

SPEAKER SIGN UP CARDS

DATE 11-29-01

NAME FRAN LANDFAIR

ADDRESS 1731 NE KLICKITAT

PORT, OR 97212

PHONE 503-288-0324

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC THANK YOU TO BOARD
GIVE TO BOARD CLERK PC

ANNOTATED MINUTES

Tuesday, November 27, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC BUDGET HEARING / WORK SESSION

Chair Diane Linn convened the meeting at 9:35 a.m., with Vice-Chair Lisa Naito, Commissioners Lonnie Roberts and Maria Rojo Steffey present, and Commissioner Serena Cruz arriving at 9:37 a.m.

PH-4 Opportunity for Public Input on Proposed Mid-Year Reductions to the 2001-2002 Multnomah County Budget. Please fill out a speaker card available at the back table and present it to the Clerk. Testimony Limited to Three Minutes Per Person.

WS-1 The Board of Commissioners, Auditor, District Attorney, Sheriff and Invited Participants Will Meet to Review Priorities, Issues and Ideas, and to Discuss Mid-Year Reductions to the 2001-2002 Multnomah County Budget. Facilitated by John Rakowitz and John Ball.

CHAIR LINN ADVISED TONY MOUNTS WOULD PROVIDE CLARIFICATIONS TO THE BUDGET MODIFICATIONS ON THURSDAY, NOVEMBER 29, 2001, PRIOR TO BOARD VOTE, AND DISCUSSED A FEW OF THE ITEMS LISTED IN HER SUMMARY OF EXECUTIVE BUDGET REBALANCING RECOMMENDATION, INCLUDING MENTORSHIP PROGRAM START UP IN JANUARY, ALCOHOL AND DRUG TREATMENT SERVICES, AND THE ADDITION OF A ONE TIME ONLY \$1.1 MILLION FROM THE MERLIN DEBT PAYMENT, CONVERTING PART OF THE CAPITAL DEBT FUND RESERVE INTO ONE PAYMENT. CHAIR LINN REPORTED THAT ORDINANCES WILL BE FILED FOR BOARD DISCUSSION RELATING TO HER PROPOSED DEPARTMENTAL CONSOLIDATIONS AND FOR ESTABLISHING AN OFFICE OF COMMUNITY SCHOOL PARTNERSHIPS. IN RESPONSE TO A QUESTION

OF CHAIR LINN, COMMISSIONER CRUZ REQUESTED CLARIFICATION OF PROPOSED BUDGET NOTE 1 RELATING TO THE DEPARTMENT OF CORRECTIONS PROGRAM FUNDING FOR EMPLOYMENT SERVICES, MENTORSHIP CONTRACT, AND SERVICES TO WOMEN WITH HISTORIES OF PROSTITUTION. SHAUN COLDWELL EXPLANATION. CHAIR LINN DIRECTED STAFF TO CLARIFY THE BUDGET NOTE TO CORRECTLY SPECIFY THE EXACT FUNDING STRATEGIES. IN RESPONSE TO A QUESTION OF COMMISSIONER CRUZ, MIKE JASPIN EXPLAINED THE ADDITION OF \$64,000 FROM THE DUII ASSESSMENT PROGRAM CAME FROM A VACANT DUII EVALUATION POSITION WHICH IS NOT GOING TO BE FILLED. CHAIR LINN DIRECTED THAT STAFF PROVIDE THE BOARD WITH A COPY OF THE MEMO REGARDING SAME. IN RESPONSE TO A REQUEST OF COMMISSIONER NAITO, CHAIR LINN DIRECTED THAT CLARIFICATION OF THE FUNDING FOR THE CONTRACTED SERVICES FOR WOMEN WITH HISTORIES OF PROSTITUTION BE ADDED TO THE BUDGET NOTE, USING GENERAL FUND DOLLARS FOR THE FIRST HALF OF THE YEAR AND DEPARTMENT OF CORRECTIONS FUNDING FOR THE SECOND HALF.

PAUL MILLIUS TESTIMONY SUGGESTING THE COUNTY DIVERT SOME OF THE 62.2% OF THE COUNTY TOTAL BUDGET SPENT ON PUBLIC SAFETY, INCLUDING DRUG TREATMENT, TO THE LIBRARIES, SCHOOLS AND HEALTH AND LEFT A NEWSPAPER ARTICLE REGARDING LEGALIZING THE MEDICAL USE OF MARIJUANA AND THE FUTILITY OF A GOVERNMENT WAR ON DRUGS. SAMUEL E. KELLY, JOE MCFERRIN AND VAL POLK, REPRESENTING PORTLAND OPPORTUNITIES INDUSTRIALIZATION CENTER, TESTIMONY IN SUPPORT OF FUNDING FOR THE YOUTH EMPLOYMENT EMPOWERMENT PROJECT,

COORDINATION SERVICES FOR THE ROSEMARY ANDERSON MIDDLE AND HIGH SCHOOL, THE HOUSE OF UMOJA, EMMANUEL COMMUNITY SERVICES, OPEN MEADOW ALTERNATIVE SCHOOLS, AND THE INTERNATIONAL REFUGEE CENTER OF OREGON.

IN RESPONSE TO BOARD QUESTIONS, CHAIR LINN DIRECTED STAFF TO COME PROVIDE AN EXPLANATION OF WHY \$25,000 WAS CUT FROM THE YOUTH EMPLOYMENT PROGRAM PRIOR TO THE END OF TODAY'S HEARING / WORK SESSION.

LADDIE READ TESTIMONY IN SUPPORT OF A FAIR BUDGET. HOLLY ANDERSEN AND VERONIKA HAZLETT OF OPEN MEADOW MIDDLE SCHOOL TESTIMONY IN SUPPORT OF FUNDING FOR COUNSELOR. KHADIM CHISHTI TESTIMONY IN SUPPORT OF PROPOSED BUDGET REBALANCE AND EXPRESSING CONCERN THAT THE CURRENT SCHOOLS, COMMUNITY AND FAMILY AND POVERTY CONNECTIONS ARE MAINTAINED FOLLOWING PROPOSED DEPARTMENTAL REORGANIZATION. AIDA KELSAW TESTIMONY IN SUPPORT OF FUNDING FOR MENTAL HEALTH SERVICES, ALCOHOL AND DRUG TREATMENT, MENTAL HEALTH HOUSING, AND REQUESTED INFORMATION REGARDING DELAY OF IMPLEMENTATION OF DRUG TREATMENT COURT FOR INDIVIDUALS WITH CO-OCCURRING DISORDERS. CHAIR LINN ADVISED MS. KELSAW THE BOARD SUPPORTS KEEPING FUNDING FOR MENTAL HEALTH SYSTEM SERVICES INTACT AND SUGGESTED SHE MEET WITH HER STAFF ASSISTANT ANDY SMITH (IN AUDIENCE) FOR ADDITIONAL EXPLANATION. COMMISSIONER NAITO SUGGESTED THAT MS. KELSAW CONTACT HER FOR AN UPDATE ON THE WORK OF PERSONS WITH MENTAL ILLNESS IN THE CRIMINAL JUSTICE SYSTEM COMMITTEE SHE AND JUDGE JULIE FRANTZ

CO-CHAIR, AND POSSIBLY JOINING THEM ON THE COMMITTEE. JEAN COHEN, RESHA STEVENSON AND CIARA BRIDGES, REPRESENTING PROJECT NETWORK, TESTIMONY IN SUPPORT OF CULTURALLY SPECIFIC PROGRAMS, INCLUDING ALCOHOL AND DRUG TREATMENT AND MENTAL HEALTH SERVICES. MARILYN MILLER REPRESENTING PORTLAND IMPACT, TESTIMONY IN SUPPORT OF MAKING SURE THE TRUSTING RELATIONSHIPS DEVELOPED IN THE CURRENT POVERTY AND FAMILY INTEGRATION DELIVERY SYSTEM ARE MAINTAINED FOLLOWING PROPOSED DEPARTMENTAL REORGANIZATION. WRITTEN TESTIMONY READ FROM TOM MCINNIS, REPRESENTING WATERFRONT ORGANIZATIONS OF OREGON, IN SUPPORT OF FUNDING FOR THE SHERIFF'S OFFICE AND RIVER PATROL BUDGET. LORI HILL AND SABRINA TOWNER TESTIMONY IN SUPPORT OF FUNDING FOR CULTURALLY SPECIFIC PROGRAMS, INCLUDING ALCOHOL AND DRUG TREATMENT AND MENTAL HEALTH SERVICES.

MARY LI EXPLANATION OF THE \$25,000 CUT OF COUNTY \$50,000 GENERAL FUND ALLOCATION TO THE YOUTH EMPLOYMENT PROGRAM, ADVISING THE BULK OF THE PROGRAM IS PAID BY THE CITY OF PORTLAND, AND RESPONSE TO QUESTIONS OF COMMISSIONERS CRUZ AND NAITO. IN RESPONSE TO COMMENTS IN SUPPORT OF RESTORING THE \$25,000 CUT FROM COMMISSIONERS NAITO, CRUZ AND ROJO, AND IN RESPONSE TO MS. LI'S FUNDING SUGGESTION, CHAIR LINN DIRECTED THAT MS. LI EMAIL THE BOARD EXPLAINING EXACTLY WHERE THE \$25,000 PROGRAM FUNDING WILL COME FROM FOR THE BALANCE OF THE FISCAL YEAR. CHAIR LINN ADVISED THE BOARD WILL HAVE AN EVEN MORE CHALLENGING BUDGET PROCESS FOR NEXT FISCAL YEAR, AND WILL HAVE TO GET MORE

CREATIVE TO TRY TO ADOPT A BUDGET THAT IS FAMILY NOT BUREAUCRACY DRIVEN. COMMISSIONER ROBERTS SUGGESTED THE COUNTY START MAKING THE STATE RETURN THE COUNTY'S \$3 MILLION.

There being no further business, the public hearing/work session was adjourned at 10:48 a.m.

Thursday, November 29, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

Chair Diane Linn convened the meeting at 9:36 a.m., with Vice-Chair Lisa Naito, Commissioners Serena Cruz, Lonnie Roberts and Maria Rojo de Steffey present.

CONSENT CALENDAR

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

SHERIFF'S OFFICE

C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

ORDER 01-150.

C-2 Renewal of Intergovernmental Agreement 0210036 with the City of Gresham, to Continue a Combined Special Emergency Response Team (SERT) Tactical Unit to Respond to High Risk and Tactical Incidents within the City of Gresham and Unincorporated Multnomah County

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

Memorial Grant Award, for Centralizing Domestic Violence Information and Referral/Crisis Counseling Line Services

- C-4 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

ORDER 01-151.

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

- C-5 Amendment 3 to Intergovernmental Revenue Agreement 4600001732 with the City of Troutdale, for the Troutdale Road Sidewalk Project Between Cherry Park Road and Chapman Avenue

REGULAR AGENDA
PUBLIC COMMENT

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

FRAN LANDFAIR ON BEHALF OF ELDERS IN ACTION AND NINE SENIOR DISTRICT CENTERS, COMMENTS IN APPRECIATION TO BOARD FOR MAINTAINING FUNDING FOR PROGRAMS FOR SENIORS.

