without interruption for the term hereof.

B. Funding. The parties recognize that revenue needed to fund the wages and benefits provided by the Agreement must be approved annually by established budget procedures. The total of all such wages and benefits is, therefore, contingent upon sources of revenue and annual budget approval. The County shall not cut wages and benefits specified in this Agreement because of budgetary limitations, but cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. The County agrees to include in its annual budget request amounts sufficient to fund the wages and benefits provided by this Agreement, but makes no guarantee as to the passage of such budget request

pursuant to established budget procedures. This Section B and County action hereunder shall not be subject to the Resolution of Disputes Procedures of Article 20.

ARTICLE 23  
ENTIRE AGREEMENT

Entire Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties. Except as specifically modified by or treated in this Agreement, all policies, matters, questions and terms affecting unit employees in their employment relationship with the County shall be governed by the Multnomah County Personnel Ordinance adopted August 28, 1980, as amended, or its successor; the Rules and Regulations of the Multnomah County Merit Civil Service Council; and the Multnomah County Personnel Rules. The County and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party or both parties at the time that they negotiated and signed this Agreement.

Nothing in this Article shall preclude the parties during the term of this Agreement from voluntarily entering into amendments to the Agreement; nor shall the Association and the Chair or Sheriff or their designee(s) for labor relations be

precluded from voluntarily entering into Memoranda of Understanding,  
Interpretation, or Exception concerning matters of contract administration.

ARTICLE 24  
TERMINATION

This Agreement shall be effective as of the 1st day of July, 1998, and shall remain in full force and effect until the 30th day of June, 2001. Negotiations for a successor agreement shall commence no later than January 15 of the fiscal year in which the contract expires. The contract shall remain in full force and effect during the period of negotiations and impasse resolution procedures, if any.

IN WITNESS WHEREOF, the Parties hereto have set their hands this 29th  
day of July, 1999.

MULTNOMAH COUNTY DEPUTY  
SHERIFFS ASSOCIATION:

By Karl Hutchison  
Karl Hutchison, President

By Kevin Platt  
Kevin Platt, Vice-President

By Ned Walls  
Ned Walls, Treasurer

By \_\_\_\_\_

By \_\_\_\_\_

NEGOTIATED BY:

Will Aitchison  
Will Aitchison, Attorney At Law

REVIEWED: THOMAS SPONSOR  
COUNTY COUNSEL OF MULTNO-  
MAH COUNTY, OREGON:

By Kathryn A. Short  
Assistant County Counsel  
Multnomah County, Oregon

MULTNOMAH COUNTY, OREGON  
BOARD OF COMMISSIONERS:

By Beverly Stein  
Beverly Stein, Chair

By Serena Cruz  
Serena Cruz, Commissioner

By Sharron Kelley  
Sharron Kelley, Commissioner

By Diane Linn  
Diane Linn, Commissioner

By Lisa Natto  
Lisa Natto, Commissioner

SHERIFF OF MULTNOMAH  
COUNTY, OREGON:

By Dan Noelle  
Dan Noelle, Sheriff

NEGOTIATED BY:

\_\_\_\_\_  
Darrell Murray, Labor Relations  
Manager

ADDENDUM A

Base Hourly Wage Rates Effective July 1, 1998

CLASSIFICATION	STEPS					
	1	2	3	4	5	6
<b><u>DEPUTY SHERIFF</u></b>	18.63	19.93	20.82	21.53	22.45	23.34
DEPUTY SHERIFF I	19.10	20.42	21.33	22.12	23.02	23.97
DEPUTY SHERIFF II	19.56	20.93	21.86	22.60	23.57	24.51
DEPUTY SHERIFF III	20.50	21.92	22.90	23.75	24.70	25.74
<b><u>SCIENTIFIC INVESTI- GATOR</u></b>	20.30	21.11	22.00	22.95	23.81	24.73
SCIENTIFIC INVESTI- GATOR I	20.84	21.67	22.56	23.52	24.42	25.39
SCIENTIFIC INVESTI- GATOR II	21.34	22.18	23.10	24.10	25.04	25.99
SCIENTIFIC INVESTI- GATOR III	22.34	23.24	24.20	25.25	26.20	27.20
<b><u>SERGEANT</u></b>	22.22	23.15	24.07	24.96	25.93	27.16
SERGEANT I	22.78	23.76	24.68	25.58	26.58	27.85
SERGEANT II	23.33	24.32	25.28	26.20	27.23	28.52
SERGEANT III	24.45	25.46	26.48	27.46	28.56	29.88

NOTE: The I, II, and III levels referenced above are incentive pay rate levels, not separate classifications.

## ADDENDUM B

### PERS CONTINUATION PROGRAM ELECTION FORM

Under the MCDSA contract, you may have the right to be covered by the PERS Continuation Program. Under this program, the County will continue to pay your regular salary and PERS contributions for up to three (3) years while you are off work on a compensable Workers' Compensation claim.

1. Under the Program, you must give the County a check every pay period equal to the amount of Workers' Compensation benefits you receive. The easiest way to do this is to endorse the benefit check to Multnomah County. The Check should be sent or delivered to the County's Central Payroll Office in the Finance Division (Department of General Services).
2. You must pay the County within seven (7) days from the time you get your Workers' Compensation check. The County must actually receive your check no later than the 7th day. To avoid problems, you should forward payment to the County immediately on receiving your Workers' Compensation benefit check.
3. If you are late in paying the County, you will owe the County a collection fee of \$50. You may also owe the County substantial penalties. The penalties are 1% per day of your Workers' Compensation benefit amount. Penalties will grow each day of late payment. If penalties are assessed, you will have the right to appeal them to the Finance Director.
4. If you are late in making a payment, the County will send you a delinquency notice. However, you should take steps to make up any late payment as soon as possible since fees mount daily.

5. You have a right to elect to be in the program only once during your career with Multnomah County. Under the contract, benefits can continue for up to three (3) years. However, the Sheriff can choose to terminate your PERS Continuation benefits under this program after thirty (30) days. If this happens, you will continue receiving your Workers' Compensation time loss payments for the period required under law for the current Workers' Compensation claim. If you are off the job on a future Workers' Compensation claim, you will continue to be under the PERS Continuation Program, until three years from the date for which you first received PERS Continuation benefits on the first Workers' Compensation claim. After three years, you will revert to the Supplemental Benefit Program instead of PERS Continuation benefits.

The rules of the Program are set out on pages 43-46 of your MCDSA contract. Please read the contract carefully. If you have any questions about how the Program works, contact your Association representative immediately.

I elect to begin coverage in the PERS Continuation Program effective:

1. The current pay period. \_\_\_\_
2. Other future date \_\_\_\_ (specify). \_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

# ADDENDUM C

(SENIORITY LIST AS OF 4/27/99)

<u>Law Enforcement Sergeant</u>	<u>Class Date</u>	<u>County Date</u>
1. Bortien, R.	03/29/90	08/06/73
2. Hadley, D.	08/28/90	07/15/86
3. Sawyer, L.	01/12/94	08/28/72
4. Nielsen, G.	01/12/94	09/29/86
5. Arsenault, R.	02/01/94	01/15/73
6. Dusvevoir, J.	06/30/94	07/23/73
7. Graham, L.	06/30/94	08/14/89
8. Hutchison, K.	12/01/94	04/24/89
9. Blackman, J.	05/30/95	04/24/72
10. Fitz, D.	05/30/95	07/02/73
11. McNelley, J.	05/30/95	09/94/73
12. Elliot, B.	08/01/97	06/17/85
13. DeMarre, W.	08/02/97	07/02/90
14. Rader, D.	08/93/97	04/24/90
15. Ritchie, B.	12/98/97	07/02/90
16. Gates, J.	02/25/98	06/01/92
17. Muncy, G.	03/09/98	02/24/71
18. Olsen, D.	09/01/98	05/28/91
19. Reiser, M.	03/01/99	11/01/93

## Scientific Investigator

1. Gates, M.	06/03/95	03/23/87
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## Deputy Sheriff

1. Hill, F.	12/30/61	
2. Owen, E.	09/04/73	
3. Schneider, G.	01/30/74	
4. Biles, R.	09/08/86	11/26/84
5. Gates, S.	10/06/86	09/20/85
6. Buchanan, D.	08/12/89	07/13/87
7. Staton, D.	08/14/89	
8. Gustafson, E.	10/09/89	06/19/89
9. Coffeen, P.	10/30/89	11/30/87
10. Shanks, T.	10/30/89	02/22/88
11. Matsumshima, M.	11/27/89	
12. Snitker, L.	01/29/90	
13. Rendon, D.	02/26/90	10/12/87
14. Fermenick, K.	02/26/90	
15. Gaddis, J.	02/26/90	

16.	Phillips, S.	05/07/90	
17.	Walls, E.	11/20/90	
18.	Coufal, R.	11/20/90	
19.	Torres, J.	02/15/93	
20.	Graziano, J.	02/15/93	
21.	Gwilliam, G.	05/26/93	
22.	Little, J.	07/06/93	07/23/84
23.	Krafve, K.	07/19/93	10/26/87
24.	Lautenbach, T.	07/19/93	
25.	Pentheny, J.	07/19/93	
26.	Heffernan, M.	07/19/93	
27.	Platt, K.	08/23/93	
28.	Wonacott, T.	08/23/93	
29.	Anderson, J.	09/27/93	
30.	Lange, G.	09/27/93	
31.	Swail, A.	11/10/93	
32.	Satterwaith, M.	11/11/93	
33.	McLellan, S.	12/06/93	
34.	Holoch, J.	07/11/94	08/22/88
35.	Lort, B.	07/11/94	08/23/93
36.	Lively, P.	07/11/94	
37.	Cordes, L.	08/29/94	
38.	Bickford, K.	09/26/94	
39.	Kubic, J.	11/28/94	
40.	Jackson, P.	11/28/94	
41.	Lillie, L.	11/28/94	
42.	Smith, E.	12/19/94	
43.	Edwards, R.	12/19/94	
44.	Christian, S.	12/19/94	
45.	Schneider, J.	12/19/94	
46.	Timms, S.	01/09/95	
47.	Lincoln, H.	01/30/95	
48.	Farnstrom, P.	01/30/95	
49.	Sawyer, T.	08/18/97	04/13/87
50.	Gosson, L.	08/18/97	03/16/94
51.	Swanson, L.	08/18/97	
52.	Satter, M.	09/22/97	07/28/83
53.	Green, C.	09/26/97	
54.	Taylor, B.	12/01/97	07/12/94
55.	Waddell, K.	12/01/97	02/27/95
56.	Frost, S.	12/01/97	
57.	Osborn, R.	12/01/97	
58.	Yohe, K.	03/09/98	01/03/95
59.	Wall, D.	03/09/98	
60.	Lichatowich, T.	03/16/98	
61.	Mallory, S.	04/20/98	10/05/92
62.	Ahn, J.	05/18/98	
63.	Burkeen, R.	06/01/98	03/09/98
64.	Bailey, R.	06/01/98	

65.	Gullberg, T.	06/01/98	
66.	Schneider, J.	06/01/98	
67.	Nuzum, R.	06/15/98	
68.	Taylor, L.	09/28/98	06/15/98
69.	Cortada, R.	02/08/99	
70.	Cage, J.	02/08/99	

NOTE: The above list includes probationary employees who do not acquire seniority until they complete probation.

County service date is listed only if different than the classification seniority date.

ADDENDUM D

MULTNOMAH COUNTY AFFIDAVIT OF  
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) \_\_\_\_\_, certify that I and (print name of spouse or domestic partner) \_\_\_\_\_ (check and complete either A. or B., whichever applies):

A. \_\_\_\_\_ were legally married on (date) \_\_\_\_\_.

B. \_\_\_\_\_ are and have each been the other's partner in a domestic partnership, as defined below. For purposes of this affidavit, a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six (6) months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;

2. Have a close personal relationship with each other;

3. Are not legally married to anyone; and

4. Are each eighteen (18) years of age or older;

5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;

6. Were mentally competent to contract when the domestic partnership began;

7. Are each other's sole domestic partner; and

8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for

which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost. This affidavit terminates upon the death of the signing employee's spouse or domestic partner or by a change in circumstances attested to in this affidavit. The signing employee must notify the Employee Services Division within thirty (30) days after such death or change by filing a Statement of Termination of Marriage/Domestic Partnership. After filing of a Statement of Termination of Marriage/

Domestic Partnership, the employee may not file a new Statement of Marriage/Domestic Partnership for the purpose of enrolling a new domestic partner for six (6) months from the date such statement is received by the Employee Services Division.

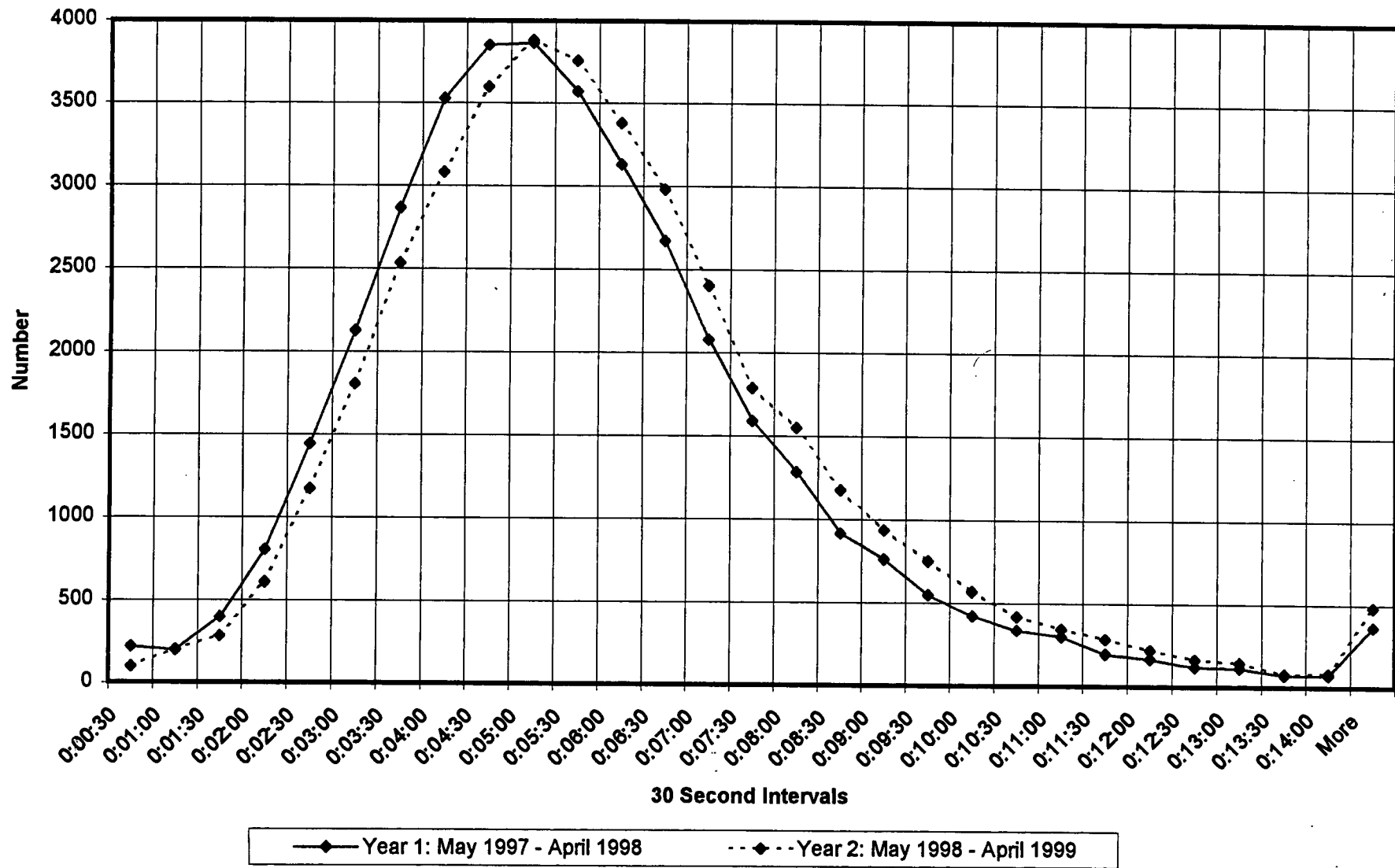
**NOTICE:** *Signing this affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which it is intended. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.*

I attest that the certification I have provided herein is true and correct to the best of my knowledge.