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- R-1 RESOLUTION Authorizing Appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007

COMMISSIONER ROJO MOVED AND COMMISSIONER NAITO SECONDED, APPROVAL OF R-1. MIKE WADDELL AND CHAIR LINN EXPLANATION AND RESPONSE TO QUESTION OF COMMISSIONER CRUZ REGARDING THE NEED FOR APPOINTMENT OF MR. MCCONNELL AS STATE FINANCIAL ASSISTANCE ADMINISTRATOR AT THIS TIME. RESOLUTION 01-152 UNANIMOUSLY ADOPTED.

NON-DEPARTMENTAL

R-2 RESOLUTION Adopting System of Care Values and Principles for Child and Family Mental Health System Redesign

COMMISSIONER NAITO MOVED AND COMMISSIONER ROJO SECONDED, APPROVAL OF R-2. COMMISSIONER NAITO, MARK MCKECHNIE AND PETER DAVIDSON EXPLANATION AND RESPONSE TO QUESTIONS OF COMMISSIONER CRUZ REGARDING SYSTEM OF CARE VALUES II AND III. MR. MCKECHNIE SUGGESTED REWORDING FOR SYSTEM OF CARE PRINCIPLE VIII. FOLLOWING BOARD DISCUSSION, COMMISSIONER NAITO MOVED, SECONDED BY COMMISSIONER CRUZ, APPROVAL OF AMENDMENT TO SYSTEM OF CARE VALUE II, TO READ "THE SYSTEM OF CARE WILL BE COMMUNITY BASED. SERVICE MANAGEMENT SHALL BE INDIVIDUALIZED."; AND APPROVAL OF AMENDMENT TO SYSTEM OF CARE PRINCIPLE VIII, TO READ "CHILDREN WITH MENTAL HEALTH DISORDERS SHOULD BE ENSURED SMOOTH TRANSITIONS TO THE ADULT SERVICE SYSTEM AS THEY REACH MATURITY." CHAIR LINN AND COMMISSIONER NAITO COMMENTS IN SUPPORT AND APPRECIATION. AMENDMENTS UNANIMOUSLY APPROVED. RESOLUTION 01-153 UNANIMOUSLY ADOPTED, AS AMENDED.

R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 15 to Add §§15.340-15.347 Relating to Civil Rights Discrimination

ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER NAITO MOVED AND COMMISSIONER CRUZ SECONDED, APPROVAL OF THE SECOND READING AND ADOPTION. TOM CROPPER TESTIMONY IN OPPOSITION. PEGGE MICHAL TESTIMONY ENCOURAGING BOARD SUPPORT OF AMENDING ORDINANCE TO PRECLUDE EXEMPTION OF

**SECTION 8 VOUCHER RECIPIENTS;
ENFORCEMENT OF GENDER IDENTITY; AND
EXCEPTIONS IN HOUSING AND
ACCOMMODATIONS FOR INDIVIDUALS
UNDERGOING GENDER REASSIGNMENT.
COMMISSIONER NAITO AND CHAIR LINN
COMMENTS IN SUPPORT OF ORDINANCE.
ORDINANCE 969 UNANIMOUSLY ADOPTED.**

DEPARTMENT OF SUPPORT SERVICES

R-4 RESOLUTION Authorizing Advance Distribution of Funds from the Multnomah County General Fund of Property Taxing Districts as Allowed Under ORS 311.392

**COMMISSIONER CRUZ MOVED AND
COMMISSIONER NAITO SECONDED, APPROVAL
OF R-4. DAVE BOYER EXPLANATION.
RESOLUTION 01-154 UNANIMOUSLY ADOPTED.**

R-5 RESOLUTION Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-5. DAVE BOYER EXPLANATION.
RESOLUTION 01-155 UNANIMOUSLY ADOPTED.
CHAIR LINN THANKED DAVE FOR HIS
DILIGENCE ON KEEPING THE COUNTY
ADVISED OF PUBLIC EMPLOYEES RETIREMENT
SYSTEM ISSUES.**

R-6 Ratification of 2001-2004 Agreement Between Multnomah County and International Brotherhood of Electrical Workers Local 48 AFL-CIO

**COMMISSIONER ROJO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-6. GAIL PARNELL INTRODUCTIONS AND
EXPLANATION. MANAGEMENT NEGOTIATOR
TOM GUINEY, IBEW LOCAL 48, AFL-CIO
BUSINESS MANAGER JOE ESMONDE, AND
COUNTY SHOP STEWARDS ROGER HERRICK**

**AND KEN HOWELL COMMENTS IN SUPPORT.
AGREEMENT UNANIMOUSLY RATIFIED.**

R-7 RESOLUTION Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF R-7. GAIL PARENELL EXPLANATION. CHAIR
LINN COMMENTS IN SUPPORT. RESOLUTION
01-156 UNANIMOUSLY ADOPTED.**

DEPARTMENT OF SUPPORT SERVICES

R-8 Public Budget Hearing and Approval of Budget Modifications Implementing Revenue Changes and Reducing Spending Authorization to Balance the Multnomah County General Fund for 2001-02

**COMMISSIONER NAITO MOVED AND
COMMISSIONER CRUZ SECONDED, APPROVAL
OF BUDGET MODIFICATIONS AS OUTLINED IN
SUMMARY OF EXECUTIVE FY02 BUDGET
REBALANCING RECOMMENDATIONS AND
BUDGET NOTES 1 AND 2 DATED NOVEMBER 29,
2001. COPIES AVAILABLE. DEB GARDNER
TESTIMONY IN SUPPORT OF MAINTAINING THE
SCHOOL ATTENDANCE INITIATIVE AS A
FAMILY PROGRAM. CHAIR LINN COMMENTS
REGARDING THE ACCELERATED BUDGET
REBALANCING PROCESS, ADVISING THERE
WERE NO FUNDING REDUCTIONS TO
PROGRAMS AND SERVICES ASSISTING THE
COUNTY'S MOST VULNERABLE RESIDENTS.
CHAIR LINN COMMENTS INCLUDING: THE
NEED FOR COUNTY TO TAKE AN ACTIVE ROLE
IN ECONOMIC DEVELOPMENT AND IMPROVING
THE BUSINESS ENVIRONMENT; NEED FOR
STREAMLINING COUNTY SERVICES;
MAINTAINING THE COUNTY'S STRATEGIC
BENCHMARKS OF REDUCING POVERTY;
INCREASING SCHOOL SUCCESS, ENHANCING
PUBLIC SAFETY, INCREASING HEALTH AND
MENTAL HEALTH, AND INCREASING**

ACCOUNTABILITY AND THE RESPONSIBLE USE OF PUBLIC FUNDS; THE NEED TO WORK TO ENSURE PASSAGE OF A NEW LEVY FOR THE LIBRARY TO BE PLACED ON THE SPRING BALLOT OF 2002; NEED TO STAY THE COURSE ON IMPROVEMENTS TO CURRENT MENTAL HEALTH CARE SYSTEM REDESIGN; NEED FOR COUNTY TO BE BETTER PREPARED FOR EMERGENCY AND CRISIS SITUATIONS, SUPPORT KIDS IN SCHOOLS, AND TO STRENGTHEN COMMITMENT TO DIVERSITY AND CULTURAL COMPETENCY. CHAIR LINN THANKED THE ELECTED OFFICIALS, BUDGET CORE TEAM, COMMUNITY AND BUSINESS LEADERS, GENERAL PUBLIC, COUNTY EMPLOYEES AND LABOR ORGANIZATIONS FOR THEIR PARTICIPATION AND VALUABLE INPUT IN THE BUDGET PROCESS. CHAIR LINN ADVISED THE BUDGET MODIFICATION REGARDING FUNDING FOR THE GIFT PROGRAM WOULD BE SUBMITTED FOR BOARD VOTE AT AN UPCOMING BOARD MEETING. COMMISSIONERS NAITO, ROBERTS, CRUZ AND ROJO COMMENTS IN SUPPORT OF THE BUDGET PROCESS AND IN APPRECIATION FOR COUNTY ELECTED OFFICIALS, STAFF AND COMMUNITY PARTICIPATION AND INPUT, INCLUDING THE WELL ATTENDED BUDGET HEARINGS. DISTRICT ATTORNEY MICHAEL SCHRUNK AND SHERIFF DAN NOELLE COMMENTS IN APPRECIATION FOR INCLUSION IN THE BUDGET PROCESS. BUDGET MODIFICATION UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 10:45 a.m.

BOARD CLERK FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad



Multnomah County Oregon

Board of Commissioners & Agenda

connecting citizens with information and services

BOARD OF COMMISSIONERS

Diane Linn, Chair

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: mult.chair@co.multnomah.or.us

Maria Rojo de Steffey,

Commission Dist. 1

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5220 FAX (503) 988-5440

Email: district1.@co.multnomah.or.us

Serena Cruz, Commission Dist. 2

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5219 FAX (503) 988-5440

Email: serena@co.multnomah.or.us

Lisa Naito, Commission Dist. 3

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

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

Email: lisa.h.naito@co.multnomah.or.us

Lonnie Roberts, Commission Dist. 4

501 SE Hawthorne Boulevard, Suite 600
Portland, Or 97214

Phone: (503) 988-5213 FAX (503) 988-5262

Email: lonnie.j.roberts@co.multnomah.or.us

ANY QUESTIONS? CALL BOARD

CLERK DEB BOGSTAD @ (503) 988-3277

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

INDIVIDUALS WITH DISABILITIES PLEASE
CALL THE BOARD CLERK AT (503) 988-3277,
OR MULTNOMAH COUNTY TDD PHONE
(503) 988-5040, FOR INFORMATION ON
AVAILABLE SERVICES AND ACCESSIBILITY.

NOVEMBER 27 & 29, 2001 BOARD MEETINGS

FASTLOOK AGENDA ITEMS OF INTEREST

| | |
|---------|--|
| Pg 2 | 9:30 a.m. Tuesday Public Budget Hearing, Followed by Budget Work Session |
| Pg 4 | 9:35 a.m. Thursday Resolution Adopting Care Values and Principles for Child and Family Mental Health System Redesign |
| Pg 4 | 9:55 a.m. Thursday 2nd Reading Ordinance Relating to Civil Rights Discrimination |
| Pg 4 | 10:05 a.m. Thursday Support Services |
| Pg 4 | 10:15 a.m. Thursday Public Budget Hearing and 2001-02 Budget Rebalance Adoption |
| *** | Board and Agenda Web Site: http://www.co.multnomah.or.us/cc/index.html |

This Tuesday's meeting will be cable-cast live and taped. Thursday meetings of the Multnomah County Board of Commissioners are cable-cast live and taped and may be seen by Cable subscribers in Multnomah County at the following times:

Thursday, 9:30 AM, (LIVE) Channel 30
Friday, 11:00 PM, Channel 30
Saturday, 10:00 AM, Channel 30
(Saturday Playback for East County Only)
Sunday, 11:00 AM, Channel 30
Produced through Multnomah Community
Television

(503) 491-7636, ext. 333 for further info
or: <http://www.mctv.org>

Tuesday, November 27, 2001 - **9:30 AM**
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

PUBLIC BUDGET HEARING

PH-4 Opportunity for Public Input on Proposed Mid-Year Reductions to the 2001-2002 Multnomah County Budget. Please fill out a speaker card available at the back table and present it to the Clerk. Testimony Limited to Three Minutes Per Person.

Tuesday, November 27, 2001 - **AM**
(IMMEDIATELY FOLLOWING PUBLIC BUDGET HEARING)
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

BUDGET WORK SESSION

WS-1 The Board of Commissioners, Auditor, District Attorney, Sheriff and Invited Participants Will Meet to Review Priorities, Issues and Ideas, and to Discuss Mid-Year Reductions to the 2001-2002 Multnomah County Budget. Facilitated by John Rakowitz and John Ball.

Thursday, November 29, 2001 - 9:30 AM
Multnomah Building, First Floor Commissioners Boardroom 100
501 SE Hawthorne Boulevard, Portland

REGULAR MEETING

CONSENT CALENDAR - 9:30 AM

SHERIFF'S OFFICE

- C-1 ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal
- C-2 Renewal of Intergovernmental Agreement 0210036 with the City of Gresham, to Continue a Combined Special Emergency Response Team (SERT) Tactical Unit to Respond to High Risk and Tactical Incidents within the City of Gresham and Unincorporated Multnomah County

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

- C-3 Intergovernmental Revenue Non-190 Agreement 0210219 with the Department of State Police Criminal Justice Division, Edward Byrne Memorial Grant Award, for Centralizing Domestic Violence Information and Referral/Crisis Counseling Line Services
- C-4 ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

DEPARTMENT OF SUSTAINABLE COMMUNITY DEVELOPMENT

- C-5 Amendment 3 to Intergovernmental Revenue Agreement 4600001732 with the City of Troutdale, for the Troutdale Road Sidewalk Project Between Cherry Park Road and Chapman Avenue

REGULAR AGENDA - 9:30 AM

PUBLIC COMMENT - 9:30 AM

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

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES - 9:30 AM

R-1 RESOLUTION Authorizing Appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007

NON-DEPARTMENTAL - 9:35 AM

R-2 RESOLUTION Adopting System of Care Values and Principles for Child and Family Mental Health System Redesign

R-3 Second Reading and Possible Adoption of an ORDINANCE Amending Multnomah County Code Chapter 15 to Add §§15.340-15.347 Relating to Civil Rights Discrimination

DEPARTMENT OF SUPPORT SERVICES - 10:05 AM

R-4 RESOLUTION Authorizing Advance Distribution of Funds from the Multnomah County General Fund of Property Taxing Districts as Allowed Under ORS 311.392

R-5 RESOLUTION Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

R-6 Ratification of 2001-2004 Agreement Between Multnomah County and International Brotherhood of Electrical Workers Local 48 AFL-CIO

R-7 RESOLUTION Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092

DEPARTMENT OF SUPPORT SERVICES - 10:15 AM

R-8 Public Budget Hearing and Approval of Budget Modifications Implementing Revenue Changes and Reducing Spending Authorization to Balance the Multnomah County General Fund for 2001-02

BOGSTAD Deborah L

From: ROMERO Shelli D
Sent: Tuesday, November 27, 2001 11:41 AM
To: BOGSTAD Deborah L
Subject: Translator for Thursday

My friend Rodolfo Estrada said he would do it for \$40 on Thursday from 10am to 11am – BCC meeting. He will bring invoice, he knows where to come. Just in case, here is his contact info – 503) 297-0965 and by email – restrada@easystreet.com He used to work for the DA's office and does translations. He is a deejay and producer on KUIK Spanish radio programming and does all of our emceeing and entertainment bookings for Cinco de Mayo. Nice guy.

Shelli Romero
Office of Commissioner Maria Rojo de Steffey
Multnomah County - District 1
501 SE Hawthorne Blvd, Suite 600
Portland, OR 97214
(503) 988-4435 phone
(503) 988-5440 fax
Shelli.D.Romero@co.multnomah.or.us
Se habla espanol

11/27/2001

MEETING DATE: November 29, 2001
AGENDA NO: C-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: MCSO DIVISION: MCSO Executive Office

CONTACT: Barbara Simon TELEPHONE #: (503) 988-4326
BLDG/ROOM #: 503/3

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

ORDER: Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

11/30/01 copies to BARBARA SIMON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Noelle

(OR)

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 NOV 21 PM 4:02

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Dan Noelle
Sheriff

MULTNOMAH COUNTY

Sheriff's Office

12240 NE Glisan
Portland, OR 97230
(503) 255-3600 phone
(503) 251-2484 TTY
www.sheriff-mcso.org

MEMORANDUM

TO: DEBORAH BOGSTAD
Clerk of the Board

FROM: DAN NOELLE
Sheriff

DATE: October 23, 2001

SUBJECT: FOUND/UNCLAIMED PROPERTY – LIST 01-03

Attached is a listing of found/unclaimed or unidentified property. This property has been in the Sheriff's possession for over 30 days. All attempts to establish the rightful owner(s) of the listed property have proven negative.

To comply with Multnomah County Code 7.70, I am requesting that this listing of property be placed on the Board of County Commissioners' agenda for approval of the transfer of these items to the Department of Environmental Services for sale or disposal as provided for within the listed ordinance.

Attachment

Exemplary service for a safe, livable community.

LIST 01-3

August 17, 2001

To: Lt. Garr Nielsen
Mr. Rick Gustafson (Property Control)

Fr: Sgt. Gary Muncy *GM*

Re: Request use of property in the custody of the property control unit.

As you know, we are in the process of refurbishing the command center. Part of the plan is to have the capability of viewing videotapes. The room, currently, does not have a VCR.

I checked with Rick and we have a new VCR in our property control unit, which is itemized as follows: MCSO 97-0098; Emerson, Model VCR6000; S/N 161-60922710 (Unclaimed Property).

I would ask permission to remove the item from property control and to utilize this item in the command room.

APPROVED

081701

Garr Nielsen

DORAN Danny C

From: CRANK Mike J
Sent: Monday, October 01, 2001 5:37 PM
To: DORAN Danny C
Subject: FW: Bicycles

Hello Danny,
could you please get this to Rick for me. He did not get a copy.

Thank you
Mike

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

From: CRANK Mike J
Sent: Tuesday, September 18, 2001 1:49 PM
To: NIELSEN Garr H
Subject: Bicycles

Greetings,

Once again I want to thank you for assisting FM with acquiring the bicycles. Rick has asked me to send an e-mail with the information for each bicycle. Also, if possible there are two drills that are going to be auctioned off that we would like to take ownership of to use on various county facilities.

Bicycles:

- 1) Jamis 26" men's Explorer-case # 00401421
- 2) Blue Magna-case # 00406606
- 3) Purple girls Magna-case# 00406829
- 4) Red Magna-case# 01400938

Drills:

- Black and Decker-case # 98-400734
- Makita Drill - case # 96-4576

Thank for your help
Mike

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale
or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 01-03, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 01-03 that cannot be utilized by the Sheriff's Office.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 01-03, to the Department of Sustainable Community Development. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them, or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

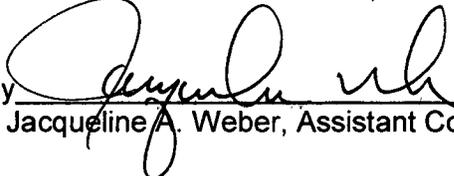
ADOPTED this 29 day of November, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Jacqueline A. Weber, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 01-150

Acknowledgement of Found Unclaimed Property and Authorization of Transfer for Sale or Disposal

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Sheriff's Office has certain property in its possession consisting of firearms as identified in the attached Found/Unclaimed Property for Disposal List 01-03, the ownership of which is unknown and which items have been unclaimed for at least thirty days after the property came into the possession of the Multnomah County Sheriff's Office.
- b. Multnomah County Code Chapter 15.650 directs the Sheriff's Office to report the unclaimed property to the Board of Commissioners and to request authorization to dispose of it as provided in the Code.
- c. In lieu of a sale of the property pursuant to Multnomah County Code Chapter 15.650 to 15.653, the Multnomah County Sheriff's Office, with the approval of the Board of Commissioners, may transfer any portion of the unclaimed property to the County, for use by the County.
- d. The safety, security and welfare of the community is best served by destruction of those firearms identified on List 01-03 that cannot be utilized by the Sheriff's Office.

The Multnomah County Board of Commissioners Orders:

1. The Multnomah County Board of Commissioners acknowledges the found/unclaimed property and authorizes the transfer of the items listed on the attached Multnomah County Sheriff's Office Found/Unclaimed Property for Disposal, List 01-03, to the Department of Sustainable Community Development. The Sheriff is authorized, at his discretion, to dispose of items on the attached list by destroying them, or by transferring them to the County for use by the Sheriff's Office as permitted by Multnomah County Code 15.654.

ADOPTED this 29th day of November, 2001.

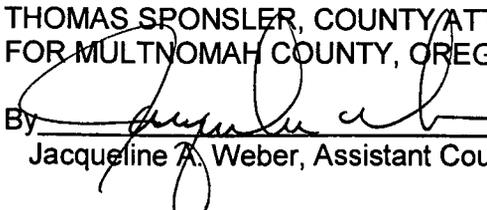


BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Jacqueline A. Weber, Assistant County Attorney