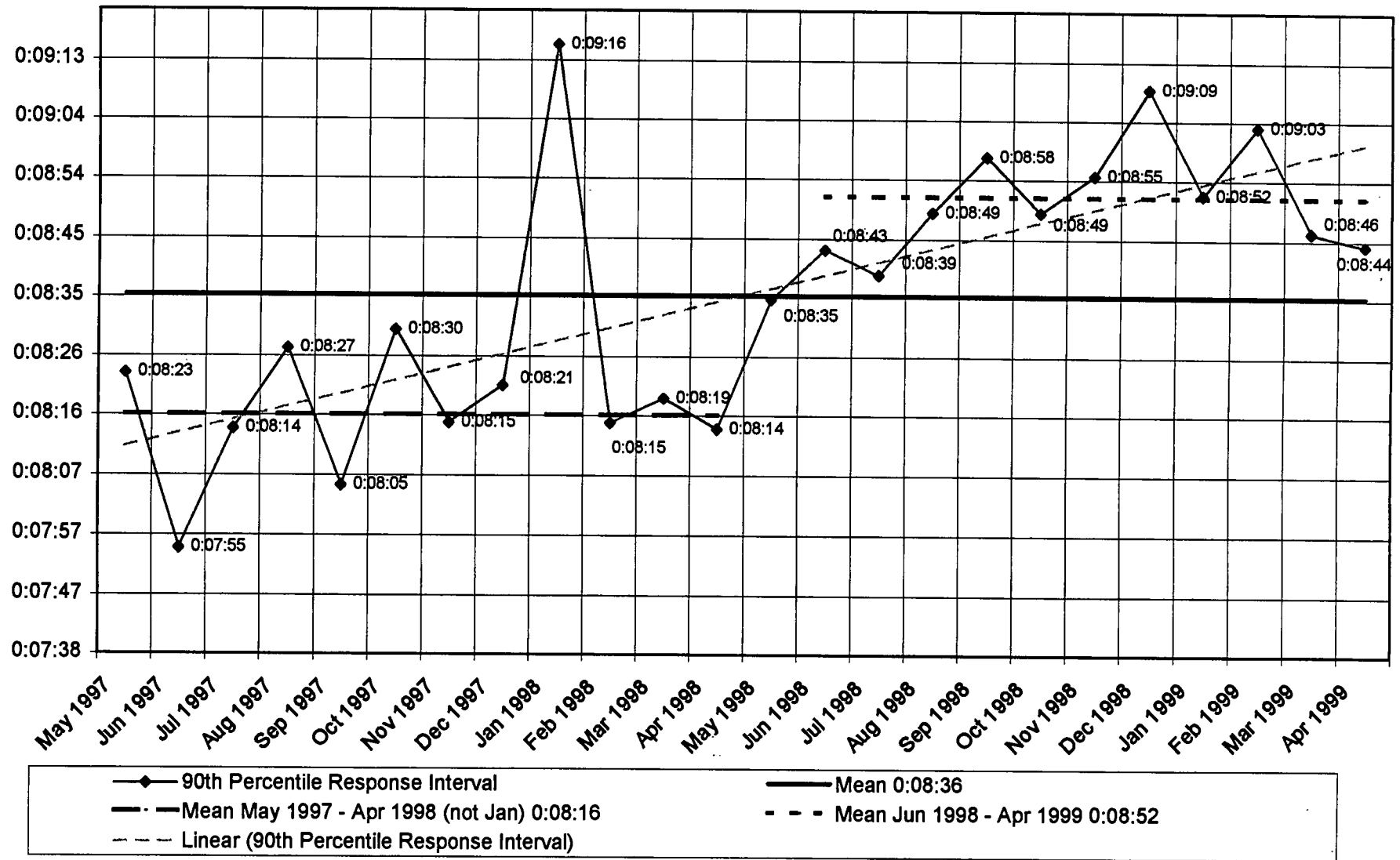
\_\_\_\_\_/\_\_\_\_\_  
Employee's Signature / Date

Received By: \_\_\_\_\_/  
Employee Services Div. Rep. / Date

# COMPARISON OF HISTOGRAMS FOR YEAR 1 AND YEAR 2



# URBAN 90th PERCENTILE RESPONSE INTERVAL



MEETING DATE: JUL 29 1999  
AGENDA NO: R-4  
ESTIMATED START TIME: 9:38

(Above Space for Board Clerk's Use ONLY)

-----  
**AGENDA PLACEMENT FORM**

SUBJECT: Notice of Intent to Seek Funding for DISP (DUI Intensive Supervision Program)

BOARD BRIEFING:                      DATE REQUESTED: \_\_\_\_\_  
   REQUESTED BY: \_\_\_\_\_  
   AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING:                      DATE REQUESTED: July 29, 1999  
   AMOUNT OF TIME NEEDED: 5-10 minutes

DEPARTMENT: Sheriff's Office                      DIVISION: Law Enforcement/DUI  
CONTACT: Dan Oldham                      TELEPHONE #: 251-2519  
   BLDG/ROOM #: 313/112

PERSON(S) MAKING PRESENTATION: Sheri Humble, Sgt. Dave Hadley

ACTION REQUESTED:

☐ INFORMATIONAL ONLY    ☐ POLICY DIRECTION    ☒ APPROVAL    ☐ OTHER

SUGGESTED AGENDA TITLE:

Notice of Intent to Seek Funding for DUI (Driving Under the Influence of Intoxicants)  
Intensive Supervision Program (DISP)

SIGNATURES REQUIRED:

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

Dan Noelle

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 20 PM 1:28  
MULTI-JURISDICTIONAL COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



# **Multnomah County Sheriff's Office**

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

**DAN NOELLE**  
SHERIFF

(503) 255-3600  
TTY (503) 251-2484

## **SUPPLEMENTAL STAFF REPORT**

TO: Board of County Commissioners

FROM: Sheriff's Office

DATE: July 13, 1999

Re: Notice of Intent to Seek Funding for the Driving under the Influence Intensive Supervision Program. (DISP)

1. Recommendation/Action Requested: Board Approval
2. Background/Analysis: The Driving under the Influence Intensive Supervision Program (DISP) is a rehabilitation and sentencing package for people with three or more DUII convictions. DISP is a multi-agency effort and represents partnerships between Oregon State Courts, Adult Community Justice, Multnomah County District Attorney's Office and Sheriff's Office, and the Portland and Gresham Police Departments.

DISP is a proven model that began operation in September of 1998 after testing the concept in the summer of that year. One judge, the Honorable Dorothy M. Baker, sentences and acts as the probation judge for all offenders in DISP. Four probation officers are assigned to supervise the DISP offenders.

As the program has evolved, the need for a DISP Program Development Specialist has become apparent. This administrative position would coordinate the various government agencies and provider components of the program, write procedures and protocols for each agency and provider, oversee statistical gathering

procedures and complete and manage ongoing program evaluations. At the moment, there is no one person to keep track of the changes that the different agencies and providers make and to oversee the development of the program. The program currently has over one hundred participants and is expected to service five to six hundred after three years of operation. The need for an administrative component to the program is evident. The Honorable Judge Baker and her office cannot be expected and does not have the resources to provide all the administrative oversight required for the operation of DISP.

In addition to the duties listed above the, DISP program specialist would also oversee contracting of indigent defense services for DISP, evaluate expanding the program to other jurisdictions and develop inter-jurisdictional agreements for offenders who may have probation violations and pleas in other jurisdictions, while residing in Multnomah County. The specialist will also research and make recommendations regarding permanent funding of the position.

3.        Financial Impact: None. Grant would provide around \$156,000 for salary and fringe benefits over three years.
4.        Legal Issues: None known. Oregon State Courts have already addressed legal aspects of program
5.        Controversial Issues: Electronic surveillance and intensive, formal probation supervision are fairly well established procedures for dealing with long term, chronic offenders. The short jail stay aspect may be somewhat controversial, but the lack of jail space is understood by most members of the public and is ameliorated by the strict provisions of DISP, including the provision that the offender may not drive or have access to a vehicle.

6. Link to Current County Policies: This program addresses County Benchmarks #55 and 58 by reducing the percentage of diverted offenders who commit any offense within one year after completing a diversion program and increasing the percentage of offenders needing drug and alcohol treatment who receive it, as this is a required component of the program. This program is also heavily invested in the RESULTS system, with performance measures and measurable objectives being a major element of the job description. Also, Section 4 of the County's Public Safety Action Plan states that "Multnomah County is committed to combining the use of jail as punishment and deterrent with cost-effective sanctions such as alcohol and drug abuse intervention and work training programs. These "intermediate sanctions" between incarceration and ordinary parole or probation supervision have proven to reduce reoffense rates and promote public safety in jurisdictions across the country." This program of intensive supervision and electronic monitoring and breath testing fits well within the intermediate sanction category.
7. Citizen Participation: None required/ Not applicable
8. Other Government Participation: As mentioned, this is a cooperative multi-agency agreement between Oregon State Courts, Adult Community Justice, Multnomah County District Attorney's Office and Sheriff's Office, and the Portland and Gresham Police Departments.

MEETING DATE: JUL 29 1999  
AGENDA NO: R-5  
ESTIMATED START TIME: 9:45

(Above Space for Board Clerk's Use ONLY)

## AGENDA PLACEMENT FORM

SUBJECT: Authority to Approve Leases of Real Property by Multnomah County

BOARD BRIEFING:

DATE REQUESTED:

REQUESTED BY:

AMOUNT OF TIME NEEDED:

REGULAR MEETING:

DATE REQUESTED: July 29, 1999

AMOUNT OF TIME NEEDED: 10 minutes

DEPARTMENT: Environmental Services

DIVISION: Facilities and Property Management

CONTACT: Bob Oberst

TELEPHONE #: 248-3851

BLDG/ROOM #: 421/3rd

PERSON(S) MAKING PRESENTATION: Bob Oberst

### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

### SUGGESTED AGENDA TITLE:

Authorization for County Chair to Approve Leases of Real Property  
by Multnomah County Not Exceeding \$100,000.00 in Annual Rental.

8/9/99 copies to Bob Oberst, Delma  
Farrell & Matthew Ryan

### SIGNATURES REQUIRED:

ELECTED OFFICIAL:

(OR)

DEPARTMENT

MANAGER:

Robert Oberst [Signature]

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 21 11 09 35  
MULTNOMAH COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

## SUPPLEMENTAL STAFF REPORT

**To: Board of County Commissioners**

**From: Facilities & Property Management, Department of Environmental Services**

**Date: July 13, 1999**

**Re: Resolution authorizing County Chair to approve leases of real property by Multnomah County not exceeding \$100,000 in annual rental.**

---

1. Recommendation/Action Requested: Board of Commissioners resolution authorizing County Chair to approve leases of real property by Multnomah County, not exceeding \$100,000 in annual rental, for the County's operations and programs .

Background/Analysis: County Counsel has determined that laws of the State of Oregon require action of the County's governing body for approval of acquisition of interests in real property, including by lease. Counsel has also determined that the Multnomah County Charter , Chapter 2, Section 2.20 provides that the Board of Commissioners may delegate its non-legislative powers.

Multnomah County currently holds or has in process approximately ninety leases of real property for County programs and operations. Twelve of these leases provide for rental payments in excess of \$100,000 per year. It is estimated by the Property Section that twenty-five to thirty-five leases are processed for approval annually and that about 10% of these provide rental in excess of \$100,000 per year.

Property Section estimates that authorizing the Chair to execute leases providing rental not in excess of \$100,000 per year would save about five hours of staff time and some amount of Board time for each of twenty to thirty leases annually and eliminate two to four weeks time in the processing of each such lease.

2. Financial Impact: Reduction of staff time expended on processing leases of about 100 to 150 hours per year.
3. Legal Issues: None expected.
4. Controversial Issues: None, to the Department's knowledge.
5. Link to Current County Policies: Increase productivity of County government.
6. Citizen Participation: None.
7. Other Government Participation: None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Authorizing the Chair to approve real property leases that do not exceed \$100,000 in annual rental.

The Multnomah County Board of Commissioners Finds:

- a. Multnomah County has a constant need to obtain additional space for its operations and programs which has been met historically through leasing real property.
- b. It is often necessary to act quickly to obtain such additional space.
- c. The County Charter at Chapter 2, Section 2.20, provides that the Board may delegate its non-legislative powers.
- d. The operational efficiency of the Department of Environmental Services, Facilities Management Division, will be greatly improved through savings in time and document preparation by the implementation of this resolution's directive.
- e. It is in the best interests of the County for the Chair to approve and execute real property leases not exceeding \$100,000 in annual rental for County operations and programs

The Multnomah County Board of Commissioners Resolves:

The Chair is authorized to approve and execute any and all leases of real property not to exceed \$100,000 in annual rental on behalf of the Board for the County's operations and programs.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

**RESOLUTION NO. 99-157**

Authorizing the County Chair to approve leases of real property by Multnomah County not exceeding \$100,000 in annual rental.

The Multnomah County Board of Commissioners finds:

- a. Multnomah County has a constant need to obtain space for its operations and programs which is met frequently through leasing real property.
- b. It is often necessary to act expeditiously to obtain such space economically and most suited to the need.
- c. The County Charter at Chapter 2, Section 2.20, provides that the Board may delegate its non-legislative powers.
- d. The operational efficiency of the Department of Environmental Services, Facilities & Property Management Division will be greatly improved through savings in time and document preparation.
- e. It is in the best interest of the County for the Chair to approve and execute real property leases not exceeding \$100,000 annual rental for County operations and programs.

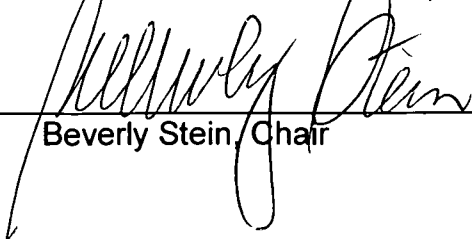
The Multnomah County Board of Commissioners Resolves:

1. The Chair is authorized to approve and execute any and all leases of real property at fair market rental not exceeding \$100,000 in annual rental on behalf of the Board for the County's operations and programs. The Chair shall immediately notify the Board of the signing and general provisions of each such lease.

Adopted this 29th day of July, 1999.