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--------------------------------------|-------------|
| 86-11346 | Baby walker (Red & White) | Sale |
| 88-12114 | Spectrum radar detector #121224 | Sale |
| 87-12364 | Kenwood cassette deck #70602139 | Sale |
| 87-10080 | (10) Pieces of possible scrap gold | Sale |
| 88-10372 | Spectrum radar detector | Sale |
| 86-1282 | Box of silverware/Rodgers Brothers | Sale |
| 81-29353 | Hydraulic jack, 1200 lbs/green | Sale |
| 89-9372 | MCS stereo cassette deck #Y881890 | Sale |
| 89-9372 | MCS stereo AM/FM tuner #9873499 | Sale |
| 89-9372 | MCS Stereo amplifier #5871722 | Sale |
| 90-2567 | (23) Audio cassette tapes | Sale |
| 90-2567 | Bag of assorted jewelry | Sale |
| 90-2567 | Minolta 110 Camera with case | Sale |
| 90-2567 | Icom Transceiver IC-32AT | Sale |
| 90-2567 | Sidebender IV, 40 channel CB #017266 | Sale |
| 90-3538 | Rikenon 55mm camera lens #28457 | Sale |
| 90-2974 | Realistic Scanner #621933 | Sale |
| 91-10193 | Cannon 35mm camera #H41976 | Sale |
| 91-10193 | Pentax 35mm camera #4653489 | Sale |
| 91-1159 | Poongan Power Supply w/antenna | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 95-29 | Panasonic AM/FM radio | Sale |
| 96-6455 | Magnavox stereo system #10598624 | Sale |
| 96-6455 | Minolta 35mm camera #1498662 | Sale |
| 96-6455 | Canon 35mm camera #5477964 | Sale |
| 96-2927 | Epson color printer #1501100590 | Sale |
| 96-2927 | Packard bell keyboard #FDA-1021 | Sale |
| 96-2927 | Packard bell computer/monitor 200 | Sale |
| 96-2927 | Mouse and pad | Sale |
| 96-2927 | Curtis surge protector, SP700 | Sale |
| 96-2927 | Cannon word processor 30 | Sale |
| 96-4576 | Makita cordless drill w/case, 2 batteries | MC Use |
| 96-6345 | Gold colored ring with one stone | Sale |
| 96-5099 | (1) watch, (4) rings, pair of earrings, (5) necklaces | Sale |
| 97-901 | Senco stapler/air #96701182 | Sale |
| 97-901 | Yellow case with tools | Sale |
| 97-581 | Bag with misc. costume jewelry | Sale |
| 97-329 | Tasco 4X32 rifle scope | Sale |
| 97-171 | Sony Stereo HTC-D159 #8859716 | Sale |
| 97-171 | Sony cassette/CD player #8859716 | Sale |
| 97-4908 | (15) CDs with black case | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--|-------------|
| 91-1159 | G.E. 40 Channel CB #26004043 | Sale |
| 91-7101 | Tape case with (12) cassette tapes | Sale |
| 91-7101 | Black & Decker drill with charger | Sale |
| 91-7101 | Sony stereo receiver #822327 | Sale |
| 91-7101 | Panasonic electric typewriter | Sale |
| 91-7101 | Pioneer disc player #KF3632542 | Sale |
| 91-7101 | Mitsubishi MC4100 Disc player #LIS20481 | Sale |
| 91-7101 | Aiwa stereo/cassette player #80803073 | Sale |
| 91-7101 | Pioneer SX212 receiver #EL3600942 | Sale |
| 91-7101 | Mitsubishi receiver #LIS9238 | Sale |
| 91-7101 | Pair of air suspension speakers | Sale |
| 91-7101 | Pair of Yamaha speakers | Sale |
| 91-7101 | Pair of Bic Venturi speakers #C80409, C80415 | Sale |
| 91-7101 | Wards mini refrigerator #7881850 | Sale |
| 91-7101 | G.E. microwave #MV9887395 | Sale |
| 91-7101 | Three bird cages | Sale |
| 91-7101 | Kamasaki generator #395004E | Sale |
| 92-5866 | Ring, 14kt with 7 diamonds | Sale |
| 95-29 | Bag with costume jewelry | Sale |
| 95-29 | Ansco 35mm camera | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|------------------------------------|-------------|
| 97-3580 | Polaroid 600 One Step camera | Sale |
| 97-3580 | Texas Instruments TI-74 calculator | Sale |
| 97-5178 | Sony camcorder #25275 | Sale |
| 97-5106 | Miscellaneous hand tools | Sale |
| 97-1460 | Pioneer CS-G203 speaker | Sale |
| 97-6116 | 2X4 Fenwick tackle box | Sale |
| 97-6116 | Berkley fishing pole and reel | Sale |
| 97-5590 | (3) toolboxes with tools | Sale |
| 97-5590 | Cobra CB #81285398 | Sale |
| 97-5590 | Micronta volt regulator | Sale |
| 97-5590 | Sanyo CD player | Sale |
| 97-5590 | Vivitar camera #BD0560938 | Sale |
| 97-5590 | Panaview camera | Sale |
| 97-5590 | Realistic receiver #4408218 | Sale |
| 97-3054 | Smith Corona typewriter | Sale |
| 97-3054 | Hewitt Packer printer #C4547A | Sale |
| 97-6889 | 1' by 3' speaker box | Sale |
| 97-6886 | (2) B.F. Goodrich tires and wheels | Sale |
| 97-4518 | MTX, 1' by 3' speaker | Sale |
| 97-4518 | UNIC R.V.-2008 amp #JO000032 | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--|-------------|
| 97-4498 | TV/video combo/action #L1004112 | Sale |
| 97-4498 | Pair of Pioneer speakers | Sale |
| 97-4498 | Air compressor #GC9701033304 | Sale |
| 97-4498 | Ibico laminator #EL1201-2778 | Sale |
| 97-4498 | Mickey Mouse wristwatch | Sale |
| 97-2504 | Black bag with assorted CDs | Sale |
| 97-3667 | Tanaka gas chainsaw #R099204 | Sale |
| 97-3667 | Stihl gas chainsaw #219174767 | Sale |
| 97-3667 | Golf bag with 12 clubs & balls | Sale |
| 97-3667 | Metal toolbox w/assorted tools | Sale |
| 97-6856 | Coleman Inflate-All compressor | Sale |
| 97-6856 | Nikon 35mm camera | Sale |
| 97-6856 | Smith Corona printer #PWP7000 | Sale |
| 97-2393 | Weedeater, MDL P-N530-402-012 | Sale |
| 97-2393 | Coleman inflator w/case #2239A352 | Sale |
| 97-5228 | Gray Craftsman toolbox w/tools | Sale |
| 97-3625 | Alpine auto deck #M41210722 | Sale |
| 97-3625 | Dennon stereo cassette deck, #1022400987 | Sale |
| 98-405228 | Silver necklace, Episope watch | Sale |
| 98-407132 | (1) clear stone | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--|-------------|
| 98-407132 | (2) rings, (1) watch, (3) necklaces | Sale |
| 98-400734 | Black & Decker 12V Cordless Drill #10364 | MC Use |
| 98-400734 | Battery charger, one extra battery | MC Use |
| 98-404780 | Action Shot 35mm camera | Sale |
| 98-404780 | Sony AM/FM walkman WM-FX425 | Sale |
| 98-404780 | (4) rings, (1) wristwatch | Sale |
| 98-404780 | (3) assorted jewelry pieces | Sale |
| 98-401869 | Samsung camcorder #67CFB01379 | Sale |
| 98-402506 | Gold colored ring with 6 stones | Sale |
| 98-402157 | Optimus 3-way electronic crossover | Sale |
| 98-402157 | JBL/GTS150 amplifier | Sale |
| 98-402157 | Clarion CD face plate | Sale |
| 98-402157 | Toshiba/TP873 power amp | Sale |
| 98-402157 | Camera Tri-Pod | Sale |
| 98-402188 | Microsoft Windows 95 upgrade | Sale |
| 98-402188 | Magnadoor pet door | Sale |
| 98-402188 | Orange floor jack, 40 piece socket set | Sale |
| 98-402188 | Black & Decker drill #DC4661 | Sale |
| 98-403767 | Miscellaneous jewelry pieces | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 98-403767 | (3) silver dollars (years of 1968, 1882, 1971), (1) 1995 half dollar, (1) 1964 quarter, (1) Indian Head nickel | Sale |
| 98-401877 | Audiovox Stereo/cassette player #N71003411 | Sale |
| 98-406183 | Jensen stereo #N80100706 | Sale |
| 98-406183 | Pair of Jensen speakers | Sale |
| 98-404798 | Sony radio, cassette-corder/CFM-10 | Sale |
| 98-407357 | Sony AM/FM compact disk player (EXCD-40) #164803 | Sale |
| 98-407862 | Quasar video camera #WK50630128 | Sale |
| 98-407862 | Quasar VCR #SB43490632 | Sale |
| 98-400058 | Porter cable circular saw | Sale |
| 98-400058 | Bosch cordless drill | Sale |
| 98-400058 | Green trailer hitch & ball | Sale |
| 98-400058 | Reese trailer hitch bar/black | Sale |
| 98-406130 | Polaroid camera 660 | Sale |
| 99-402318 | Durasteel men's wristwatch | Sale |
| 99-401317 | Miscellaneous costume jewelry & coins | Sale |
| 99-400317 | (3) watches, (1) ring, (1) bracelet | Sale |
| 99-401008 | Bag with miscellaneous jewelry | Sale |
| 99-404949 | Gold colored men's ring | Sale |
| 99-405673 | (2) O'Brien water skis | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 99-401584 | Assorted costume jewelry | Sale |
| 99-404528 | Canon typewriter #Q52061863 | Sale |
| 99-404528 | Typestar 5 with case | Sale |
| 99-403874 | Ring with blue stone | Sale |
| 99-404161 | Assorted costume jewelry | Sale |
| 99-404161 | Gold colored men's watch | Sale |
| 99-404161 | Bag of assorted matchbox cars | Sale |
| 99-403717 | (2) watches, (1) earring, (1) bracelet | Sale |
| 99-404434 | Ring (turquoise) | Sale |
| 99-404720 | G.E. mini recorder | Sale |
| 99-404916 | Watch (Stuart Anderson's) | Sale |
| 99-405018 | Westclox watch, silver bracelet | Sale |
| 99-405018 | Small Leatherman | Sale |
| 99-403217 | Bag of assorted jewelry and watches | Sale |
| 99-405344 | Pair of new Adidas tennis shoes, size 4 ½ | Sale |
| 99-405777 | Miscellaneous jewelry and watches | Sale |
| 99-405511 | Ring with blue and white stones | Sale |
| 99-402904 | (5) pieces of costume jewelry | Sale |
| 99-402904 | Baby stroller/blue | Sale |
| 99-403187 | Norelco tape player | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 99-403187 | (2) watches, (1) silver ring | Sale |
| 99-405633 | Large Maglite flashlight | Sale |
| 99-406349 | Lady's Citizen watch/gold colored | Sale |
| 99-406577 | Gold colored necklace | Sale |
| 99-406577 | Gold colored chain | Sale |
| 99-406909 | Silver colored bracelet | Sale |
| 99-406902 | Small Leatherman tool | Sale |
| 99-406902 | Lady's watch/Anne Klein | Sale |
| 99-407158 | Gold colored bracelet | Sale |
| 99-407158 | Man's wristwatch #SIDM7503 | Sale |
| 99-407101 | Miscellaneous costume jewelry | Sale |
| 99-407894 | Miscellaneous costume jewelry and watches | Sale |
| 99-400839 | Air compressor/blue in color | Sale |
| 99-400787 | Marantz AM/FM stereo receiver #8835 | Sale |
| 99-400243 | Gold colored ring w/white stone/14K | Sale |
| 99-400795 | Pair of Bushnell binoculars (Model R95885/7X35) | Sale |
| 00-400269 | Lady's wristwatch | Sale |
| 00-400269 | Gerber multi-tool | Sale |
| 00-400777 | Citizen quartz watch #20901559 | Sale |
| 00-400948 | Large Leatherman tool | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 00-400948 | (2) rings, (3) earrings | Sale |
| 00-402352 | Gold colored ring with 9 stones | Sale |
| 00-401957 | (7) Watches, (2) clear stones, (7) rings | Sale |
| 00-402945 | Ring with 5 stones | Sale |
| 00-403862 | Woman's watch, quartz with black band | Sale |
| 00-402964 | Evinrude outboard motor (6hp) serial #54078ED6527 | Sale |
| 00-402964 | Nissan outboard motor (3.5 hp) serial #309182992 | Sale |
| 00-402964 | Eagle Suppa Pro I.D. depth finder serial #7844380 | Sale |
| 00-406161 | Polaroid camera with case | Sale |
| 00-407468 | (2) bags with miscellaneous costume jewelry | Sale |
| 00-406853 | Gold colored ring/band | Sale |
| 00-405147 | Suunto Calibrator, serial #943030 | Sale |
| 00-407114 | Evinrude outboard motor, #5512-04513 | Sale |
| 00-407114 | long handled tree pruner saw | Sale |
| 01-402699 | Armitron Zone men's watch (quartz) | Sale |
| 01-402932 | Sony AM/FM compact disc player #903399 | Sale |
| 01-400387 | Gold colored pocket watch with chain | Sale |
| 01-404287 | Eagle Claw fishing pole and reel | Sale |
| none | (19) rifle cases (assorted sizes) | Sale |
| 96-4418 | Uniden Bearcat scanner #45018638 | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST - 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 97-98 | Emerson VCR, model 6000 #16160922710 | MC Use |
| 97-98 | RCA video camera #44720237 | Sale |
| 97-98 | (2) stereo car amps | Sale |
| 99-401808 | Olympus 35mm camera #1101019 | Sale |
| 99-401808 | Yashica 35mm camera #0146033 | Sale |
| 97-2320 | Fisher TV PC 5020, color #V5280288409235 | Sale |
| 97-2320 | Symphonic VCR, 4500 #H42511306 | Sale |
| 97-2320 | Sony AM/FM cassette car stereo | Sale |
| 97-2320 | Kenwood AM/FM cassette car stereo #30510568 | Sale |
| 97-2320 | Clarion car CD player | Sale |
| 97-2320 | Sony car power amp #106744 | Sale |
| 97-2320 | Power Acoustik car power amp #EQ690302 | Sale |
| 97-2320 | Optimus AM/FM cassette player | Sale |
| 97-2331 | (17) Mint gold proofs of stamps | Sale |
| 01-403522 | Lehi 14 ft aluminum boat #6404 | Sale |
| 99-400513 | Sony Trinatron monitor 20" #1242789 | Sale |
| 99-400513 | Vanguard spotting scope SF601 | Sale |
| 99-400513 | HP office jet copier/printer #SGC78AOR27 | Sale |
| 99-400513 | Umax scanner #H6W05087C010739 | Sale |
| 99-400513 | Sharp scanner #3210354X | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--|-------------|
| 99-400513 | Tektronix printer #SRP00765 | Sale |
| 99-404619 | Optimus 50 watt amp | Sale |
| 99-404619 | Alpine CD face plat stereo #M30735348A | Sale |
| 99-404619 | Alpine CD player #S70129158 | Sale |
| 99-404619 | Sony CD player with face plate #1332640CDX5490 | Sale |
| 01-403886 | Acetylene set with tanks, hoses | Sale |
| 01-403886 | Gauges and cart | Sale |
| 94-152 | Men's silver BMX-type bike | Sale |
| 94-7372 | Huffy white 18 speed bicycle #HC4191825 | Sale |
| 95-2873 | Norco mountain bike #MT9092536 | Sale |
| 97-3667 | Sekai 10 speed bicycle #DS70514-254 | Sale |
| 97-4778 | Bridgestone men's 10 speed 26" bicycle | Sale |
| 97-5590 | Royce 26" mountain bike, #0960306904 | Sale |
| 97-6856 | Murray Discovery black girl's bicycle, USA | Sale |
| 98-406745 | REI Novara purple mountain bicycle, #F2044170 | Sale |
| 98-407424 | Huffy men's red 18 speed mountain bike | Sale |
| 98-407547 | Murray men's 20" blue mountain bike #7-9776X92 | Sale |
| 99-401129 | Titan High Country red men's 26" bicycle | Sale |
| 99-401768 | Magna men's 20" bicycle #98TD486804 | Sale |
| 99-401957 | Novara men's purple 26" mountain bike | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|---|-------------|
| 99-402160 | Visat girl's 3 speed bicycle #P242611 | Sale |
| 99-402810 | Spaulding men's' blue 18 speed bicycle | Sale |
| 99-403184 | Huffy White River bicycle #83329HUFFY16600 | Sale |
| 99-404019 | Univega girl's 20" bicycle #4C911697 | Sale |
| 99-404658 | Schwinn Varsity red men's bicycle | Sale |
| 99-405540 | Reflex men's gray 18 speed bicycle | Sale |
| 99-405576 | Schwinn men's 10 speed bicycle #EH057850 | Sale |
| 99-406087 | Men's purple 20" bicycle #R80090522 | Sale |
| 99-406809 | Royce BMX chrome 20" bicycle #59JY10127 | Sale |
| 99-406991 | Roadmaster mountain bike #RMC24308455 | Sale |
| 00-401421 | Jamis men's' 20" bicycle #489420503 | MC Use |
| 00-401952 | Super men's green 15 speed bicycle | Sale |
| 00-405209 | Giant men's' 18 speed mountain bike #GY433854 | Sale |
| 00-405443 | Schwinn girl's red 26" traveler bicycle | Sale |
| 00-405821 | Magna girl's silver 20" bicycle #96TD367683 | Sale |
| 00-406125 | Schwinn 10 speed orange Latour bicycle #8A04265 | Sale |
| 00-406606 | Blue mountain bike #00TD893514 | MC Use |
| 00-406829 | Magna Trepid girl's purple bicycle #8503-38 | MC Use |
| 00-406885 | Murray men's 18 speed bicycle MOK6727697 | Sale |
| 00-407487 | Univega black men's 18 speed bicycle #L926818 | Sale |

MULTNOMAH COUNTY
DEPARTMENT OF PUBLIC SAFETY
FOUND/UNCLAIMED PROPERTY FOR DISPOSAL
LIST – 01-03

| FILE NUMBER | PROPERTY DESCRIPTION | DISPOSITION |
|-------------|--|-------------|
| 00-408406 | Kawasaki silver 16" bicycle #K97K01482 | Sale |
| 01-400450 | Vertical black 20" BMX bike #091D195125 | Sale |
| 01-400938 | Magna red 20" mountain bicycle #99TD181424 | MC Use |
| 01-401789 | Men's purple 26" mountain bike | Sale |
| 01-404287 | Schwinn Frontier bicycle #V5L01328 | Sale |
| 01-404287 | Magna Great Divide green bicycle #96TD976298 | Sale |
| 99-405349 | Mongoose 20" bicycle #R19607RT065011H | Sale |
| 01-404289 | Silver colored ring with one clear stone | Sale |
| 99-406884 | Girl's blue and pink mountain bike | Sale |
| 01-405802 | Trek men's bike, model 800, #T11515216 | Sale |
| 99-400114 | Men's gold colored ring | Sale |

MEETING DATE: November 29, 2001
AGENDA NO: C-2
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Collaborative Agreement with Gresham to maintain a SERT tactical Unit

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: MCSO DIVISION: MCSO Enforcement

CONTACT: Barbara Simon TELEPHONE #: 503-988-4326
BLDG/ROOM #: 503 / 350 / Simon

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Government Contract with Gresham to Maintain combined Special Emergency Response Team (SERT) Tactical Unit

11/30/01 originals to DAVID BEAALSONA

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Dan Noelle
(OR)

DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
01 NOV 21 PM 4:15
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Multnomah County Sheriff's Office

501 SE Hawthorne Blvd. Ste 350. Portland, OR 97214

DAN NOELLE
SHERIFF

Phone: (503) 988-4300
TTY: (503) 988-4500

BOARD OF COUNTY COMMISSIONERS AGENDA ITEM BRIEFING—SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Barbara Simon
Today's Date: November 8, 2001
Requested Placement Date: November 29, 2001

- I. Recommendation/Action Requested**
Approval of Agreement between Gresham Police Department and the Multnomah County Sheriff's Office to continue a combined Special Emergency Response Team (SERT) tactical unit to respond to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County including all jail facilities.
- II. Background Analysis**
The MCSO and the Gresham Police Department have had a combined SERT since 1996. This IGA continues that agreement from November 1, 2001 to November 1, 2004.
Financial Impact
There is no direct fiscal impact though the agreement identifies the responsibilities of each party.
- III. Legal Issues:**
The IGA has been approved by the County Attorney's Office.
- IV. Controversial Issues**
None
- V. Link to Current County Policies**
Good Government
Safe Communities
- VI. Citizen Participation**
None
- VII. Other Government Participation**
City of Gresham

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 0210036
 Amendment #: _____

| | | |
|--|--|--|
| <p style="text-align: center;">CLASS I</p> <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 checked="" 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) | <p style="text-align: center;">CLASS II</p> <input type="checkbox"/> Professional Services that exceed \$50,000 or awarded by RFP or Exemption (regardless of amount) <input type="checkbox"/> PCRBA 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) | <p style="text-align: center;">CLASS III</p> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-2</u> DATE <u>11-29-01</u> DEB BOGSTAD, BOARD CLERK</p> |
|--|--|--|

Department: Sheriff Division: Enforcement Date: 10-25-01
 Originator: Captain Lee Graham Phone: 251-2407 Bldg/Rm: 313-124
 Contact: Dave Braaksma Phone: 988-4415 Bldg/Rm: 503-350

Description of Contract: Government contract with the city of Gresham to maintain a SERT tactical Unit

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)

| | |
|---|---|
| Contractor <u>City of Gresham</u> Address <u>1333 NW Eastman Parkway</u> <u>Gresham, OR 97030</u> Attn: <u>Chief Deputy Gerald Johnson</u> Phone <u>618-2318</u> | Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other |
| Employer ID# or SS# _____ Effective Date <u>11/01/01</u> Termination Date <u>11/01/04</u> Original Contract Amount \$ <u>-0-</u> Total Amt of Previous Amendments \$ _____ Amount of Amendment \$ _____ Total Amount of Agreement \$ <u>-0-</u> | <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No |

REQUIRED SIGNATURES

Department Manager Peter C. VanGhe DATE 10/25/01
 Purchasing Manager _____ DATE _____
 County Counsel [Signature] DATE 10/29/01
 County Chair [Signature] DATE 11-29-01
 Sheriff [Signature] DATE 10/25/01
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

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

GOVERNMENT CONTRACT (190 AGREEMENT)

This is an Agreement between Gresham Police Department (GPD) and the Multnomah County Sheriff's Office (MCSO), pursuant to authority granted in ORS Chapter 190.

PURPOSE:

The purpose of this agreement is that the parties want to continue a combined Special Emergency Response Team (SERT) tactical unit to respond to high risk and tactical incidents within the City of Gresham and unincorporated Multnomah County including all jail facilities. The Team shall be known as GPD/MCSO SERT.

The parties agree as follows:

1. **TERM** The term of this agreement shall be from November 1, 2001 to November 1, 2004 unless terminated under the provisions below.
2. **RESPONSIBILITIES OF GPD.** GPD agrees as follows:
 - a) GPD shall provide and maintain the SERT Tactical Van, Armored Vehicle and a Crisis Negotiation Team vehicle (CNT) to transport SERT equipment for incidents and training.
 - b) GPD shall provide the administration (and shared) supervision of the SERT Team.
 - c) GPD and MCSO shall share responsibilities to provide the necessary orientation and monthly training in the area of tactical response.
3. **RESPONSIBILITIES OF MCSO.** MCSO agrees as follows:
 - a) MCSO shall assign a minimum of (5) five deputies and one supervisor to the Tactical unit, and one Hostage Negotiator to the Crisis Negotiation Team for the duration of the agreement using selection criteria determined by GPD. MCSO personnel will meet and maintain the physical requirements of GPD for SERT membership.
 - b) MCSO shall provide its personnel with GPD comparable uniforms, weapons, and other specialized equipment. MCSO shall reimburse GPD for proportionate costs incurred for ammunition, chemical agents and other expendables at a rate commensurate with the percentage of personnel assigned to the team.
 - c) MCSO shall provide a Mobile Command Post. The Mobile Command Post will provide space for planning. It will also provide Tactical and phone communications.
 - d) All costs for MCSO personnel salaries, including overtime for training, call outs for incidents, and Workers Compensation will be the responsibility of MCSO.
4. **TERMINATION** This agreement may be terminated prior to the expiration of the agreed term:
 - a. By mutual written consent of the parties; or,
 - b. By either party upon 30 days' written notice to the other, delivered by certified mail or in person; or,

- c. By either party effective upon delivery of written notice to the other party under any of the following conditions:
 - (i) if a party fails to provide services called for by this agreement within the time specified or an extension thereof;
 - (ii) if a party fails to perform any other provision of this agreement, or fails to pursue the work of this agreement in accordance with its terms after receipt of 10 days written notice of failure to perform.