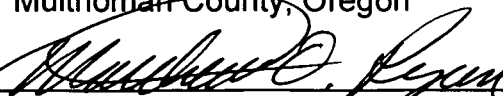


BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By   
Matthew O. Ryan, Assistant County Counsel

#1

# SPEAKER SIGN UP CARDS

DATE 7/29/99

NAME Arnold Rochlin

ADDRESS PO Box 83645  
Portland, OR 97283

PHONE (503) 289-2657

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

#2

## SPEAKER SIGN UP CARDS

DATE 7/29/99

NAME

ROY VAN RADEN

ADDRESS

14651 NW GERMANTOWN RD.  
PORTLAND, OR 97231

PHONE

503-621-3995

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

GIVE TO BOARD CLERK

#3

## SPEAKER SIGN UP CARDS

DATE 7/29

NAME

JEFF BACHRACH

ADDRESS

1727 NW Hoyt

Portland, OR 97209

PHONE

222-4402

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC R-6

**GIVE TO BOARD CLERK**

Meeting Date: JUL 29 1999 AUG 05 1999  
Agenda No: R-6 R-6  
Est. Start Time: 9:55 10:50

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Public Hearing of an Ordinance amending the Exclusive Farm Use (EFU) district to repeal the provision of Ordinance 903, expiration of certain single family dwelling approvals for applications received before August 7, 1993 under MCC 11.15.2030, and dwelling approval validation under MCC 11.15.2031. C 7-99

**BOARD BRIEFING** Date Requested:  
Amt. of Time Needed:  
Requested By:

**REGULAR MEETING** Date Requested: July 29, 1999  
Amt. of Time Needed: 15 Min.

**DEPARTMENT:** DES **DIVISION:** Land Use Planning  
**CONTACT:** Charles Beasley **TELEPHONE:** 248-3043  
**BLDG/ROOM:** 455 / 116

**PERSON(S) MAKING PRESENTATION:** Charles Beasley

### ACTION REQUESTED

☐ Informational Only ☐ Policy Direction ☒ Approval ☐ Other

### SUGGESTED AGENDA TITLE

Public Hearing of an Ordinance amending the Exclusive Farm Use (EFU) district to repeal the provision of Ordinance 903, expiration of certain single family dwelling approvals for applications received before August 7, 1993 under MCC 11.15.2030, and dwelling approval validation under MCC 11.15.2031. C 7-99

### SIGNATURES REQUIRED

Elected Official: \_\_\_\_\_

or

Department Manager: \_\_\_\_\_

*KB* *Lawrence L. Nicholson*

BOARD OF  
COUNTY COMMISSIONERS  
JUL 21 AM 11:46  
MULTI-COUNTY  
OREGON

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM BRIEFING, STAFF REPORT**

**To:** Board of County Commissioners

**From:** Planning Staff

**Today's Date:** July 20, 1999

**Subject:** Public hearing to consider repeal of Ordinance 903, Dwelling Validation Ordinance.

**I. Recommendation/ Action Requested:**

Repeal Ordinance 903 because it can result in approval of building permits for farm dwellings under old farm management plans when the amount of farm activity does not meet the "day to day" standard of the Oregon Administrative Rule (OAR 660-05-030(4) (1986) in effect at the time.

**II. Background/ Analysis:**

This action is being considered after the Board decision in a prior hearing to find that Ordinance 903 is invalid after it was remanded back to the County by the Court of Appeals. This resulted in denial of the three applications. The Board's decision was based in part on the Board's policy to ensure that land use decisions must be based on criteria that are at least as strict as state law (see attached Board Order 99-113). The applications in the prior hearing were made under the approval criteria of Ordinance 903, which provides that a building permit for a dwelling in-conjunction with farm use can be approved when the activities called for during first two years of the farm management plan have been implemented. On the other hand, the OAR standard states that a parcel is currently employed for farm use when the "day-to-day activities on the subject land are principally directed to the farm use of the land." This standard is not addressed under the terms of Ordinance 903.

The sections of the EFU ordinance that would be repealed under this action are, MCC 11.15.2030 Expiration of Certain Single Family Dwelling Approvals for Applications Received Before August 7, 1993, and MCC 11.15.2031 Dwelling Approval Validation.

**III. Financial Impact:**

No fiscal impact to the County has been identified.

**IV. Legal Issues:**

Two cases which were previously approved, PRE 4-98 and 5-98, are currently on appeal to LUBA. The Board's denial of PRE 16-98, 17-98 and 18-98 has been appealed to LUBA.

**V. Controversial Issues:**

The issue with all 8 or 9 of the parcels that have approvals for dwellings in-conjunction with farm use under old farm management plans, and that have also not constructed the dwelling after 10 years time, is how to ensure that the state requirements are met. In the past, the County has informed individuals with approved farm management plans that those approvals have no expiration.

**VI. Link to Current County Policies:**

The County's policy is to protect farmland for farm use to the greatest extent possible.

**VII. Citizen Participation:**

The notification to affected property owners required under Ballot Measure 56 has been provided.

**VIII. Other Government Participation:**

None.

1                   BEFORE THE BOARD OF COUNTY COMMISSIONERS  
2                   FOR MULTNOMAH COUNTY, OREGON  
3                   ORDINANCE NO. 903  
4

5       An Ordinance amending MCC 11.15 by establishing an expiration period for certain single  
6       family dwelling approvals in the Exclusive Farm Use District.

7               (Underlined language is new or replacement; ~~struck-through~~ language is deleted.  
8       [Bracketed, underlined and bolded] is language added, and ~~strikethrough~~ is language  
9       removed in accordance with Board discussion on February 12, 1998.)  
10

11       Multnomah County Ordains as follows:  
12

13       SECTION I.   FINDINGS

14           (A)       The Board of County Commissioners recognizes that Oregon Administrative  
15       Rule 660-33-140(1) provides:

16                   "A discretionary decision, except for a land division,  
17                   made after the effective date of this division (August 7,  
18                   1993), approving a proposed development on  
19                   agricultural or forest lands outside an urban growth  
20                   boundary under ORS 215.010 to 215.293 and 215.317  
21                   to 215.428 or under county legislation or regulation  
22                   adopted pursuant thereto is void two years from the  
23                   date of the final approval if the development action is  
24                   not initiated in that period."

25               and became effective on August 7, 1993; and  
26

1 (B) The Board also recognizes that OAR 660-33-140(1) applies only to decisions  
2 made after its August 7, 1993 effective date; and

3 (C) The Board further recognizes there are approvals for single family dwellings  
4 in the Exclusive Farm Use District for applications received prior to August 7, 1993  
5 that do not contain an expiration date, have not been initiated, and are not governed  
6 by OAR 660-33-140(1); and

7 (D) The Board finds there would be parity between all dwelling approvals in the  
8 Exclusive Farm Use district if an expiration date for the pre-August 7, 1993 approvals  
9 were established.

10 (E) On December 1, 1997 and January 5, 1998, the Planning Commission held  
11 public hearings. Hearings before the Board of County Commissioners followed on  
12 February 12 and February 19, 1998. At each of the hearings all interested persons  
13 were given an opportunity to appear and be heard.  
14

## 15 SECTION II. AMENDMENT OF EFU DISTRICT

16 Multnomah County Code Chapter 11.15 is amended by adding subsections 11.15.2030  
17 through .2031 and amending 11.15.2032 as follows:

### 18 11.15.2030 Expiration of Certain Single Family Dwelling Approvals for 19 Applications Received Before August 7, 1993

20 The following provisions apply to all administrative and action proceedings involving  
21 discretionary land use decisions approving certain single family dwellings, as  
22 described in this subsection, for which applications and fees were collected before  
23 August 7, 1993:

24 (A) All single family dwellings approved as a residential use not in conjunction  
25 with farm use under the conditional use action proceedings provisions of MCC  
26

1       .2012(B)(3) then in effect, shall be subject to the permit expiration provisions and  
2       dates in effect at the time of approval as prescribed by MCC .7110(C).

3       (B)   Except as provided in MCC .2031, the following approvals for single family  
4       dwellings shall expire two years from the effective date of this ordinance :

5       (1)       All residences in conjunction with a farm use considered under the  
6       provisions of §3.103.2(c) Ordinance 100 or MCC .2010(C) for which  
7       applications were received between August 14, 1980 and February 19, 1990,  
8       and

9       (2)       All residences customarily provided in conjunction with an existing  
10       use considered under the provisions of MCC .2010(A) for which applications  
11       were received between February 20, 1990 and August 6, 1993.

12       **11.15.2031 Dwelling Approval Validation**

13       Approvals described in MCC .2030(B) shall continue to be valid if:

14       (A)   A dwelling has been constructed or placed on the property as approved prior  
15       to the effective date of this ordinance; or

16       (B)   The property owner applies for a determination of substantial compliance with  
17       the approved farm management plan. That determination shall be initiated and  
18       processed as follows:

19       (1)       Application shall be made on appropriate forms and filed with the  
20       Planning Director prior to two years after the effective date of this Ordinance;

21       (2)       The Planning Director shall find substantial compliance with the  
22       approved farm management plan, based on evidence provided by the  
23       applicant, if the activities provided for in the first two years of the farm  
24       management plan have been implemented.

1           (3)       If the applicant applies for a dwelling location other than that approved  
2                   by the management plan or an approved and active lot line adjustment, the  
3                   new location shall:

4           (a)       Satisfy all applicable setback and siting standards including MCC  
5                   .2016, MCC.6400 through .6425, MCC .6700 through .6735, and MCC  
6                   9.40, and

7           (b)       Be on a portion of the property with a soil classification of no higher  
8                   value than the original approved location.

9           (4)       Notices of the application and decision of the Planning Director shall  
10                  be mailed to all individuals entitled to notice as defined in MCC .8220(C).

11          (5)       The decision of the Planning Director shall become final at the close of  
12                  business on the tenth day following mailed notice unless a party files a written  
13                  notice of appeal. Such notice of appeal and the decision shall be subject to the  
14                  provisions of MCC .8290 and .8295.

15          (6)       If the Planning Director issues a determination of substantial  
16                  compliance, the property owner shall, within [one year] ~~180 days~~ of  
17                  the final date of that decision [or one year from the date of final  
18                  resolution of an appeal of the Planning Director's decision of  
19                  substantial compliance], apply for and obtain a building permit for  
20                  the dwelling under the permit regulations of the applicable government  
21                  issuer[.] [The property owner shall obtain a building permit for the  
22                  proposed dwelling within one year of application for that permit]  
23                  and continue to keep the building permit valid until completion of the  
24                  dwelling. Failure to obtain a building permit within the specified [one  
25                  year period, or the additional one year period allowed by MCC  
26                  11.15.2031(B)(7)] ~~180 days~~, [failure to continuously keep the

1                    building permit valid,] or failure to complete construction [or  
2                    placement] of the dwelling under the above described valid permit,  
3                    shall void the decision of the Planning Director.

4                    (7)        [The Planning Director may approve a singular, one year  
5                    extension to the time allowed for obtaining a building permit if the  
6                    property owner demonstrates that failure to obtain a building  
7                    permit was due to circumstances beyond the control of the  
8                    property owner and the property owner acted with due diligence  
9                    to obtain the building permit. Application for this one year  
10                   extension shall be made on appropriate forms and filed with the  
11                   Planning Director at least 30 days prior to the expiration of the  
12                   one year period following application for a building permit. The  
13                   Planning Director shall process the application pursuant to the  
14                   provisions of MCC 11.15.2031(B)(4) and (5).]

15        **11.15.2032 Permit Expiration of Applications Received on or after August 7, 1993**

16                All administrative and action proceedings involving discretionary decisions for which  
17                applications and fees have been collected on or after August 7, 1993, except land  
18                divisions and uses listed in MCC .2012, shall expire two years from the date of the  
19                Planning Director's or Hearing's Officer's decision in the matter, or two years from  
20                the date of final resolution of subsequent appeals, unless:

- 21                (A)     The project is completed as approved; or  
22                (B)     A building permit has been obtained and is continuing to be kept valid under  
23                the permit regulations of the applicable government issuer until completion of the  
24                construction, or  
25                (C)     The Planning Director determines that substantial construction or  
26                development has taken place. That determination shall be processed as follows:

- 1 (1) Application shall be made on appropriate forms and filed with the  
2 Director at least 30 days prior to the expiration date.
- 3 (2) The Director shall issue a written decision ~~on the application within 20~~  
4 ~~days of filing. That decision shall be~~ based on findings that:
- 5 (i) Final Design Review approval has been granted under MCC .7845 on  
6 the total project, if applicable; and
- 7 (ii) At least ten percent of the dollar cost of the total project value has been  
8 expended for construction or development authorized under a sanitation,  
9 building or other development permit. Project value shall be as determined  
10 by MCC .9025(A) or .9027(A).
- 11 (3) Notice of the Planning Director's decision shall be mailed to all parties  
12 as defined in MCC .8225.
- 13 (4) The decision of the Planning Director shall become final at the close  
14 of business on the tenth day following mailed notice unless a party files a  
15 written notice of appeal. Such notice of appeal and the decision shall be  
16 subject to the provisions of MCC .8290 and .8295.
- 17 (D) Uses listed in MCC .2012 shall expire two years from the date of the Board  
18 Order on the matter, or two years from the date of final resolution of subsequent  
19 appeals, unless one of the conditions of .7110(C) are met.
- 20  
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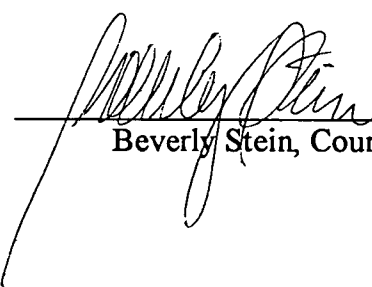
1       **SECTION III. ADOPTION**

2       ADOPTED this 2nd day of April, 1998, being the date of its third reading before the  
3       Multnomah County Board of Commissioners.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Beverly Stein, County Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

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23  
24

By   
Sandra N. Duffy, Chief Assistant County Counsel

25       4/2/98 revision

## ORDINANCE FACT SHEET

### **Ordinance Title:**

An Ordinance amending the Exclusive Farm Use (EFU) district to repeal the provisions of Ordinance 903, Expiration of Certain Single Family Dwelling Approvals for Applications Received Before August 7, 1993 under MCC 11.15.2030, and Dwelling Approval Validation under MCC 11.15.2031.

### **Give a brief statement of the purpose of the ordinance including rationale for adoption, description of persons benefited, alternatives explored:**

Repeal of Ordinance 903 is being considered because the substantive provisions do not ensure that the minimum state requirements to establish farm dwellings are met. Ordinance 903 was adopted on April 2, 1998, and was intended to place an expiration date on old farm management plan approvals, and to define how much of the approved farm management plan needed to be implemented in order to demonstrate that the property was currently employed for farm use. State law requires that a property must be currently employed for farming precedent to approval of a building permit for a dwelling in-conjunction with farm use. Ordinance 903 was appealed to LUBA and finally remanded back to the County after hearing by the Court of Appeals. The remand was based on defects in the procedural provisions for processing applications under Ordinance 903.

### **What other local jurisdictions have enacted similar legislation?**

Not applicable to this repeal proceeding.

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

Unknown if other Counties have legislation similar to the ordinance subject to this repeal.

### **What is the fiscal impact, if any?**

None identified.

### SIGNATURES

Person filling out form: Chuck Beasley

Planning and Budget (if fiscal impact): \_\_\_\_\_

Department Manager/Elected Official: KB Lantz, Nicholas

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON  
ORDINANCE NO. \_\_\_\_\_

An ordinance repealing Multnomah County Ordinance 903 pertaining to expiration periods for certain single family dwellings approved in Exclusive Farm Use Districts.