Any termination of the agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

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 GPD 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 Oregon Tort Claims Act, ORS 30.260 through 30.300 GPD shall indemnify, defend and hold harmless County from and against all liability, loss and costs arising out of or resulting from the acts of GPD, its officers, employees and agents in the performance of this agreement.

6. INSURANCE Each party shall each be responsible for providing worker's compensation insurance as required by law. 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. SERT OPERATIONS

- I. All operations conducted within the jurisdiction of the City of Gresham will be under the command and control of GPD.
- II. MCSO personnel assigned to the SERT Team shall operate under all the rules, regulations and operational procedures of GPD during operations within the City of Gresham.

III. In the event that it becomes necessary to utilize the SERT Team within unincorporated Multnomah County or a jail facility, incident command will be the jurisdiction's responsibility. Incident Command may call off or cancel the mission at their discretion.

b. REPORTS

MCSO and GPD command shall receive an "after action report" from the SERT Team Leader or his designee detailing the operational activities of all call outs and monthly training sessions

c. NOTICES

Any notices required by this agreement shall be sent by the parties to the addresses below:

City of Gresham
Police Department
1333 NW Eastman Parkway
Gresham, Oregon 97030

Multnomah County
Sheriff's Office
12240 NE Glisan
Portland, Oregon 97230

Attn: Deputy Chief Gerald Johnson

Attn. Captain Lee Graham

MULTNOMAH COUNTY, OREGON

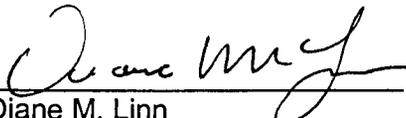
GRESHAM POLICE DEPARTMENT

By 
Dan Noelle

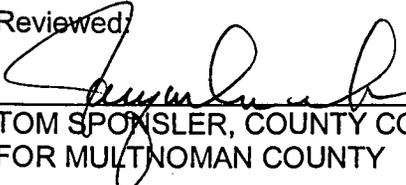
By _____
Bernard Giusto

Title Sheriff

Title Chief of Police

By 
Diane M. Linn

Title County Chair

Reviewed: 
TOM SPONSLER, COUNTY COUNSEL
FOR MULTNOMAH COUNTY

Approved as to form:

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-2 DATE 11-29-01
DEB BOGSTAD, BOARD CLERK

MEETING DATE: November 29, 2001
AGENDA NO: C-3
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of the Department of State Police Criminal Justice Services Division for Centralizing Domestic Violence Information & Referral/Crisis Counseling Line Services for the period 10/101 through 9/30/02. The Grant award is NO: #01-047 in the amount of \$110,868. A budget modification is pending to add this funding to the Department's budget.

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Next Available
AMOUNT OF TIME NEEDED: Consent

DEPARTMENT: DCFS DIVISION: Director's Office

CONTACT Chiquita Rollins TELEPHONE #: 503. 988-3010, ext. 84112
BLDG/ROOM #: 166/9

PERSON(S) MAKING PRESENTATION: N/A

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Approval Of The Department Of State Police Criminal Justice Services Division For Centralizing Domestic Violence Information & Referral/Crisis Counseling Line Services.

11/30/01 ORIGINALS to Lynn Ewins

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

ACTING DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

F:\ADMIN\Ceu\CEUStartFY0102\CpuREV\deptof statepolicebyfnegrantbccagenda.doc

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 NOV 21 PM 5:02



MULTNOMAH COUNTY OREGON

421 SW Sixth – Seventh Floor
Portland OR 97216-1618
(503) 988-3691 phone
(503) 988-3379 fax

TO: Board of County Commissioners

FROM: James McConnell, Acting Director
Department of Community and Family Services

DATE: November 14, 2001

SUBJECT: Oregon Department of State Police Criminal Justice Division Edward Byrne
Memorial Formula Grant Program for Centralizing Domestic Violence Information
& Referral/Crisis Counseling Line Services

- I. **Recommendation Action Requested:** The Department of Community and Family Services recommends Board of County Commissioner approval of the Oregon Department of State Police Criminal Justice Division Edward Byrne Memorial Formula Grant for the period October 1, 2001 through September 30, 2002.
- II. **Background/Analysis:** The Department of Community and Family Services has received funding from the Edward Byrne Memorial Formula Grant NO: #01-047 for Centralizing Domestic Violence Information & Referral/Crisis Counseling Line Services. The grant will provide funds for the Domestic Violence Coordinator's Office to hire staff to redesign the existing domestic violence crisis intervention and information and referral system serving the Tri-county area.
- III. **Financial Impact:** This grant award from Byrne's Memorial Funds is \$110,868. A budget modification is pending to add this funding to the Department's budget. The outside match funds is \$36,970. Total projected income is \$147,838.
- IV. **Legal Issues:** None
- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** This grant supports activities of reducing domestic violence and reducing crime, leading to the reduction of overlap and duplication of services.
- VII. **Citizen Participation:** The proposed project has the support of the Family Violence Coordinating Council as well as support from domestic violence victim service providers including Portland Women's Crisis Line, the Portland Police Bureau and other professionals involved in domestic violence intervention systems. The local chapters of Soroptimists International have provided one-third of the necessary match for this project.
- VIII. **Other Government Participation:** The domestic violence providers and the Portland Police Bureau were active partners in planning for this grant application. It is anticipated that the Portland Police Bureau and others will provide part of the required match outside the County.

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

Contract #: **0210219**

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

Amendment #: **0**

| | | |
|--|--|---|
| <p align="center">Class I</p> <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) | <p align="center">Class II</p> <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) | <p align="center">Class III</p> <input type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue Non-190 <p align="center">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-3</u> DATE <u>11-29-01</u> DEB BOGSTAD, BOARD CLERK</p> |
|--|--|---|

Department: Community and Family Services Division: Director's Office Date: November 14, 2001
 Originator: Chiquita Rollins Phone: 84112 Bldg/Rm: 166/9
 Contact: Lynn Ervins & Debra Crawford (GA) Phone: 26644 & 27243 Bldg/Rm: 166/7

Description of Contract **Grant Award received from the Edward Byrne Memorial Formula Grant Program for Centralizing Domestic Violence Information & Referral/Crisis Counseling Line Services for the period October 1, 2001 through September 30, 2002. Grant NO: #01-047.**

| | |
|---|----------------------------|
| RENEWAL: <input type="checkbox"/> | PREVIOUS CONTRACT #(S): |
| RFP/BID: <u>N/A</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 Department of State Police Criminal Justice Services Division | |
| Address 400 Public Service Building Salem OR 97310 | Remittance Address _____ (If different) |
| Phone (503) 378-3720 | Payment Schedule / Terms |
| Employer ID# or SS# 93-6001779 | <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt |
| Effective Date October 1, 2001 | <input type="checkbox"/> Monthly \$ <u>Invoice</u> <input type="checkbox"/> Net 30 |
| Termination Date September 30, 2002 | <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other |
| Original Contract Amount \$ 110,868 | <input type="checkbox"/> Requirements \$ _____ |
| Total Amt of Previous Amendments \$ 0 | Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Amount of Amendment \$ 0 | |
| Total Amount of Agreement \$ 110,868 | |

REQUIRED SIGNATURES

Department Manager: James McDonnell (DC) DATE 11/15/01
 Purchasing Manager: _____ DATE _____
 County Counsel: Katie Surf DATE 11/20/01
 County Chair: Debbie G... DATE 11-29-01
 Sheriff: _____ DATE _____
 Contract Administration: _____ DATE _____

| | | | | | | | | | |
|-----------------------------|--|--|--|--|----------------|----------------|-----------|--|--|
| CUSTOMER VENDOR CODE 300022 | | | | | DEPT REFERENCE | | | | |
| LINE # | | | | | FM | WBS | | | |
| 01 | | | | | 21193 | CFSDO DV BRYNE | \$110,868 | | |
| 02 | | | | | | | | | |
| 03 | | | | | | | | | |

OREGON DEPARTMENT OF STATE POLICE
 CRIMINAL JUSTICE SERVICES DIVISION
 EDWARD BYRNE MEMORIAL FORMULA GRANT PROGRAM

GRANT AWARD CONDITIONS AND CERTIFICATIONS

| | | | |
|-------------------|---|-------------------|---------------------------|
| PROGRAM NAME: | Centralized Domestic Violence Information & Referral/Crisis Counseling Line | GRANT NO: | #01-047 |
| GRANTEE: | Multnomah County Department of Community & Family Services | FY 2001 AWARD: | \$110,868 |
| ADDRESS: | Domestic Violence Coordinator's Office 421 SW 6 th Ave. Suite 700 Portland, OR 97204 | AWARD PERIOD: | 10/1/01 thru 9/30/02 |
| PROGRAM DIRECTOR: | Chiquita Rollins | TELEPHONE: | (503) 988-4112 |
| PROGRAM CONTACT: | Chiquita Rollins | TELEPHONE: | (503) 988-4112 |
| | | FAX: | (503) 988-5563 |
| FISCAL CONTACT: | Debra Crawford | TELEPHONE: | (503) 988-3691 x 27243 |

BUDGET

INCOME

| | |
|---------------------|-----------|
| Federal Grant Funds | \$110,868 |
| Match Funds | \$36,970 |

TOTAL INCOME: \$147,838

EXPENSES

| | |
|-----------------------------|----------|
| Personnel | \$84,348 |
| Equipment | \$13,500 |
| Travel/Conferences/Training | \$1,561 |
| Supplies | \$2,300 |
| Contractual Services | \$31,704 |
| Rent and Utilities | \$5,424 |
| Administrative Costs | \$9,001 |

TOTAL EXPENSES: \$147,838

This document along with the conditions of award, the grant application attached hereto, the *Grant Management Handbook* and any other document referenced, constitutes an agreement between the Criminal Justice Services Division (CJSD) of the Department of State Police and the Grantee. No waiver, consent, modification or change of terms of this contract shall be binding unless agreed to in writing and signed by both the Grantee and CJSD. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The Grantee, by signature of its authorized representative, hereby acknowledges that he/she has read this contract, understands it, and agrees to be bound by its terms and conditions (including all references to other documents). Failure to comply with this agreement and with applicable state and federal rules and guidelines may result in the withholding of reimbursement, the termination of the agreement, denial of future grants, and/or damages to CJSD.