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

a. Procedure and Procedural History:

1. In the 1980s, several development companies acquired large tracts of farm and forestland in Northwest Multnomah County. They divided the tracts into approximately 20-acre parcels and, for land zoned as farmland, obtained approvals of farm management plans for "dwellings in conjunction with farm use."

2. In 1998, a case came before a prior Board involving such a permit. Opponents requested that the permits be declared invalid because they were nine years old and had never been implemented. The Board was reluctant to declare the permits invalid and requested an ordinance be drafted to void unimplemented pre-1994 farm dwelling permits unless, within two years of adoption, there was a determination of substantial implementation of the first two years of the farm management plans.

3. Ordinance 903 was appealed by opponents to LUBA. LUBA found that the notice provisions of the ordinance were invalid because they did not comply with state law. LUBA remanded the ordinance back to the County. That

LUBA decision was appealed to the Court of Appeals. The Court of Appeals affirmed LUBA.

4. The remand from LUBA of Ordinance 903 coincided with the appeals to the Board of three PRE applications.

5. The preliminary procedural question before the Board on those appeals was what effect the remand of Ordinance 903 would have on the three PRE applications on appeal before the Board.

6. Board options were to sever and apply the substantive provisions of Ordinance 903 to the subject applications; or, to not sever the valid and invalid provisions, treating the entire ordinance as invalid on account of the remand of Ordinance 903.

7. Oregon case law allows severance and application of the valid portions of an ordinance when a part of an ordinance is declared invalid, if the invalid portions are not "inseparably connected." *City of Portland v. Dollarhide*, 300 Or 490, 504 (1986).

8. There are no cases mandating a jurisdiction apply the valid portions of an ordinance where other portions were held by an appellate court to be invalid.

9. The Board exercised its discretion to not sever Ordinance 903 and apply the valid portions of Ordinance 903 because it found that those portions found valid by LUBA were inconsistent with state administrative rule OAR 660-05-030(4) (1986).

10. The Board determined, as a matter of policy and as a matter of state law, that land use decisions must be based on criteria at least as strict as state law requires.

11. The Board determined that repeal of Ordinance 903 and application of the more strict state criteria to future decisions was appropriate.

**Multnomah County Ordains as follows:**

Section 1. Repeal

Ordinance 903 is repealed.

FIRST READING: \_\_\_\_\_

SECOND READING AND ADOPTION: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

\_\_\_\_\_  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By *Sandra N. Duffy*  
Sandra N. Duffy  
Chief Assistant County Counsel

H:\data\adv\duffy\ordinances\Repeal Ord 903

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CLERK OF  
COUNTY COMMISSIONERS  
99 JUL 26 4:13:12  
CLERK OF  
WASHINGTON COUNTY  
OREGON

July 27, 1999

Beverly Stein, Chair  
Diane Linn, Commissioner  
Serena Cruz, Commissioner  
Lisa Naito, Commissioner  
Sharron Kelley, Commissioner  
1120 SW Fifth Avenue  
Suites 1515 and 1500  
Portland, OR 97204

Re: Repeal of Ordinance 903

Dear Chair Stein and Commissioners:

The proposed ordinance to repeal Ordinance 903 that will be before you this Thursday (July 29) contains a legal finding that is contrary to the position taken by the board at your hearing June 10, 1999. The finding is unnecessary and should be deleted from the ordinance.

The legal finding concerns the 1986 Oregon Administrative Rule (OAR 660-05-030) that was discussed at the board's June 10 hearing. At that hearing, in response to a request for clarification that I made on behalf of Western States, the board expressly acknowledged that it was not taking any position regarding the 1986 OAR or whether or not the rule would apply to the new applications Western States would be submitting. Chair Stein stated that "our process is to have the hearings officer make the original decision which is then appealed to us and then we can make [the determination]."

As the transcript of the June 10 hearing makes clear, the board voted to deny Western States' three applications and to subsequently repeal Ordinance 903 because of LUBA's determination that Ordinance 903 contains procedural defects. Yet the ordinance repealing Ordinance 903, as currently drafted, would have this board make the finding that Ordinance 903 is also being repealed because it violates the 1986 OAR.

\*Also Admitted To Practice In Washington \*\*Also Admitted To Practice In California

\*\*\*Admitted to Practice in Utah Only ++Also Admitted To Practice In Washington and Montana +Also Admitted to Practice in Alaska

Beverly Stein, Chair  
July 27, 1999  
Page 2

The resolution of the legal questions about the 1986 OAR could significantly affect Western States' rights. The answer to those questions should be determined through the county's regular process. It is premature for the board to adopt any findings about the OAR until Western States has had an opportunity to submit the new applications and present the case, with a supporting legal memorandum, to the county's hearings officer. The issues can then be brought before this board on appeal if necessary. By slipping the findings about the 1986 OAR into the repeal ordinance, the process has been unfairly short-circuited to Western States' distinct disadvantage.

Western States' rights have already been prejudiced in this same manner. The final order denying Western States' three applications adopted by this board on June 17 included a similar finding indicating that the denial was also based on the 1986 OAR, rather than just on LUBA's remand decision. I did not appear at that hearing because neither Western States nor my office was given an advance copy of the final order nor were we even notified of the hearing date for adoption of the final order.

According to a transcript of the June 17 hearing, several commissioners commented that they too had just received the final order and had not had an opportunity to review it. The following is an excerpt from the transcript of that hearing:

Comm. Naito: This is just the adoption of the final order that we did adopt last week?

Sandra Duffy: Yes it is.

\* \* \*

Comm. Cruz: I just want to make sure that we're not stating that we found anything about the underlying farm management plans.

\* \* \*

Comm. Naito: To me it looks like it's all based on Ordinance 903.

Comm. Linn: That's what it looks like to me too. Approval of the ordinance because we . . . repealed 903.

\* \* \*

Beverly Stein, Chair

July 27, 1999

Page 3

Comm. Naito: It's really all related to 903, the Ordinance 903. . .

Sandra Duffy: That's right. . .

Comm. Naito: Is that correct in that we based our decision based on the fact that that ordinance had been declared partially invalid by the state? Okay.

Comm. Linn: Okay, are we ready to vote?

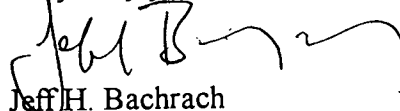
It was never pointed out to the commissioners that the order contained a finding about the 1986 OAR, despite the fact that the board said at the June 10 hearing it was not making any determination about the relevance or interpretation of the OAR.

If you go forward with the repeal of Ordinance 903, I would urge you to please make clear that you are doing so solely because of LUBA's remand decision and not because of any determinations you have reached regarding the 1986 OAR. That is the position set out by this board at the June 10 hearing.

Assuming that is still the board's position, then I would also ask that you reconsider the final order adopted on June 17 (No. 99-113) and delete finding 4(b), which contains a conclusion about the 1986 OAR. If finding 4(b) remains of record, then my client's rights will have been compromised without the benefit of a public notice or public hearing.

Thank you very much for your attention to this matter.

Very truly yours,



Jeff H. Bachrach

cc: Western States Development Corporation  
Thomas Sponsler

_____	Notices
5	Decision Notices
mailed on	6/24/99
by	SH

BEFORE THE BOARD OF COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

Applications by Western States  
Development Corp. for the validation of  
farm management plans.

PRE 16-98, 17-98 and 18-98

FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
FINAL ORDER

99-113

MULTNOMAH COUNTY  
PLANNING SECTION

99 JUN 18 AM 11:12

RECEIVED

The Multnomah County Board of County Commissioners (the Board) hereby denies the applicant's request for validation of its farm management plans under Ordinance 903. Validation of the plans was sought as a prerequisite for building permits for dwellings in conjunction with farm use on the subject parcels.

I. PROCEDURE AND PROCEDURAL HISTORY:

In the 1980s, Western States Development Corp. (Western States), as well as others, acquired several large tracts of farm and forestland in Northwest Multnomah County. It divided the tracts into approximately 20-acre parcels and, for land zoned as farmland, obtained approvals of farm management plans for "dwellings in conjunction with farm use" in 1989.

In 1998, a case came before a prior Board involving a similar permit. Opponents requested that the permits be declared invalid because they were nine years old and had never been implemented. The Board was reluctant to declare the permits invalid and requested an ordinance be drafted to void unimplemented pre-1994 farm dwelling permits unless, within two years of adoption, there was a determination of substantial implementation of the first two years of the farm management plans.

Ordinance 903 was appealed by Rochlin/Foster to LUBA. LUBA found that the notice provisions of the ordinance were invalid because they did not comply with state law. LUBA remanded the ordinance back to the County. That LUBA decision was appealed by Western States, as an Intervenor, to the Court of Appeals. The Court of Appeals affirmed LUBA.

The three PRE's on appeal before this Board were filed with the Planning Department after the LUBA decision but before the Court of Appeals decision.

The preliminary procedural question that was before this Board on June 10, 1999, was what effect the remand of Ordinance 903 would have on the three PRE applications on appeal before this Board.

## II. APPLICATION OF ORDINANCE 903 TO THESE APPLICATIONS:

Board options were to sever and apply the substantive provisions of Ordinance 903 to the subject applications; or, to not sever the valid and invalid provisions, treating the entire ordinance as invalid on account of the remand of Ordinance 903.

Oregon case law allows severance and application of the valid portions of an ordinance when a part of an ordinance is declared invalid, if the invalid portions are not "inseparably connected." *City of Portland v. Dollarhide*, 300 Or 490, 504 (1986).

However, there are no cases mandating a jurisdiction apply the valid portions of an ordinance where other portions were held by an appellate court to be invalid.

## III. FINDINGS AND DECISION:

We noticed a hearing on the appeals of applicant and opponents Rochlin/Foster in the above-referenced matter for June 10, 1999. The Clerk of the Board called the item at the appointed time.

As a preliminary matter, we heard an explanation by County Counsel on our options on how to deal with Ordinance 903 in these appeals.

We find the following:

- (1) That the Board has the legal discretion to sever and apply the portions of Ordinance 903.
- (2) That the Board has the legal discretion to not sever Ordinance 903.
- (3) We exercise our discretion to not sever and apply the portions of Ordinance 903 that were found to be valid.
- (4) The reasons we rely upon for not applying any of the provisions of Ordinance 903 include:
  - a) The notice provisions of Ordinance 903 are invalid by a decision of LUBA (Case No. 98-067) and affirmed by the Court of Appeals (Case No. CA 104562 (Control)) because they are inconsistent with state statutory requirements.

b) The substantive provisions of Ordinance 903 set out criteria for validation of previously approved (pre-1993) farm management plans that are less strict than OAR 660-05-030(4) (1986). This OAR was in effect at the time of the original approvals of the farm management plans and required that the day-to-day activities on the subject land be principally directed to the farm use of the land. It is likely that the criteria of Ordinance 903 are insufficient under state law because they do not assure compliance with this OAR. This matter was not decided by LUBA in the appeal of Ordinance 903 but could be an issue in any case where the remaining provisions of Ordinance 903 are used as criteria in a land use application.

c) This Board, as a matter of policy, has determined that its land use decisions must be based on criteria at least as strict as state law requires.

d) This Board declares that for purposes of these appeals that the provisions of Ordinance 903 should not be applied to these applications.

e) The Board has directed staff to place on the Board agenda, after proper notices, the repeal of Ordinance 903.

(5) We deny the applications of applicant because they were made under Ordinance 903; the criteria of Ordinance 903 were applied by the staff and the Hearings Officer; and, those criteria are not applicable to a determination of sufficient day-to-day farm use of the land for a dwelling in conjunction with farm use.

(6) The appeals of opponents Rochlin/Foster are moot.

(7) The appeals of applicant are moot.

IV. CONCLUSION

Based on the foregoing Findings of Fact and Conclusions of Law, we hereby deny the applicant's request for validation of the farm management plans approved in 1989 for PRE 16-98, 17-98 and 18-98.

IT IS SO ORDERED this 17th day of June, 1999.

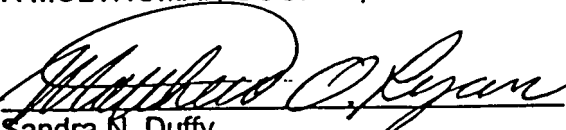


BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY COUNSEL  
FOR MULTNOMAH COUNTY, OREGON

By   
Sandra N. Duffy  
Chief Assistant County Counsel

H:\data\lit\Duffy\Western States\Findings

## SPEAKER SIGN UP CARDS

DATE 7. <sup>29</sup> 99

NAME Susan Hattaway Maxer

ADDRESS 2136 14<sup>th</sup> 22  
97212

PHONE 823-5247 (day)

SPEAKING ON AGENDA ITEM NUMBER OR  
TOPIC Library

GIVE TO BOARD CLERK

MEETING DATE: JUL 29 1999  
AGENDA #: R-7  
ESTIMATED START TIME: 10:10

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Hollywood Branch Library Board Order Exemption to Use Request for Proposal

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 29, 1999

AMOUNT OF TIME NEEDED: 15<sup>30</sup> - 20 Minutes Requested  
By Ginnie Cooper

DEPARTMENT: Library DIVISION: Directors Office

CONTACT: Ginnie Cooper TELEPHONE #: 85403  
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Ginnie Cooper/ Larry Dully/ Dave Boyer

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Hollywood Branch Library Board Order Exemption to Use Request for Proposal

8/6/99 copies to Ginnie Cooper &  
Franca Hawthorn & Dave Boyer

#### SIGNATURES REQUIRED:

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

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 21 AM 10:56  
MULTICOUNTY  
OREGON



# MULTNOMAH COUNTY, OREGON

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## DEPARTMENT OF SUPPORT SERVICES

### COUNTY COMMISSIONERS

BEVERLY STEIN, CHAIR  
DIANE LINN, DISTRICT #1

DIRECTORS OFFICE  
ACCOUNTS PAYABLE

PORTLAND BUILDING  
1120 SW FIFTH AVENUE, SUITE 1430

CONTRACTS  
MATERIEL MANAGEMENT

FORD BUILDING  
2505 SE 11<sup>TH</sup> 1<sup>ST</sup>  
FLOOR

SERENA CRUZ, DISTRICT #2  
LISA NAITO, DISTRICT #3  
SHARRON KELLEY, DISTRICT #4

GENERAL LEDGER  
PAYROLL  
TREASURY  
LAN ADMINISTRATION

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FAX (503) 248-3292

PURCHASING

PORTLAND, OR 97202  
PHONE (503) 248-5111  
FAX (503) 248-3252  
TDD (503) 248-5170

---

## MEMORANDUM

TO: Board of County Commissioners

FROM: Ginnie Cooper, Director of Libraries

John Thomas, Assistant County Counsel

David Boyer, Finance Director

DATE: July 21, 1999

REQUESTED PLACEMENT DATE: July 29, 1999

SUBJECT: Mixed-Use Request for Proposal to Develop the Hollywood Branch Library with Housing

---

### I. Recommendation / Action:

Approve the Board Order authorizing an exemption to use the Request for Proposal process as an alternative selection process to select a developer to be part of the team to design and develop the Hollywood Branch Library and mixed income housing as part of a mixed-use facility.

### II. Background / Analysis:

In 1996, the voters approved a bond issue for the library that included funds for the renovation of branch libraries with special emphasis on four heavily used, undersized branches. The report on plans for spending the money made to County Commissioners in February of 1998 included construction of new, larger libraries to replace branches in Hollywood and Hillsdale.