CONDITIONS OF AWARD

General Provisions

1. The Grantee agrees to operate the project as described in the application and to expend funds in accordance with the approved budget unless the Grantee receives prior written approval by CJSD to modify the project or budget. CJSD may withhold funds for any expenditure not within the approved budget or in excess of amounts approved by CJSD. Failure of the Grantee to operate the program in accordance with the written agreed upon objectives contained in the grant application and budget will be grounds for immediate suspension and/or termination of the grant agreement.
2. The Grantee agrees to comply with the provisions of all-applicable state and federal laws, rules and regulations, and the most recent version of the *Grant Management Handbook* published by CJSD.
3. The Grantee agrees that all public statements referring to the project must state that funds for this project come from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and must state the percent or dollar amount of federal funds used in the project.
4. The Grantee agrees to maintain accounting and financial records in accordance with Generally Accepted Accounting Principles (GAAP) and the standards of the Office of Justice Programs set forth in the OJP Guideline Manual (OJP M 7100.IE) or most current version. It is the responsibility of the Grantee to obtain a copy of the OJP Guideline Manual from the Office of Justice Programs and apprise themselves of all rules and regulations set forth.
5. **The Grantee acknowledges by accepting grant funds that all reported program match is in the form of a cash match and not in-kind or other federal funds.** The Grantee acknowledges that all rules that apply to grant funds apply to match funds. Grant and match funds must be used only for Byrne funded programs during the grant period to support the goals, objectives and activities as identified in the grant application. Match funds cannot be used to support activities that are not concurrently supported by Byrne grant funds.
6. **Failure of the Grantee to submit the required financial, program or audit reports, or to resolve financial, program, or audit issues may result in the suspension of grant payments and/or termination of the grant agreement.**
7. All financial records, supporting documents, statistical records and all other records pertinent to this grant or contracts under this grant shall be retained by the Grantee for a minimum of five years for purposes of State of Oregon or Federal examination and audit. CJSD, Oregon Secretary of State, and the Office of the Comptroller, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts. The right of access is not limited to the required retention period but shall last as long as the records are retained.
8. The Grantee shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, defend, save, hold harmless, and indemnify the State of Oregon and CJSD, their officers, employees, agents, and members from all claims, suits and actions of whatsoever nature resulting from or arising out of the activities of Grantee, its officers, employees, subcontractors, or agents under this grant.

Grantee shall require any subcontractor to defend, save, hold harmless and indemnify the State of Oregon, Criminal Justice Services Division and the Oregon State Police, their officers, employees, agents, and members, from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of subcontractor under or pursuant to this grant.

Grantee shall, if liability insurance is required of any subcontractor, also require subcontractor to provide that the State of Oregon, Criminal Justice Services Division and Oregon State Police and their officers, employees and members are Additional Insureds, but only with respect to the subcontractor's services performed under this grant.

Progress Reports

The Grantee agrees to submit a report each quarter on its progress in meeting each of its agreed upon objectives. The narrative report shall address each objective set forth in the application. Reports must be received no later than **January 31, 2002; April 30, 2002; July 31, 2002; and October 31, 2002.** Any progress report that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend a progress report requirement past its due date.

Financial Reimbursement Reports

1. In order to receive reimbursement, the Grantee agrees to submit the original signed Request for Reimbursement (RFR) which includes supporting documentation for all grant and match expenditures. RFRs must be received no later than **January 31, 2002; April 30, 2002; July 31, 2002; and October 31, 2002.** Reimbursements for expenses will be withheld if progress reports are not submitted by the specified dates or are incomplete. Any RFR that is outstanding for more than one month past the due date may cause the suspension and/or termination of the grant. Grantee must receive prior written approval from CJSD to extend an RFR requirement past its due date.
2. Reimbursement rates for travel expenses shall not exceed those allowed by the State of Oregon. Requests for reimbursement for travel must be supported with a detailed statement identifying the person who traveled, the purpose of the travel, the times, dates, and places of travel, and the actual expenses or authorized rates incurred.
3. When requesting reimbursement for equipment costing over \$5,000, the Grantee agrees to provide a description of the equipment, purchase price, date of purchase, and identifying numbers if any.
4. Reimbursements will only be made for actual expenses incurred during the grant period. The Grantee agrees that no grant funds may be used for expenses incurred before **October 1, 2001** or after **September 30, 2002.**
5. Grantee shall be accountable for and shall repay any overpayment, audit disallowance's or any other breach of grant that results in a debt owed to the Federal Government. CJSD shall apply interest, penalties, and administrative costs to a delinquent debt owed by a debtor pursuant to the Federal Claims Collection Standards and OMB Circular A-129.

Suspension or Termination of Funding

The Criminal Justice Services Division may suspend funding in whole or in part, terminate funding, or impose another sanction on a Byrne recipient for any of the following reasons:

1. Failure to comply substantially with the requirements or statutory objectives of the Edward Byrne Memorial State and Local Law Enforcement Assistance Program guidelines issued thereunder, or other provisions of federal law.
 2. Failure to make satisfactory progress toward the goals and objectives set forth in the application.
 3. Failure to adhere to the requirements of the grant award and standard or special conditions.
 4. Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected.
 5. Failing to comply substantially with any other applicable federal or state statute, regulation, or guideline.
- Before imposing sanctions, the Criminal Justice Services Division will provide reasonable notice to the grantee of its intent to impose sanctions and will attempt to resolve the problem informally.

Supplanting

1. The Grantee certifies that federal funds will not be used to supplant state or local funds, but will be used to increase the amount of funds that, in the absence of federal aid, would be made available to the grantee to fund projects within the Byrne program guidelines.
2. The Grantee certifies that match funds required to pay the non-Federal portion of the project shall be in addition to funds that would otherwise be made available to fund projects within the Byrne program guidelines.

Audit Report

Non-federal entities that *expend* \$300,000 or more in Federal funds (from all sources) in the organization fiscal year shall have a single organization-wide audit conducted in accordance with the provisions of OMB Circular A-133. Copies of all audits must be submitted to CJSD within 30 days of completion. Non-federal entities that expend less than \$300,000 a year in Federal funds are exempt from Federal audit requirements for that year. Records must be available for review or audit by appropriate officials including the Federal agency, pass through entity, and General Accounting Office (GAO).

Audit costs for audits not required in accordance with OMB Circular A-133 are unallowable. If the grantee did not expend \$300,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit; these costs may not be charged to the grant.

Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

(The following is required by the regulations published May 26, 1988, implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 69 and 28 CFR Part 67.) The grantee certifies by accepting grant funds that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any Federal department or agency.

Grantee Compliance

The grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Oregon, the Federal Government and CJSD in the performance of this agreement, including but not limited to:

- (a) The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures, and Federal laws or regulations applicable to Federal assistance programs.
- (b) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646).
- (c) Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat.97, approved December 31, 1976.
- (d) Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.)
- (e) National Environmental Policy Act of 1969, 42 USC pars. 4321 et seq.
- (f) Flood Disaster Protection Act of 1973, 42 USC pars. 4001 et seq.
- (g) Clean Air Act of 1970, 42 USC pars. 7401 et seq.
- (h) Clean Water Act, 33 USC pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15)

- (i) Federal Water Pollution Control Act of 1948, as amended, 33 USC pars. 1251 et seq.
- (j) Safe Drinking Water Act of 1974, 42 USC pars. 300f et seq.
- (k) Endangered Species Act of 1973, 16 USC pars. 1531 et seq.
- (l) Wild and Scenic Rivers Act of 1968, as amended, 16 USC pars 1271 et seq.
- (m) Historical and Archaeological Data Preservation Act of 1960, as amended, 16 USC pars. 469 et seq.
- (n) Coastal Zone Management Act of 1972, 16 USC pars. 1451 et seq.
- (o) Coastal Barrier Resources Act of 1982, 16 USC pars. 3501 et seq.
- (p) Indian Self-Determination Act, 25 USC par. 450f.
- (q) Intergovernmental Cooperation Act of 1968, 42 USC 4201 et seq.
- (r) Hatch Political Activity Act of 1940, as amended, 5 USC pars. 1501 et seq.
- (s) Animal Welfare Act of 1970, 7 USC pars. 2131 et seq.
- (t) Demonstration Cities and Metropolitan Development Act of 1966, 42 USC pars. 3301 et seq.
- (u) Federal Fair Labor Standards Act of 1938 (as appropriate), as amended, 20 USC pars. 201 et seq.

Certification of Non-discrimination

The grantee, and all its subgrantees and contractors, certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, handicap, or gender. The grantee, and all its subgrantees and contractors, assures compliance with the following laws:

- a. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended;
- b. Title IV of the Civil Rights Act of 1964, as amended;
- c. Section 504 of the Rehabilitation Act of 1973, as amended;
- d. Title II of the Americans with Disabilities Act (ADA) of 1990,
- e. Title IX of the Education Amendments of 1972;
- f. The Age Discrimination Act of 1975;
- g. The Department of Justice Nondiscrimination Regulations 28 CFR Part 42, Subparts C, D, E, and G;
- h. The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, handicap or gender against the grantee or any of its subgrantees, the grantee or any of its subgrantees will forward a copy of the finding to the Criminal Justice Services Division (CJSD). CJSD will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Civil Rights Compliance

All recipients of federal grant funds are required to comply with nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq. (prohibiting discrimination in programs or activities on the basis of race, color, and national origin); Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. §3789d(c)(1) (prohibiting discrimination in employment practices or in programs and activities on the basis of race, color, religion, national origin, and gender); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 et seq. (prohibiting discrimination in employment practices or in programs and activities on the basis of disability); Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12131 (prohibiting discrimination in services, programs, and activities on the basis of disability); The Age Discrimination Act of

1975, 42 U.S.C. § 6101-07 (prohibiting discrimination in programs and activities on the basis of age); and Title IX of the Education Amendments of 1972, 20 U.S.C § 1681 et seq. (prohibiting discrimination in educational programs or activities on the basis of gender).

Equal Employment Opportunity Program

If the grantee, or any of its subgrantees, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of three percent or more, the grantee, or any of its subgrantees, agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the grantee, or any of its subgrantees, has 50 or more employees, is receiving more than \$25,000 pursuant to this agreement, and has a service population with a minority representation of less than three percent, the grantee or any of its subgrantees, agrees to formulate, implement and maintain an equal employment opportunity program relating to its practices affecting women. The grantee, and any of its subgrantees, certifies that an equal employment opportunity program as required by this section will be in effect on or before the effective date of this agreement. Any grantee, and any of its subgrantees, receiving more than \$500,000, either through this agreement or in aggregate grant funds in any fiscal year, shall in addition submit a copy of its equal employment opportunity plan at the same time as the application submission, with the understanding that the application for funds may not be awarded prior to approval of the grantee's, or any of its subgrantees', equal employment opportunity program by the Office for Civil Rights, Office of Justice Programs, Bureau of Justice Assistance.

If required to formulate an Equal Employment Opportunity Program (EEOP), the grantee must maintain a current copy on file which meets the applicable requirements.

National Environmental Policy Act (NEPA) Special Condition for U.S. Department of Justice Grant Programs

Prior to obligating grant funds, the grantee agrees to first determine if any of the following activities will be related to the use of the grant funds. Grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

1. new construction;
2. minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain;
3. a renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
4. implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from the Bureau of Justice Assistance, agrees to cooperate with the Bureau of Justice Assistance in any preparation by the Bureau of Justice Assistance of a national or program environmental assessment of that funded program or activity.