In the fall of 1998, the County purchased a 30,000 square foot site for the new Hollywood branch. The site is 200 feet in length on the south side of Tillamook Street and 150 feet deep along 40<sup>th</sup> and 41<sup>st</sup> Avenues. After the site was selected for this new branch, City officials and County Commissioners expressed an interest in building this branch as a mixed-use facility, preferably with housing above the library. The Library engaged The Dully Company, a real estate consulting and development firm, to examine the feasibility of mixed-use development in conjunction with the new Hollywood Branch.

The objective of mixing uses is to support the growth and development of the Hollywood Town Center. The town center concept would intensify land uses and create a livable area by providing multi-story buildings with services, housing and employment in close proximity to each other with good access to the public transit systems.

Mixed-use projects are more difficult to design, finance, construct and operate than single purpose projects. Public agencies and private developers more typically build single purpose projects. The public money for this project library is in the bank. Market- rate housing with one source of financing can usually be obtained within six months. Mixed-income housing, using a limited array of public financing tools can be obtained within a year. More complex, mixed-use projects, which use all the affordable housing financing tools, can take up to approximately 31 months to secure City and State financing and Federal Tax Credits.

We propose to seek a developer who will join the county team of facilities and library staff as well as the library's architect, Thomas Hacker and Associates. Our challenge is not only to build housing which is an asset to the neighborhood and the fine library this neighborhood expects, but also to construct a landmark project, a civic building to inspire pride in our community's accomplishment and confidence in the County's ability to manage mixed-use projects.

As part of this development project, the developer will construct a 13,000 square foot, one story library with an entrance on Tillamook or 42<sup>nd</sup> Avenue. We anticipate the library will be approximately 20 feet in height. The property is zoned CS – Storefront Commercial. No off-street parking is required in this zone. Short-term on street parking can be accommodated on three sides of the site. The height limit in this zone is 45 feet, which could allow for 3 residential stories above the library. In terms of the skin of the building and interior library spaces, our plan is to build a high-quality, 100-year building, consistent with work at other library branches.

The County intends to allow flexibility and encourages innovation in the development of the project.

Attached is the detailed Hollywood Branch Library Mixed-Use Feasibility Analysis prepared by Larry Dully.

### III. Financial Impact:

The financial impact is detailed in the Hollywood Branch Library Mixed-Use Feasibility Analysis Report. Costs of the library facility will be paid by the Library Bonds issued in 1996. The non-library portion of the development will be financed by the developer or combination of other financings available to the developer.

Additional costs may be incurred by developing this as a mixed-use facility. However, these additional costs may be offset by selling the development rights to the land. It is anticipated that the sale of development rights will cover the County's additional costs. All costs will not be known until the Developer has been selected and a definitive agreement has been negotiated.

On behalf of this project, the Library applied to P.D.C. (Portland Development Corporation) for innovative housing funds in the amount of a low interest (3%) loan of \$925,000. The PDC staff has recommended reserving \$500,000 for this project., These funds will be available to the successful developer.

#### IV. Legal Issues:

PCRB Rule 10.085 allows the Public Contract Review Board to grant an exemption to use the Request For Proposal process as an alternative selection process. The County needs to ensure that the General Obligation Bond proceeds are used appropriately. The County expects to use outside legal advice to assist in the negotiation of the development agreement and the preparation of the specialized condominium documents.

#### V. Controversial Issues:

Issues that need to be considered are the physical quality of library facility, construction management, costs and timelines associated with various mixed-use arrangements compared to building a stand alone library facility. All of these issues are discussed in the Feasibility Report. Other issues are detailed in the Feasibility Study.

#### VI. Link to Current County Policy:

Is consistent with the Mixed-Use Resolution adopted by the Board.

#### VII. Citizen Participation:

The plans to construct a mixed-use building to house the Hollywood Library were discussed at length at a public meeting at Hollywood Library on June 21, 1999. There have been more limited discussions of this issue at earlier library public meetings at Hollywood and Hillsdale. A Hollywood Library Advisory Committee has been recruited, and is eager to be involved in this project. They will meet regularly after the developer is selected. The Library Board has also discussed these plans.

#### VIII. Other Government Participation:

City of Portland, Portland Development Commission.

## **Hollywood Branch Library Mixed Use Market Feasibility Analysis**

**July 20, 1999**

### **1. Charge**

#### **Background on Hollywood Branch**

In 1996, the voters approved a bond issue for the library that included funds for the renovation of 13 branches and construction of two new branches in Hollywood and Hillsdale.

In the fall of 1998, the County purchased a 30,000 square foot site for the new Hollywood branch. The site is 200 feet in length on the south side of Tillamook Street and 150 feet deep along 40<sup>th</sup> and 41<sup>st</sup> Avenue. See Attachments A & B. During the site selection process for this new branch, City officials and County Commissioners expressed a desire to build this branch as a mixed-use facility, preferably with housing above the library. The County engaged The Dully Company, a real estate consulting and development firm, to examine the feasibility of mixed-use development in conjunction with the new Hollywood Branch.

#### **Basic Library Program**

The County will construct a 13,000 square foot, one story library with an entrance on Tillamook or 41<sup>st</sup> Avenue. It will be approximately 20 feet in height. The property is zoned CS - Storefront Commercial. No off-street parking is required in this zone. Short-term on street parking can be accommodated on three sides of the site. In addition, approximately 15 on-site parking spaces are desired. It is possible to make arrangements to share these spaces with other uses after 9 p.m. and prior to 10 a.m. The height limit in this zone is 45 feet, which would allow for 3 stories of residential above the library.

#### **Mixed Use Objectives**

The objective of mixing uses is to support the growth and development of the Hollywood Town Center. The town center concept would intensify land uses and create a livable area by providing multi-story buildings with services, housing and employment in close proximity to each other with good access to the public transit systems. Twenty-four hour bus service is available on Sandy Boulevard two blocks south of the site. The Hollywood light rail station is located three blocks of south of the site.

Mixed-use projects are much more difficult to design, finance, construct and operate than single purpose projects. Public agencies and private developers typically build single purpose projects. The library is funded. Market-rate housing with one source of financing can usually be obtained within six months. Mixed-income housing, using a limited array of public

financing tools can be obtained within a year. More complex, mixed-use projects which use all the affordable housing financing tools can take up to 18 months to secure City and State financing and Federal Tax Credits. The mixed-use developer would finance the cost of securing funds for the design and construction of the housing component.

Attachment C - Mixed Use Cost Analysis, estimates the costs to develop a library and the incremental costs associated with the housing.

Attachment D - Project Schedule, contains three estimates of the time to select a developer and negotiate an agreement to build a library with a mixed income housing project, plus an estimate to design and construct a library without housing.

Attachment D -1 shows the 18-month period it would take to design and construct a single use library. Attachment D-2 shows the shortest time period, or best case, 24 months that it would take to design, secure financing and construct a library with housing. Attachment D-3 shows the longest time period, with a highly qualified developer, it would take to design, finance and construct a library with housing which is 31 months. The more likely case is shown in Attachment D-4 that shows a 26-month period until the project is completed

A mixed income project is defined as a mix of market rate housing, affordable housing and housing that is affordable to persons earning less than 60% of the Portland Area Median Family Income. Competition for housing funds is fierce. While there is interest in this project from housing finance agencies, there is no assurance that the County's developer could secure the amount and terms of housing financing to make the project feasible. In a Development Agreement, the County and the developer would establish deadlines, which would allow the library and or the developer to proceed to construct the project without housing if adequate financing for the housing cannot be obtained in accordance with the schedule.

### **Key Recommendations**

It is important that the library begin construction soon, because the purchasing power of the 1996 bond sale diminishes as construction costs increase. To create a successful and timely mixed-use project several things should happen:

1. At least 40 to 50 housing units should be provided on top of the library. This is large enough to create a viable project with significant private financing, but small enough to avoid the cost of underground parking. For market rate housing to generate the rents necessary to cover costs, approximately one off street space per unit will be required. Based on very preliminary library design, 42 spaces total will be possible on this site. Due to the purchase agreement with Dania Furniture, 9 spaces are reserved for Dania use. If the library needs some of these units for exclusive library use, the number of market rate units could be reduced.

2. The City of Portland, through the PDC should provide a demonstration secondary loan fund from the Innovative Housing component of the Housing Investment Fund for this project of approximately \$500,000 - \$925,000 as a resource for potential developers. This could cover the revenue gap between the rents generated by the project and the cost of financing. This financing would also cover the incremental cost of a post-tensioned concrete deck on top of the library, which is necessary to create a fire separation between the housing and the library and a structural foundation for the housing. It would also cover the incremental cost of upgrading the exterior materials of the housing. The exterior materials of the housing atop the library must be compatible with the durability and quality of materials that will be used on library.

If the City created an adequately funded, single source of gap financing consisting of a low-interest, deferred payment loan, the County and the selected developer could proceed in a timely manner. Limiting the number of financing sources and utilizing a source of funds that is tailored to the unique requirements of the first library/housing mixed use project will increase the likelihood that the project can be undertaken in a timely and cost effective manner. If the City is unable to provide the necessary additional housing financing for this project, or if this project is not given special priority by the City or County, it may be necessary to proceed with a conventional library project to meet the County's mandate to construct a high quality library in a timely manner.

## *2. Summary of Development Program Alternatives*

Based upon initial discussions with County staff, planners and developers, a number of alternatives could be pursued.

### *Option 1 - County builds a traditional branch library.*

General Features: This would contain a 13,000 square foot, one story building along Tillamook Street, with parking behind or south of the building with parking access from 40<sup>th</sup> or 41<sup>st</sup> Avenue and 4,000 to 5,000 square feet that could be used for a plaza, additional off-street parking or possibly service retail related to the library.

Developer: County Facilities Management

Timing and Cost: The County's architect would prepare schematic and final plans in 8 months; the County would authorize bid and award the construction contract to the lowest bidder in 1 month. Construction would take 12 months. Total construction cost for library features only: \$1,950,000. The County would own all the land and the library.

Issues for County: Dania has an easement to nine parking spaces with access from 41<sup>st</sup> Avenue. Otherwise this is the traditional approach for successfully designing and building public buildings.

Issues for Developers: Developers are not involved.

*Recommended Option 2 – Developer builds Library with Housing*

General Features: A library with up to three stories of mixed-income housing above the library. Additional ground floor space is available for a housing lobby and related uses. Lack of one off-street parking space per unit is the biggest obstacle to developing mixed income housing on this site. Some housing developers have stated they are interested in the project only if Dania's parking can be moved and if they can get between .75 and 1 parking space per market rate housing unit. Conventional lenders will require this level of parking as a condition of loan approval.

Developer: A private or non-profit developer who is responsible for managing the design and construction of the entire project, but designs and builds the library to the County's specifications. The County would buy the completed product from the developer. See sections below for information on necessary design and construction quality control.

Timing and Cost: Depending upon the source of housing finance used by the developer, this project could be under construction within ten to eighteen months from the selection of the developer. Unlike the County, who already has the funds to build the library, the developer will need to secure financing for the housing before any construction can commence.

Developer Selection Criteria

1. Proven ability of the development team to successfully develop and manage high quality public facilities and mixed-income housing in an urban setting. Ability to work with public agencies, neighborhoods and business organizations. Weight: 25%
2. Approach and ability to cooperatively integrate the design of the library and housing; to complete plans and cost estimates to keep the project on schedule. Weight: 25%
3. Ability to provide necessary project equity and secure construction and permanent financing utilizing a variety of funding sources for the project. Weight: 25%
4. The quality and cost of project management services provided to the County to carry out the project and the preliminary amount offered to the County for the air rights. Weight 25%

The County has yet to design the library. The developer will work in partnership with the County to manage the project, refine plans, secure housing financing and coordinate construction. The developer should be selected based upon qualifications and a preliminary business proposal based on experience in similar projects.

### Developer Selection Approaches

Unlike the City of Portland and the Portland Development Commission, other than the Downtown Justice Center, the County has not been involved in the design and construction of a mixed-use project, which is owned by several parties. The County has several options to select a developer. Option 1 – Direct County selection and negotiations is recommended.

1. County Negotiations: The County Commission authorizes Purchasing on behalf of the Director of Libraries to issue a RFP to select the developer and exempt the project from competitive bidding requirements. It may utilize a Developer/General Contractor through an alternative contracting process as authorized under ORS 279.015 and make the necessary findings that this procedure will not diminish competition and that it will result in substantial cost savings. The Director of Libraries should be authorized by the County Board to make timely decisions and enter into agreements on behalf of the County consistent with the provisions and requirements of the RFP. She would be supported by a real estate consultant and land use attorney experienced in public/private developer selection and negotiation of agreements, the County Finance Director, Assistant County Counsel who is very experienced in public/private real estate transactions, a Senior Project Manager in Facilities Management and the Library's architect Thomas Hacker. An attorney and surveyor who specialize in creating condominium parcels and operating agreements will also need to be retained by the County.
2. The County investigated retaining PDC to select the developer and work with the Director of Libraries to carry out the project. PDC is experienced in developer selection and is the City's housing finance agency. However, PDC is busy and would hire a consulting project manager to carry out this work. PDC would charge the County for these services. Under this approach, the County and PDC would first enter into an agreement to retain PDC and for PDC to hire a consultant. Since there is no cost or time savings this option is not recommended. PDC and the County staff concur.

The County would prepare and distribute a Request for Proposals, allow time for responses, evaluation and selection. The basic policy and program information needed for the RFP is contained in this analysis and the attached RFP. The schedule for developer selection is 2-3 months and is detailed in Attachment D.

### *3. Library and County Information*

#### **Site Information**

#### *Neighborhood Planning Issues*

The site is currently zoned CS – Storefront Commercial. This zone allows for uses such as a library, retail, office or housing. The height limit is 45 feet, which could allow for three floors of housing above a library. The building on the site must cover at least 50% of the site area.

No building setbacks, landscaping or off-street parking is required. As a part of the Hollywood District Study there is some discussion of re-zoning the land in the future to require housing as well as commercial uses.

### ***Zoning & Permitting***

Land Use Approval Process – All of the alternative uses appear to comply with the Zoning Code. Design review is not required in the Hollywood District but all library buildings are subject to a conditional use permit. The Neighborhood Plan is scheduled for adoption next year. If this project is delayed, there is a risk that the land use and zoning rules could be modified which could cause costly redesign if the applications for the full project are not complete at the time of adoption.

Time for Building Permit – Allow 6 months to receive a full building permit. Permits can be issued on phased basis i.e. first excavation and foundation, then structural etc. This is not advisable or recommended for a project with limited financing options and a tight budget.

Dania Easement – As a condition of the County's purchase of the 5,000 square foot parcel on the Southeast portion of the site, the land contains an easement which requires the County to construct nine parking spaces for exclusive use by Dania. These spaces must be accessible from 41<sup>st</sup> Avenue.

### **Library Program Requirements**

#### ***Size, Entrance, and Loading***

The library will be 13,000 square feet, on one level. Typically the entrance is in the middle of the building with the book processing facility immediately adjacent to the entrance. Space for a 25' delivery truck to load and unload books is needed convenient to the book processing area.

#### ***Parking***

The existing library has no off-street parking. The new library should have some off-street spaces for library visitors. The site can accommodate a total of about 42 street level parking spaces along the south side of the site. The zoning for the site, CS or Storefront Commercial requires no off-street parking. However, if parking is provided, it must be landscaped.

The library is estimated to generate 690 patron visits a day. Under one calculation, the library would need 15 parking spaces to meet the average demand throughout the day. It appears that the street frontage along 40<sup>th</sup>, Tillamook and 41<sup>st</sup> directly adjacent to the site will accommodate about 18 cars. The City could change the time limits to some of the spaces from 2 hours to 1 hour. To ensure especially high uses and turnover it could create spaces adjacent to the entrance with a 15-minute limit. This would allow patrons to drop off books or pick-up-reserved books and leave quickly. In sum, it appears on-street parking, with parking

## *Hollywood Library Mixed-Use Market Feasibility Analysis*

*July 20, 1999*

*Page 7 of 13*

management, and some off street parking could provide adequate access for library visitors, except for peak periods of use.

### *Exterior Materials*

The exterior materials of the library shall be primarily brick, glass, stone, pre-cast concrete, cement plaster (traditional stucco) or cast in place concrete. Use of concrete masonry units may also be possible in limited areas.

The exterior materials of the housing shall be durable and complementary to the library, primarily brick, glass, stone or pre cast concrete, cement plaster or horizontal wood siding. However, no synthetic stucco or plywood is allowed. Wood siding is ~~ok~~ allowed in interior locations.

### *Design and Construction Quality Control*

The Library has selected Thomas Hacker and Associates (THA) to design all of the 13 library branches, including three new buildings. In absence of a mixed-use project, the County planned to have THA prepare the plans and specifications; the County would put the project out to bid and select the contractor based upon the lowest bid to the County.

If a mixed-use project is undertaken, the County's architect, THA, will design the library and provide design advice to the County over the exterior of the housing in concert with the selected developer. To ensure that the housing is integrated with the library, the library staff would prefer that THA design the entire project. Under this approach, the developer could retain THA as the project architect and another architect as a housing consultant. Under another approach; the developer could have THA prepare design drawings for the library and a housing architect prepare design drawings for the housing portion of the building, with one of the firms designated as architect of record responsible for all the construction documents and specifications.

The Developer will manage the design and construction of the entire project. One contractor would build the entire structure with costs allocated between the library and non-library components. . Except as exempted by a proposed public bidding exemption the library component of the Project will be subject to all applicable state law and County ordinances and rules relating to public contracts, including, but not limited to payment of prevailing wage rates, workers' compensation coverage and state contractor registration.

Project Funding – Since library funds can be used only for the library, the developer will be responsible for financing all of the non-library improvement, including the incremental cost to build a structural slab in lieu of a standard roof over the library. The Library applied for \$925,000 in PDC Innovative Housing Funds for this project. PDC has granted a reservation of \$500,000.

## **Real Estate Issues and Mixed-Use Ownership**

The County must establish a two unit commercial condominium for the 30,000 square foot parcel if a mixed-use project is to be built and financed. To qualify as a commercial condominium under Oregon Law, owner occupied units would be prohibited. At a minimum, the County will retain ownership of the library footprint (and probably the Dania parking easement area). Other portions could be sold, if desired, with a series of covenants, conditions and restrictions regarding use, access, maintenance, alterations and sale of the housing parcel. An experienced condominium attorney will be retained by the County to define the parcel and the rights and responsibilities of the various parties. More information is needed on the time and approvals required preparing and approving the condominium plat.

The condominium declaration will spell out respective responsibilities between the two condominium units such as cleaning and maintenance of exterior areas such as the sidewalks, entrances, parking and landscaping, window cleaning and trash collection and delivery areas. Administration of this agreement could be assigned to the developer's property management firm.

The County should establish a minimum price of \$250,000 for the transfer of development rights, which are subject to negotiation upward, but cover at least the County's cost to select the developer and negotiate definitive agreements.

## **Private Development Opportunities**

If the library were not in this location, it appears that the highest market demand in this location, measured by comparable sales prices per square foot, would be for condominiums followed by market rent apartments. Rowhouse condominiums generally require attached parking which would be difficult to construct with the library occupying a large portion of the street level of the site.

## **Use of Library Bond Proceeds**

Library bond proceeds can only be used for library land acquisition, construction and associated soft costs necessary to design, finance and secure approvals to build the branch library. Increased costs for foundations, walls and roofs to support the housing would be accounted for and funded from other sources.

## **4. *Competitive Market Conditions***

### **Retail – recent rents, vacancies, new projects.**

According to Grubb and Ellis, in early 1999, average asking retail rents for NE/N Portland specialty and strip centers are \$12.00 and \$13.84 per square foot per year, Triple Net. The

respective vacancies are 14% and 18%. A new strip center has been constructed on Sandy Boulevard just west of the Freeway. There is interest by destination retailers in the area. Trader Joe's and QFC Markets are said to be pursuing potential sites in the district.

Substantial residential areas with excellent buying power surround the Hollywood District. But the district faces strong retail competition from the Lloyd District that has a concentration of major retailers, offices, small shops and restaurants on Broadway and Weidler near 15<sup>th</sup>. These facilities have direct and convenient automobile access from adjacent neighborhoods. In the Hollywood District, customer access to and from the area is limited and sometimes indirect from Broadway and Sandy Boulevard. Hollywood also lacks reasonably sized and well-located retail parcels of land, which are available for development. For this locations developers could assume a triple net rent of \$8-10 per square foot for preliminary financial analysis.

#### **Office – recent rents, vacancies, new projects**

According to Grubb and Ellis the average asking rent for Class B and C office space in NE/N Portland are \$15.46 and \$10.55 per square foot. The respective vacancy rates are 4.4 % and 12%. Class B offices have moderate finishes and adequate building systems with average rents for the area. Class C offices are typically older buildings with few amenities. Class C buildings compete for tenants requiring functional space at below average rents. Grubb and Ellis states that in NE/N Portland, no privately owned leaseable offices over 10,000 square feet of rentable area are under construction, planned or proposed.

The Hollywood District does not have a large inventory of leaseable office space. There are neighborhood service uses such as real estate office, title companies, small professional offices and small business offices. According to Township Properties newer space commands \$13 to \$15 per square foot for a triple net lease. Office uses like off-street parking with about 3 spaces per 1000 square feet of office. Developers could assume a triple net rent of \$8-10 per square foot for preliminary financial analysis.

#### **Residential**

*For Sale Housing* –recent prices, absorption, new projects. Hollywood Townhomes, seven condominiums located on Tillamook between 39<sup>th</sup> and 40<sup>th</sup> Avenue, were completed in May of 1998. According to Donna Rueff with Windermere Cronin & Caplan realty Group, all the units were sold by December. The sales prices were approximately \$190,000 or \$115 per square foot. Other sales include 2011 NE Clackamas at \$85,000 or \$147 per square foot to 6731 NE Broadway at \$90,000 or \$85 per square foot. Asking prices for new condominiums include Irvington Place at 11<sup>th</sup> and Schuyler of \$245,000 or \$157 per square foot

*Market rate rental housing* –recent rents, vacancies, new projects. The following information on vacancies, current rents was provided by Marathon Management, Inc. in early 1999. They

have an extensive apartment database for the Portland Metropolitan area. The table below compares Marathon's information for the Central Northeast Portland Area with the Multnomah County area. Central Northeast is generally between Burnside Street and the Columbia River, 39<sup>th</sup> and 82<sup>nd</sup> Avenues.

Market Rate Rental Housing: Conditions and Trends

<u>Item</u>	<u>Central NE Portland</u>	<u>Multnomah County</u>
Vacancy rates, PGE	5.8%	
Rent Increase 1996-1997	4.0%	3.5%
Rent Increase 1997-1998	6.1%	3.0%
Av. Rent/Sq. Ft. 1997-98	.69 cents	.76 cents
Av. Studio Rent	\$376	\$461
Av. 1 BR/1 Bath Rent	\$503	\$550
Av. 2 BR/1.5 Bath Rent	\$719	\$729
Sale Price of Apts./Sq. Ft.	\$44.50	\$49.50
No. of Market Rate Apts.	1561	43,000
No. of Subsidized Apts.	1028	13,692
No. of Planned Market & Subsidized Apts. (10-97)	304	7460

Comparable rents in the Hollywood area include: Hollywood Terrace at 4650 NE Hancock which has one bedroom units which rent for \$575 or 93 cents a square foot for a one bedroom apartment and \$675 or 76 cents a square foot for a two bedroom apartment. The Hollywood Town House Apartments at NE 42<sup>nd</sup> and Halsey rents for \$700 or 89 cents a square foot for one bedrooms and \$800 or .82 cents a square foot for two bedrooms. Marathon thought the best new comparable was The Cornerstone at NE 7<sup>th</sup> and Halsey which is being completed. One-bedroom units rent for \$725 or \$1.12 a square foot and \$905 or \$1.03 a square foot for a two-bedroom unit.

Marathon Management, Inc did a Preliminary Market Study for a new market rate apartment project at the NE 40<sup>th</sup> and Tillamook site. If the project had opened in December 1998, Marathon recommended market rents for a one-bedroom apartment at \$725 or \$1.12 per square foot. Rents for a two-bedroom apartment were recommended at \$905 or \$1.03 per square foot. Some reviewers thought these rents were aggressive.

### *Subsidized Affordable Housing*

Rents, vacancies, new projects. There is limited data on the rents for affordable housing in the Central Northeast Area, which include the Hollywood area. Recent projects in Inner Northeast Portland include: Albina Corner at NE Martin Luther King Boulevard and San Rafael. It contains 47 units. Rents for one bedroom apartments are \$423-\$575 or .76 to .95 cents per square foot. Two bedroom apartments are \$589-637 or .55 to .78 cents per square foot. The Lindsey Anne Apartments at NE 57<sup>th</sup> and Prescott contain 18 units. Rents for one

bedroom apartments are \$540 or 75 cents per square foot. Two bedroom apartments rent for \$645 or 74 cents per square foot.

#### *Mixed-Use Revenue/Expense Analysis*

Attachment C estimates the revenue and expenses of a mixed-use housing complex that is composed of market rate and affordable housing and housing that is affordable to persons earning less than 60% of the Portland Area Median Family Income.

### *5. Preliminary Development Interest and Issues*

#### **Product need, demand and rationale**

The preceding analysis of market conditions indicates strong demand for a mixed-use project with rental housing. A reliable method of determining the health of the apartment market is to analyze the percent of annual rent increases. As previously stated, rent in the Central NE Portland area increased 6% last year. This compares to 3% increases in Multnomah County and rent decreases in Aloha and Hillsboro. The site is not a strong retail location, but it might be possible to lease some floor space to uses that complement the library. Office uses may be the most difficult to lease on the ground floor due to the 15% vacancy rate for older office space in NE/N Portland Area.

#### **Areas of concern by the County and Potential Developers**

##### *Quality Control*

Since the County will pay for all the costs to design and construct the library, it wants to control not only the library design but also establish design criteria for the exterior of the entire building. From the County's perspective, ideally the County's library architect would be the architect for the entire project. Another approach is for the County's architect to associate with the developer's architect who specializes in apartments who would prepare design drawings for the housing component. One architect would prepare the final construction drawings.

A second issue is the quality of building materials. Typically the exterior of a library is constructed of steel, concrete, brick, or stone – durable materials. The exterior of rental housing is usually wood, plywood or synthetic stucco – materials that need to be cleaned, repainted or replaced at regular intervals. A financing challenge in this project will be to secure grants or favorable financing for the housing that will upgrade the exterior materials and finishes to be compatible with the library.

##### *Financing and Construction Management*

The County typically builds and owns its facilities or leases them from private parties. Under a mixed-use arrangement, the County would own the library and sell, via a two unit

commercial condominium, land adjacent to and above the completed library. This presents a host of design, construction and financing challenges. The County Commission would need to approve a series of actions to allow a private or non-profit developer to construct the public and private components of this project on its behalf. The developer and its architect and contractor should have experience developing high quality mixed-use projects. The City of Portland and the Portland Development Commission have financed and constructed public facilities, parking, retail, and housing projects that have used private entities to develop both public and private ownership on the same parcel of land.

#### *Clear and Timely Decision Making*

Private or non-profit housing developers who have expressed interest in the project need a clear and timely County decision making process to ensure that the project can be designed, financed and built on time and within budget. The County could delegate authority to implement this unique project. Ideally this would be to the Director of Libraries who, in consultation with County finance, legal and construction staff can make timely decisions on behalf of the County.

#### *Risks of Mixed Use Development*

Any development project has associated risks such as unforeseen site conditions, construction and completion risk. To mitigate these risks the County should secure errors and omissions insurance from architects and engineers and performance and payment guarantees from developers and contractors. Additional risks and uncertainties that are inherent in a mixed-use project include the potential failure of the developer to complete the project, failure of the developer to maintain the premises, and the sale of the housing portion of the project. To address these additional risks the County would need to select a developer that has the financial capacity and experience to undertake and complete the project. The Purchase and Sale Agreement between the County and the Developer would contain provisions precedent to commencing construction which would include obtaining all permits, approvals and financing for the entire project. Condominium documents would also be drafted to describe the responsibilities of the parties for on-going maintenance and provisions for the County to review the financial and management capacity of a purchaser in the event of sale of the housing.

#### *Schedule for Securing Housing Financing*

To qualify for the County applied for Innovative Housing Funds, subject to the selection of a qualified developer. Submittal of this information could allow the applicant to be eligible for additional City and State financing. If everything proceeded smoothly, the project could be under construction in the summer of 2000. This approach is very competitive, time consuming and has an uncertain outcome. The next date to apply to PDC for affordable housing rental funds is December with a decision in January. State applications are due in February and August.

Some types of tax exempt housing financing are not subject to competition and not as time consuming. Developers can apply to the State on a first come basis each year for tax-exempt bonds and Low Income Tax Credits. To qualify for these bonds and tax credits a project must finance at least 50% of its housing costs through tax exempt financing. In effect this means that at least 50% of the value of the project must provide housing to persons earning less than 60% of the Portland Median Family Income.

If the City and County want to assure that this can be a feasible demonstration mixed use project with housing above a library, they could designate housing funds for this purpose. The City funds could be gap financing, or the amount of financing still necessary after utilizing existing private and public financing tools. The amount of financing required will depend on the type and number of housing units. In general units that are affordable to persons earning 50% of Median Income require more public financing than units which serve persons earning over 80% of Median Income.

The County purchased the land and will construct the library using tax-exempt bonds authorized by the voters. The County and Developer will need to work closely with Bond Counsel to protect that the tax-exempt status of these funds. Depending upon bond counsel's and housing finance agency interpretations, some cost items might not be eligible for financing by either housing programs or the Library Bonds and may require special gap financing.

## ***9. Other Requirements***

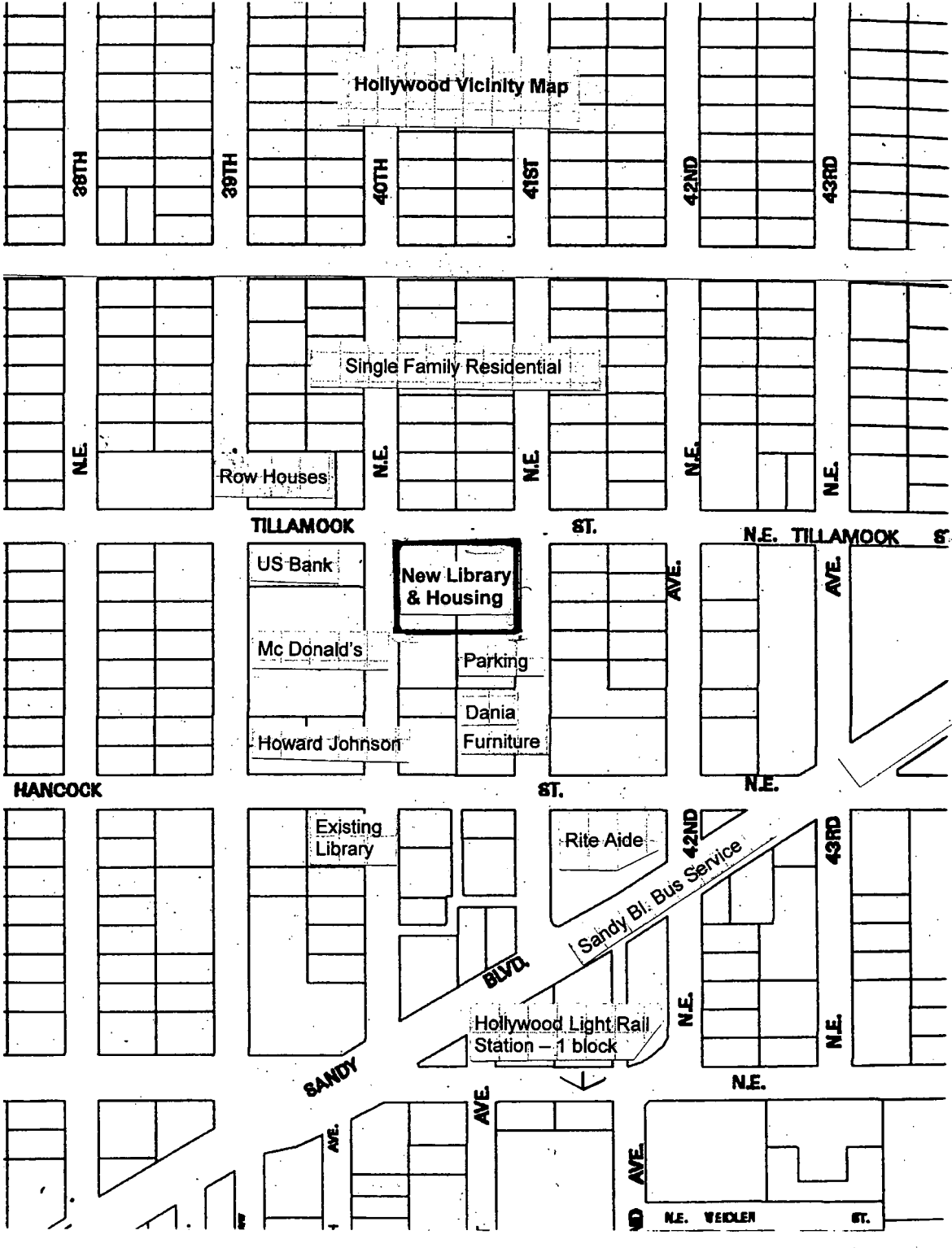
In the spirit of cooperation with the County Commission's directives to apply the Fair Contracting and Employment Strategy, efforts will be made to maximize the utilization of emerging small businesses in construction work related to this project. The use of public funds, or the use of publicly leveraged interest in such projects, requires that the Developer comply with the following programs:

- Workforce Training and Hiring;
- Utilization of Minority/Women Emerging Small Businesses/Good Faith Effort;
- Equal Employment Opportunity (EEO) Certification.

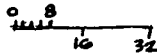
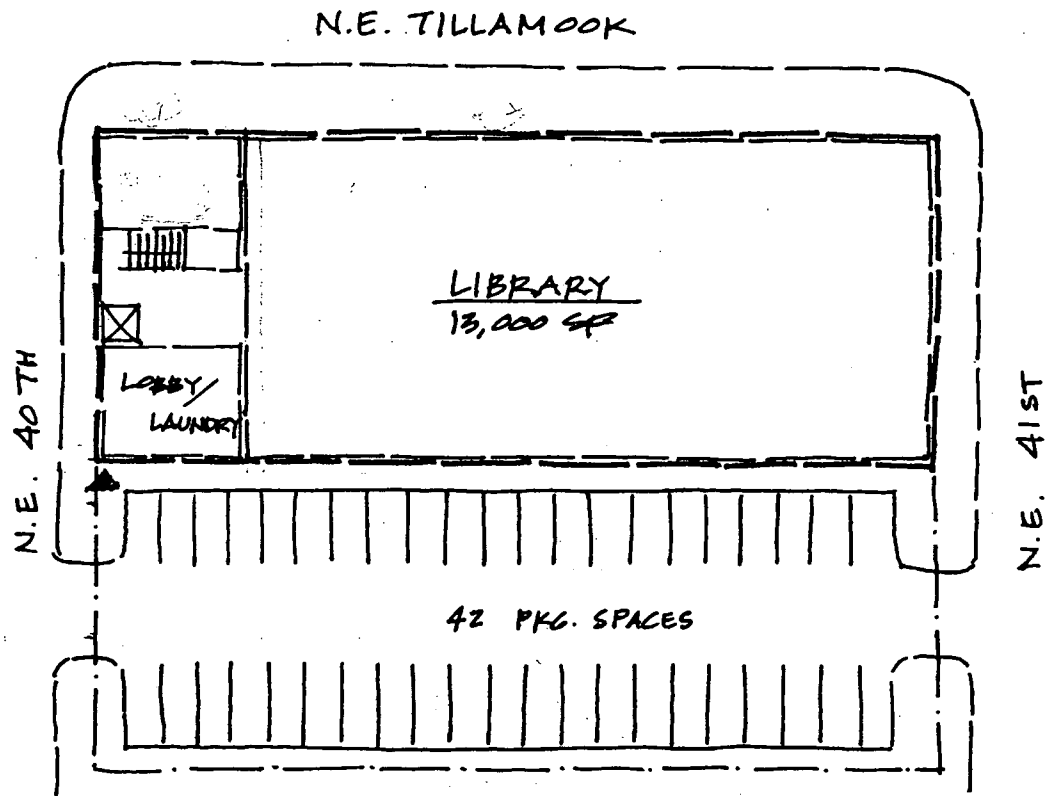
## ***Attachments:***

- A. Vicinity Map
- B. Preliminary Site Diagrams
- C. Mixed Use Cost Analysis
- D. Project Schedule

Hollywood Library  
Attachment A



Hollywood Library  
Attachment B



1ST FLOOR PLAN

HOLLYWOOD BRANCH HOUSING STUDY  
MULTNOMAH COUNTY LIBRARY

THOMAS HACKER & ASSOC.  
FEBRUARY 18, 1999

**Hollywood Branch Library  
Attachment C  
Mixed Use Cost/Revenue Analysis  
April 7, 1999**

<u>Estimated Income</u>	<u>Income</u>	<u>No.</u>	<u>Size</u>	<u>Total</u>	<u>Rent/Sq. Ft./Mo.</u>	<u>Gross Rent/yr</u>
48 units - 40% or 19 at 60% of median incomege						
Studios: 6 @450	60%	6	450	2,700	0.75	24,300
One Bedroom: 13@ 600	60%	13	600	7,800	0.75	70,200
One Bedroom: 17@ 600	Mkt	17	600	10,200	1	122,400
Two Bedroom: 12 @ 850	Mkt	12	850	10,200	0.9	110,160
Parking		30		30	30	10,800
Potential Gross Income						337,860
Vacancy and Credit Loss @5%						(16,893)
Effective Gross Income						320,967
<b><u>Estimated Expenses</u></b>						
Operating Expenses @ 30% of EGI						(96,290)
Net Operating Income						224,677
Max Debt Service @ 1.20 or .83 of NOI						186,482
Tax Exempt Bonds: Max Loan: 6.5%/30 yrs				2,460,000		
Tax Credit Calculation						
Eligible Development Cost Basis X.40 x 4%x10 years						

**Attachment D-1  
Hollywood Library Only  
Project Schedule**

Concurrent Activities

Plans, Specs, Permits	7 months	
Bid Project	1 month	
Negotiate construction contract	1 month	
		9 months

<u>Construction &amp; Project Opening</u>	9 months	<u>9 months</u>
		18 months

Attachment D-2  
Best Case  
Hollywood Library and Housing  
Project Schedule

<u>Preliminary Activities</u>	<u>Time</u>	<u>Sub-Total</u>
1. County Issues RFP	0 days	
2. Responses to RFP due	1 month	
3. Interviews and Selection	1 month	
4. Negotiate MOU	1 months	
5. Negotiate agreement	2 months	5 months
<u>Concurrent Activities</u>		
Plans, Specs, Permits	6 months	
Secure housing financing	6 months	
Negotiate construction contract	1 month	
		9 months
<u>Construction &amp; Project opening</u>	10 months	<u>10 months</u>
		24 months

Attachment D-3  
Worst Case  
Hollywood Library and Housing  
Project Schedule

<u>Preliminary Activities</u>	<u>Time</u>	<u>Sub-Total</u>
1. County Issues RFP	0 days	
2. Responses to RFP due	2 months	
3. Interviews and Selection	2.5 mos	
4. Negotiate MOU	2.5 mos	
5. Negotiate agreement	3 months	10 months
<u>Concurrent Activities</u>		
Apply for City Affordable Funds	December	
Decision on City Funds	January	
Apply for State Funds	February	
Decision on State Funds	May	
Plans, Specs, Permits	7 months	
Negotiate construction contract	1 month	
		12 months
<u>Construction &amp; Project opening</u>	12 months	<u>12 months</u>
		34 months

Attachment D-4  
Likely Case  
Hollywood Library and Housing  
Project Schedule

<u>Preliminary Schedule</u>	<u>Time</u>	<u>Sub-Total</u>
1. County Issues RFP	0 days	
2. Responses to RFP due	1 months	
3. Interviews and Selection	1 month	
4. Negotiate MOU	2 months	
5. Negotiate agreement	2 months	6 months
<u>Concurrent Activities</u>		
Plans, Specs, Permits	8 months	
Secure housing financing	6 months	
Negotiate construction contract	2 months	<u>11 months</u>
		16 months
<u>Construction &amp; Project opening</u>	11 months	<u>11 months</u>
		27 months

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

ORDER NO. 99-158

Order approving exemption from the formal bid process a contract for a Developer/General Contractor for the construction of the Hollywood Branch Library.

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

- a) In 1996, voters approved bonds for the construction of a new branch library in the Hollywood District in the City of Portland;
- b) In May 1999, the Board of County Commissioners adopted Resolution No. 99-78 which directed that:

“As an element of planning for county programs and facilities, County staff will demonstrate that design options have been considered which promote the potential for affordable housing and mixed-use development to the end of creating contiguous housing and public services, e.g. health clinics and libraries.”
- c) The county has acquired a site for construction of the Hollywood branch library which will accommodate a mixed use development;
- d) The county has commissioned a study of the new Hollywood branch library site that recommends that the library be constructed as a mixed use development with privately owned and financed mixed income housing above the library building;
- e) Construction of a mixed income housing development together with the library will further the objectives outlined in Resolution 99-78 and it is in the best interests of the county to construct the Hollywood branch library as part of a mixed use development with mixed income housing.
- f) Pursuant to ORS 279.015 and PCRB Rule 10.085, the local contract review board may exempt certain public contracts from traditional competitive bidding by showing that an alternative solicitation process is unlikely to encourage favoritism or diminish competition and will result in substantial cost savings to the county.
- g) It is in the best interests of the county to use an alternative solicitation process for the construction of the Hollywood Library as part of a mixed use development. A Developer/General Contractor process will allow the county to construct the library as part of a mixed use development in the most timely and cost effective manner while still preserving competition.
- h) Construction of the building as two separate projects, using the traditional bidding process for construction of the library followed by construction of the housing component of the building above the library by a private developer, will result in delay in commencement of the construction of the library while separate designs for the two building components are coordinated. Construction of the building in two separate phases, potentially by two different contractors, will require more time for completion of the building and will delay the opening of the library.

- i) The Developer/General Contractor method will allow the entire building to be designed and constructed as a single building in a coordinated manner and will allow the Developer/General Contractor to engage in value engineering beneficial to both components of the building early in the design process resulting in substantial savings to the county in design and construction costs including costs for bonding, liability insurance, and construction coordination.
- j) Use of the Developer/General Contractor method will not encourage favoritism or diminish competition because a competitive process will be used to select the Developer/General Contractor. The selection process will be conducted in accordance with Administrative Procedure PUR-1. In addition, this project will be aggressively marketed to developers with experience developing mixed income projects and mixed use developments to assure that all who are interested and have the capability to complete this project are afforded an opportunity to make a proposal.

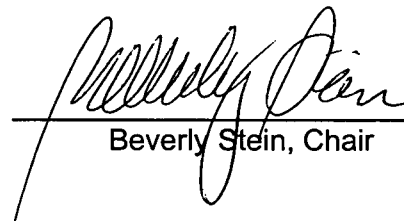
**The Multnomah County Board of Commissioners Orders:**

- 1) The Hollywood branch library shall be constructed as a part of a mixed use development with mixed income housing above the library. The construction of the library as part of a mixed use development shall be exempt from competitive bidding requirements and a Developer/General Contractor shall be selected through a request for proposal process under Administrative procedure PUR-1.
- 2) This exemption shall not apply to the construction of the Hollywood branch library in the event that no proposals are received for a combined library and mixed income housing project are received which are acceptable to the county.

APPROVED this 29th day of July, 19 99.



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By

  
John S. Thomas

Assistant County Counsel

JUL 29 1999

MEETING DATE: JUL 23 1999  
AGENDA NO: R-37 R-8  
ESTIMATED START TIME: 7:35  
10:40

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

SUBJECT: Amending MCC11.300 and 11.305 to exempt car sharing programs from the motor vehicle rental tax

BOARD BRIEFING: DATE REQUESTED: \_\_\_\_\_  
REQUESTED BY: \_\_\_\_\_  
AMOUNT OF TIME NEEDED: \_\_\_\_\_

REGULAR MEETING: DATE REQUESTED: July 22, 1999  
AMOUNT OF TIME NEEDED: 15 mins.

DEPARTMENT: Non-departmental DIVISION: Cruz

CONTACT: Beckie Lee TELEPHONE #: 248-5219  
BLDG/ROOM #: 106-1500

PERSON(S) MAKING PRESENTATION: Dave Brooks, CarSharing Portland 872-9882

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Amending MCC 11.300 and 11.305 to exempt car sharing programs from the motor vehicle rental tax.

2/6/99 copies to Co Cruz & Ordinance  
Distribution list

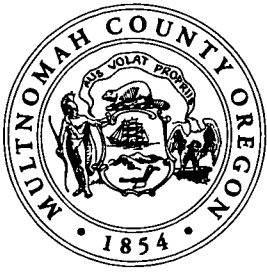
#### SIGNATURES REQUIRED:

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

CLERK OF COUNTY  
JUL 12 PM 2:52  
CLERK OF COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



SERENA CRUZ, Multnomah County Commissioner

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District 2

## Memorandum

**To:** Board of County Commissioners  
**From:** Serena Cruz  
**Date:** 07/16/99  
**Re:** Car Sharing exemption - Agenda No. R-3

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After meeting with County Counsel and the finance department, I feel that car sharing organizations should be exempt from the County rental car tax for the following reasons:

- Car sharing organizations provide an alternative to car ownership, not rentals.
- Carsharing Portland, currently the only car sharing organization in the County, is a membership organization. They require 3-5 days to approve new members/drivers and do not take people "off the street."
- Members live near where the cars are located in neighborhoods in Multnomah County and are not visitors/tourists.
- Cars are used on an on-going basis by members.

In the long term, car sharing organizations give people an alternative to owning their own car, effectively eliminating the amount of cars on the road and reducing the impact on our environment. Additionally, car sharing gives mobility to responsible drivers who may not be able to afford car ownership.

For more information, please contact:

- Carol Kinoshita, County Counsel - 248-3138
- Dave Brooks, President, CarSharing Portland - 872-9882



BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 934

Amending MCC 11.300 and 11.305 to exempt car sharing programs from the motor vehicle rental tax.

(Double- underlined language is new.)

**Multnomah County Ordains as follows:**

**Section 1.** MCC 11.300 is amended as follows:

**§ 11.300- Definitions.**

For the purpose of this subchapter, the following definitions shall apply unless the context requires a different meaning.

**CAR SHARING ORGANIZATION.** A profit or non-profit organization with membership requirements that provides the use of motor vehicles exclusively to its members for a fee.

**COMMERCIAL ESTABLISHMENT.** Any person or other entity, any part of whose business consists of providing the use of motor vehicles for a rental fee.

**DIRECTOR.** The Finance Director of the county.

**DOING BUSINESS IN THE COUNTY.** Any of the following conduct by a commercial establishment whose business address is within or outside the county:

- (1) Delivery of a rented vehicle to a location within the county for use by a person within the county; or
- (2) Presenting for execution within the county by any person a car rental agreement.

**EXEMPTION AREA.** Multnomah, Washington and Clackamas Counties.

**MOTOR VEHICLE.** Without limitation, automobiles, trucks having a manufacturer's gross vehicle weight not exceeding 24,000 pounds, motor homes, motorcycles, pickup campers and any motorized passenger vehicles designed to carry fewer than ten persons, which are capable of being used on the highways of the state.

**RENTAL FEE.** The gross fee and charges, whatever the basis of their calculation, paid to a commercial establishment by any person for the rental of a motor vehicle.

**RENTAL or RENTING.** Obtaining in the county the use of a motor vehicle from a commercial establishment in the county for a rental fee, and includes all services, supplies and commodities furnished by the commercial establishment in connection with providing the use of the vehicle, but does not include leasing or other transactions where title of a motor vehicle is permanently or temporarily transferred from the commercial establishment to any other person or entity.

**Section 2.** MCC 11.305 is amended as follows:

**§ 11.305 Exemptions.**

The tax imposed hereby shall not be applicable to:

- (A) A rental fee which state or federal law exempts from the tax.
- (B) A rental fee for a motor vehicle to be used for official governmental business by an employee of the federal government.
- (C) A motor vehicle rented by a resident of the exemption area to temporarily replace a vehicle being repaired or serviced.
- (D) A motor vehicle rented in the county by a member of a car sharing organization who is a resident of the exemption area

FIRST READING:

July 22, 1999

SECOND READING AND ADOPTION:

July 29, 1999



REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

  
Thomas Sponsler

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

  
Beverly Stein, Chair

MEETING DATE: JUL 29 1999  
AGENDA NO: R-9  
ESTIMATED START TIME: 10:42 AM

(Above Space for Board Clerk's Use ONLY)

### AGENDA PLACEMENT FORM

**SUBJECT:** Creating a Siting Advisory Committee to recommend a site for a new Child Abuse Center

**BOARD BRIEFING:** **DATE REQUESTED:** \_\_\_\_\_  
**REQUESTED BY:** \_\_\_\_\_  
**AMOUNT OF TIME NEEDED:** \_\_\_\_\_

**REGULAR MEETING:** **DATE REQUESTED:** July 29, 1999  
**AMOUNT OF TIME NEEDED:** 30 minutes

**DEPARTMENT:** Non-Dept. **DIVISION:** Commissioner District 3  
**CONTACT:** Charlotte Comito/Steve March **TELEPHONE #:** 8-5217  
**BLDG/ROOM #:** 106/1500

**PERSON(S) MAKING PRESENTATION:** Lisa Naito, Charlotte Comito,

#### ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ☒ APPROVAL ☐ OTHER

#### SUGGESTED AGENDA TITLE:

Creating a Siting Advisory Committee to recommend a site for a new Child Abuse Center

**SIGNATURES REQUIRED:**  
**ELECTED OFFICIAL:**   
**(OR)**  
**DEPARTMENT**  
**MANAGER:** \_\_\_\_\_

BOARD OF  
COUNTY COMMISSIONERS  
99 JUL 21 AM 11:35  
MULTI-COUNTY  
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ 248-3277



LISA H. NAITO  
Multnomah County Commissioner, District 3  
1120 SW Fifth Avenue, Suite 1500  
Portland, Oregon 97204-1914  
Phone (503) 248-5217 Fax (503) 248-5262

## MULTNOMAH COUNTY OREGON

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# SUPPLEMENTAL STAFF REPORT

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TO: Board of County Commissioners

FROM: Commissioners Lisa Naito

DATE: July 21, 1999

RE: Resolution Creating a Siting Advisory Committee to Recommend a Site for a New Child Abuse Center.

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1. Recommendation/Action Requested:

Approval of Resolution.

2. Background/Analysis:

The Public Safety Ballot Measures, No. 26-45 authorized the issuance of \$79.7 million in General Obligation Bonds for the construction of a new jail, a mandatory secure treatment facility for substance abuse offenders, expansion at Inverness, bookings facilities, technological improvements and a child abuse center. Those bonds were issued on October 1, 1996. The only significant part of the bond package that essentially remains to be started is the child abuse (or receiving) center. This resolution directs the Chair to start the siting process within the budget allocated for the center, \$4 million.

3. Financial Impact:

This will require expenditure of the bond proceeds as the voters have directed. For full operation of the facility, some funding may be required in a public safety levy.

4. Legal Issues:

Proceeding in a timely manner may allow the County to avoid Internal Revenue Service filing for failing to spend the bond proceeds within the legal time limits.

5. Controversial Issues:

Siting of social services can be controversial. This has also be an area that has traditionally been under the jurisdiction of the state.

6. Link to Current County Policies:

This resolution is linked to Multnomah County's long term benchmarks, *Reduce Children in Living Poverty*, and, *Reduce Crime*. It may also help to *Increase School Completion With Life Skills Equivalency*, by helping to place children in non-threatening environments and helping family and with foster placement. The resolution follows the will of the people in passing Measures 26-45.

7. Citizen Participation:

The Siting Advisory Committee will provide for citizen involvement.

8. Other Government Participation:

The committee will have representatives from the State of Oregon and the City of Portland Police Bureau.

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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

Creating a Siting Advisory Committee to Recommend a Site for a new Child Abuse Center

The Multnomah County Board of Commissioners Finds:

- a. In May of 1996 the voters of Multnomah County approved Ballot Measure No. 26-45, authorizing the issuing of \$79.7 million in General Obligation Bonds to be used for facilities that would improve public safety, including "a Child Abuse Center that responds to increased victimization of children and, the excess time many children spend in police custody waiting for placement and evaluation" and, on October 1, 1996 the County issued the Public Safety General Obligation Bonds to fund that center.
- b. Two other projects funded by Measure No. 26-45, the expansions of Inverness Jail and the Juvenile Justice Complex, have been completed.
- c. The third project funded by Measure No. 26-45 was moved forward by the Multnomah County Board of County Commissioners creating a Siting Advisory Committee to recommend a site for a new jail and secure residential treatment center, and following a public process, the Board of County Commissioners approved Resolution 99-76 authorizing the purchase and construction of that facility.
- d. The remaining project authorized under Measure No. 26-45 is the Child Abuse Center, for which some of the arguments were:
  - i. Over 2000 times a year, a child in Multnomah County must be removed from their home for their own safety;
  - ii. Because there is no 24-hour facility consistently available to take in and care for a child, children are sometimes forced to ride in the back of a patrol car or sit at a caseworker's desk for hours, while attempts at placement are made;
  - iii. Children are further traumatized by multiple foster home placements, and little chance for visitation with birth parents for family reunification.

The Multnomah County Board of Commissioners Resolves:

1. A Siting Advisory Committee (SAC) is appointed to recommend to the Board of County Commissioners a site for the new Child Abuse Center;
2. The SAC will have seven members including representatives from the Office of the District Attorney, the Portland Police Child Abuse Team, the State Office of Services to

Children and Families, the Lead Planning Agency (Christie School), and three other interested persons, to be appointed by the County Chair and confirmed by the Board of County Commissioners;

3. The SAC will identify improved or unimproved property that could serve as a location for the Child Receiving Center, using the following criteria:
  - a. The total cost of purchase and construction must not exceed the \$4,000,000 proposed for the Child Abuse Center;
  - b. The property must be in a residential setting;
  - c. Sufficient space shall be available for services to at least 20 abused and neglected children in a safe and child-friendly environment, respite care, and for supervised visits with birth parents; and,
  - d. Other features deemed necessary for the physical and emotional well-being of the children;
4. The SAC will use these above criteria and any additional criteria approved by the Board of County Commissioners to guide their recommendations;
5. The SAC will provide the Board of County Commissioners with a progress report by September 16, 1999.

Approved this 29th day of July, 1999.

BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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Beverly Stein, Chair

REVIEWED:

Thomas Sponsler, County Counsel  
For Multnomah County, Oregon

By Thomas Sponsler  
Thomas Sponsler, County Counsel

# Child Abuse Center

Child Receiving Center

Siting Advisory Committee  
Resolution

Commissioner Lisa H. Naito

# Measure No. 26-45 (May 1996)

Public Safety **Bonds**: \$79.7M *for purchase, construction, equipment, etc., related to:*

- Expansion of Inverness
- Restructured Booking Facilities
- Computer & High-Tech Equipment
- Expansion of Juvenile Justice Facility
- New Jail and Alcohol & Drug Facilities
- Child Abuse Center

# Measure No. 26-42 (May 1996)

Public Safety **Levy:** *to operate jails, book suspects and track criminals by:*

- Ending early release of prisoners
- Convicted criminals serve time
- Mandatory treatment for drug & alcohol
- Tracking criminals

# Measure No. 26-45 (May 1996)

Public Safety **Bonds**: \$79.7M *for purchase, construction, equipment, etc., related to:*

- Expansion of Inverness: *Done in late 1999*
- Restructured Booking Facilities: *Redesigned*
- Computer & High-Tech Equipment: *Started*
- Expansion of Juvenile Justice Facility: *Done*
- New Jail and Alcohol & Drug Facilities: *Siting Advisory Committee appointed Aug. 1996, report accepted Feb. 1997, approved by BCC May 1999*
- Child Abuse Center: *?, ad hoc committee, no BCC briefings, no BCC policy direction to date*

# Child Abuse Center: Key Policy Decisions to be Considered by the BCC

- Proceed with capital construction prior to securing operating funds?
  - Faced a similar question on new jail & A&D
  - 95% of bond \$ must be spent by Sept. 2001
  - Size of facility, cost and \$ available
  - Estimated annual operating costs required
  - Use state SCF foster home \$ currently used?
  - Differential cost basic and enhanced services
  - Consider asking for \$ in new Public Safety levy

# Child Abuse Center: Key Policy Decisions to be Considered by the BCC

- Co-locate 20,000 square feet of office space for CAT/MDT & 120 parking spaces on-site with child abuse center or separately?
  - Receiving Center only, possible residential site
  - Parallel process for larger CAT/MDT facility
    - Possible Blanchard Building location
  - Multi-facility more than original \$4M?
  - Locate in commercial zone required if multi
  - Late-start of Rivergate likely increased cost?

# Child Abuse Center: Other Policy Decisions to be Considered by the BCC

- A Siting Advisory Committee considers factors based on BCC criteria guidelines
  - New versus existing
  - Cost
  - Location
  - Access
  - Neighborhoods
  - and other criteria established by BCC

# Child Abuse Center: Other Policy Decisions to be Considered by the BCC

- The Provider develops an Operational Plan based on BCC criteria guidelines
  - Central site versus scattered sites
  - Length of stay, number of beds
  - Profile of children
  - Educational component
  - Staffing
  - On-site services,
  - and other criteria established by BCC

## MULTNOMAH COUNTY

## Measure No. 26-45

## BALLOT TITLE

**BONDS TO EXPAND ADULT JUVENILE CORRECTIONS FACILITIES, IMPROVE CRIMINAL TRACKING**

**QUESTION:** Shall Multnomah County build jails, booking and corrections facilities; strengthen criminal tracking, by issuing \$79.7 million in General Obligation Bonds?

If bonds are approved, they will be payable from taxes on property not subject to the limits of section 11b, Article XI of the Oregon Constitution.

**SUMMARY:** Bonds used for:

- Ending early, unsupervised release of prisoners by constructing, expanding jails, acquiring land;
- Allowing police to quickly book suspects, return to patrol;
- Secure beds for mandatory substance abuse treatment for offenders;
- Restructuring computer systems of police, corrections, prosecutors, courts for tighter criminal tracking;
- Financing additional juvenile beds;
- Facilities to assist abused children.

Measure authorizes up to \$79.7 million Multnomah County General Obligation bonds maturing in 30 years or less. Cost estimate: 18 cents per \$1,000 assessed value, about \$28 annually on typical home.

## EXPLANATORY STATEMENT

The Multnomah County Public Safety Bond authorizes the sale of up to \$79.7 million general obligation bonds to pay for facilities that will improve public safety.

**What Measure 26-45 Will Do**

Measure 26-45 will fund a balanced approach to making our community safer. The increase in jail space would allow the Sheriff to end unsupervised releases due to lack of space, meaning that criminals will actually serve time. It would restructure booking and tracking facilities to make the system more effective and accountable. The bond would fund added capacity to the juvenile system to respond to dangerous juvenile offenders. It also pursues crime prevention by effective intervention in substance abuse and child abuse and neglect.

**Increased Jail Beds to End Unsupervised Early Release of Prisoners**

The bonds will build a new 210 bed jail and a 120 bed expansion at Inverness Jail. This responds to a 47% increase in criminal bookings in Multnomah County over the past five years (28,702 in 1991 to 42,288 in 1995.) During the same period of time, the number of jail beds has increased by only 10% (1,331 in 1991 to 1,461 in 1995).

As a result, last year the Sheriff was forced to release about 3,700 prisoners with no supervision simply because there was no room in the jails. Based on current trends, the bonds to build new jail beds will end the unsupervised release of prisoners due to lack of space.

**Secure Treatment Facilities for Mandatory Drug and Alcohol Treatment of Offenders**

The bonds will pay for two, 75 bed secure facilities which respond to a lack of resources for treatment of offenders whose

substance abuse is a factor in their repeated criminal activity.

**Computer Systems and High-Tech Equipment for Tighter Tracking of Criminals**

The bonds will pay for restructured and upgraded computer and technology systems that will link police, corrections, prosecutors and courts to more tightly track criminals throughout the criminal justice system.

**Restructured Booking Facilities To Eliminate Long Delays For Police**

The bonds will pay for completely restructured booking and transport facilities, which respond to bottlenecks in the current system which often lead to hours-long lines of police waiting to book suspects, keeping them off the streets and away from their other law-enforcement duties.

**Expansion of the Juvenile Justice Complex**

The bonds will fund the 64 bed expansion of the Juvenile Justice Complex, which responds to the increase in dangerous crime by juveniles.

**Child Abuse Center**

The bonds will pay for a Child Abuse Center that responds to increased victimization of children, and the excess amount of time many children spend in police custody waiting for placement and evaluation. The facility will co-locate several important services to abused and neglected children to cut long waits and insure children's safety and care.

Submitted by

Board of County Commissioners  
Multnomah County