Certification Regarding Drug Free Workplace Requirements

The grantee certifies that it will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Requiring that each employee engaged in the performance of the grant be given a copy of the employer's statement required by paragraph (a).
- d. Notifying the employee that, as a condition of employment under the award, the employee will:
1. Abide by the terms of the statement; and
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction.
- e. Notifying the grantee within ten days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice, with respect to any employee who is so convicted:
1. Taking appropriate personnel action against such an employee, up to and including termination; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by federal, state, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace.

Copyrights and Patents

If this agreement results in a copyright, the CJSD and the Office of Justice Programs reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Grantee, subgrantee or any of its subcontractors shall immediately notify CJSD. The CJSD will provide the Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

Acceptance

The individual signing this grant agreement on behalf of Multnomah County Department of Community & Family Services, entered into with the Criminal Justice Services Division, hereby certifies and swears under penalty of perjury that s/he is authorized to act on behalf of Multnomah County Department of Community & Family Services.

Carmen Merlo, Director
Criminal Justice Services Division
Oregon State Police
400 Public Service Building
Salem, OR 97310

Date

Signature of Authorized Grantee Official

Date

Name/Title

BY James McConnell (DC) 11/15/01
Director, Dept of Community and Family Services Date

BY Diane M. Linn 11-29-01
Multnomah County Chair Date

REVIEWED:

THOMAS SPONSLER, County Attorney for
Multnomah County, Oregon

BY Katie G... 11/20/01
Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-3 DATE 11-29-01
DEB BOGSTAD, BOARD CLERK

MEETING DATE: November 29, 2001
AGENDA NO: C-4
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Director Custody Holds per ORS 426.215

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DCFS DIVISION: Behavioral Health

CONTACT: Shawin Khan TELEPHONE #: (503) 988-5464, ext 27067
BLDG/ROOM #: 166/6

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

ORDER Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

11/30/01 copies to Shawin Khan

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: Denise Chuckovich

BOARD OF
COUNTY COMMISSIONERS
01 NOV 21 PM 4:25
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Community and Family Services
MULTNOMAH COUNTY OREGON

Behavioral Health Division
421 SW Sixth Avenue, Suite 600
Portland, Oregon 97204-1618
(503) 988-5464 phone
(503) 988-3926 fax
(503) 988-3598 TDD

SUPPLEMENTAL STAFF REPORT

To: Board of County Commissioners
From: Shawin Khan
Date: November 15, 2001
Date of Agenda Placement: November 29, 2001
Re: Authorizing designees of the Mental Health Program Director to direct a peace officer to take an allegedly mentally ill person into custody.

1. Recommendation/Action Requested:
Authorize additional individuals to direct peace officers to take an allegedly mentally ill person into custody.
2. Background/Analysis:
Outpatient mental health agencies depend upon certain staff having the ability to assess clients for a Director Designee Custody. This certification allows the designee to direct the police to take into custody any individual with mental health issues who is judged dangerous to self or others. Police then transport the individual to a treatment center (Crisis Triage Center or emergency room). As agencies experience staffing turnovers, new staff need to be trained and authorized.
3. Financial Impact:
None
4. Legal Issues:
In accordance with ORS 426.215
5. Controversial Issues:
Not aware of any controversial issues.
6. Link to Current County Policies:
Authorizing mental health staff to perform this function promotes public safety.
7. Citizen Participation: N/A
8. Other Government Participation: N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. _____

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Karen Pauly
Matthew Sturgeon
Anna Baumgart
Nancy Knopf

ADOPTED this 29th day of November, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By


Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDER NO. 01-151

Authorizing Designees of the Mental Health Program Director to Direct a Peace Officer to Take an Allegedly Mentally Ill Person into Custody

The Multnomah County Board of Commissioners Finds:

- a) If authorized by a county governing body, a designee of a mental health program director may direct a peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody, and treatment of mental illness.
- b) There is a current need for specified designees of the Multnomah County Mental Health Program Director to have the authority to direct a peace officer to take an allegedly mentally ill person into custody.
- c) All the designees listed below have been specifically recommended by the Mental Health Program Director and meet the standards established by the Mental Health Division.

The Multnomah County Board of Commissioners Orders:

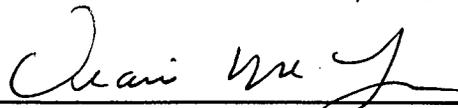
1. The individuals listed below are authorized as designees of the Mental Health Program Director for Multnomah County to direct any peace officer to take into custody a person whom the designee has probable cause to believe is dangerous to self or others and whom the designee has probable cause to believe is in need of immediate care, custody or treatment for mental illness.
2. Added to the list of designees are:

Karen Pauly
Matthew Sturgeon
Anna Baumgart
Nancy Knopf

ADOPTED this 29th day of November, 2001.



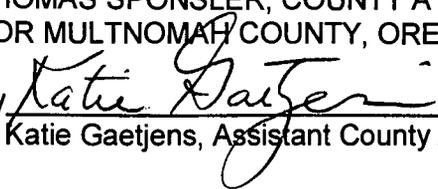
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Katie Gaetjens, Assistant County Attorney

MEETING DATE: November 29, 2001
AGENDA NO: C-5
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment No. 3 to GA with Troutdale for Troutdale Road Sidewalk Project

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: N/A

DEPARTMENT: DSCD DIVISION: Transportation

CONTACT: Karen Schilling TELEPHONE #: (503) 988-5050 x 29635
BLDG/ROOM #: 455/Yeon Annex

PERSON(S) MAKING PRESENTATION: Consent Calendar

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Approval of Amendment No. 3 to Governmental Agreement with Troutdale for Troutdale Road Sidewalk Project

11/30/01 ORIGINALS to CATHERINE KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

(OR) DEPARTMENT MANAGER: Michael Oswald

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMIS
01 NOV 21 11:5:13
MULTNOMAH
OREGON



IGA Contract

| Vendor Address |
|--|
| TROUTDALE CITY OF 104 SE KIBLING TROUTDALE OR 97060-2099 |

| Information | |
|---------------------|------------------------------|
| Contract Number | 4600001732 |
| Date | 02/13/2001 |
| Vendor No. | 11916 |
| Contact/Phone | DSCD Transport'n / X26798 |
| Validity Period: | 02/13/2001 - 06/30/2002 |
| Minority Indicator: | Not Identified |

Estimated Target Value: 195,800.00 USD

| Item | Material/Description | Target Qty | UM | Unit Price |
|------|--|------------|---------|------------|
| 0001 | <p>*** Validity period changed ***</p> <p>Troutdale Rd Sidewalk Project</p> <p>Plant: F030 Sustainable Community Dvpmt Requirements Tracking Number: 0010834 <i>Intergovernmental Agreement with the City of Troutdale for the Troutdale Road Sidewalk Project (between Cherry Park Road and Chapman Avenue). Contact person (Road): Harold Maxa Contact Person (Bike): April Siebenaler Original contract date: January 12, 2000 - June 30, 2001 Amendment #1 increased amount \$31,000 Amendment #2 extends termination date to December 31, 2001 Amendment #3 extends termination date to June 30, 2002 Old contract number: 0010834</i></p> <p>*** Text changed ***</p> | 195,800 | Dollars | \$ 1.0000 |

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

Pre-approved Contract Boilerplate (with County Counsel signature) Attached Not Attached Contract #: 4600001732
 Amendment #: 3

| | | |
|---|---|--|
| <p style="text-align: center;">CLASS I</p> <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) | <p style="text-align: center;">CLASS II</p> <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) | <p style="text-align: center;">CLASS III</p> <input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) that exceeds \$50,000 <input type="checkbox"/> Expenditure <input checked="" type="checkbox"/> Revenue <p style="text-align: center;">APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # <u>C-5</u> DATE <u>11-29-01</u> DEB BOGSTAD, BOARD CLERK</p> |
|---|---|--|

Department: Environmental Services Division: Transportation Division Date: 10/18/01
 Originator: April Siebenaler Phone: X29637 Bldg/Rm: 455/Yeon Annex
 Contact: Cathey Kramer Phone: X22589 Bldg/Rm: 455/Yeon Annex

Description of Contract: Amendment No. 3 to Intergovernmental Agreement with the City of Troutdale for the Troutdale Road Sidewalk Project, between Cherry Park Road and Chapman Avenue. This amendment extends the termination date from December 31, 2001, to June 30, 2002. There are no additional costs. (Previous Contract No. 0010834)

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)

| | |
|--|--|
| <p style="text-align: right;">* \$113,400 Troutdale (\$82,400+ add'l \$31,000) \$ 82,400 County \$195,800 Total</p> | |
| Contractor <u>City of Troutdale</u> Address <u>104 SE Kibling Avenue</u> <u>Troutdale, OR 97060</u> <u>James Galloway</u> Phone <u>(503) 665-5175</u> | Remittance address _____ (If different) _____ Payment Schedule / Terms <input type="checkbox"/> Lump Sum \$ _____ <input type="checkbox"/> Due on Receipt <input type="checkbox"/> Monthly \$ _____ <input type="checkbox"/> Net 30 <input type="checkbox"/> Other \$ _____ <input type="checkbox"/> Other <input type="checkbox"/> Requirements Not to Exceed \$ _____ Encumber <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Employer ID# or SS# _____ Effective Date <u>January 12, 2000</u> Termination Date <u>June 30, 2002</u> Original Contract Amount \$ <u>164,800.00</u> * Total Amt of Previous Amendments \$ <u>31,000.00</u> Amount of Amendment \$ <u>0</u> Total Amount of Agreement \$ <u>195,800.00</u> * | |

REQUIRED SIGNATURES:

Department Manager [Signature] DATE 11/02/01
 Purchasing Manager _____ DATE _____
 (Class II Contracts Only)
 County Counsel [Signature] DATE 11/06/01
 County Chair [Signature] DATE 11-29-01
 Sheriff _____ DATE _____
 Contract Administration _____ DATE _____
 (Class I, Class II Contracts only)

| LGFS VENDOR CODE | | | | | | DEPT REFERENCE | | | | | |
|------------------|-------|-----|---------|---------|----------|----------------|---------|---------|------------------|--------|---------|
| LINE # | PLANT | WBS | GL Acct | SUB ORG | ACTIVITY | OBJ/ REV | SUB OBJ | REP CAT | LGFS DESCRIPTION | AMOUNT | INC DEC |
| 01 | F030 | | | | | | | | | 82,400 | |
| 02 | | | | | | | | | | | |

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 CONTRACT AMENDMENT No. 3
(Amendment to Change Contract Provisions During Contract Term)
to
Intergovernmental Agreement No. 4600001732
(formerly Agreement No. 0010834)

This is an amendment to Intergovernmental Agreement No. 4600001732, effective January 12, 2000, between Multnomah County, Oregon, hereinafter referred to as County, and the City of Troutdale, Oregon, hereinafter referred to as City.

The parties agree:

1. The termination date of the referenced contract should be extended from December 31, 2001, to June 30, 2002.
2. 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.

CITY OF TROUTDALE, OREGON:

Signature

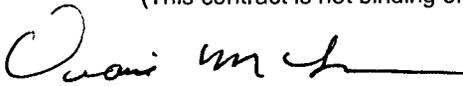
Title

Name (please print)

Date

MULTNOMAH COUNTY SIGNATURE

(This contract is not binding on the County until signed by the Chair or the Chair's designee)



Diane M. Linn, County Chair

11-29-01

Date

Department and County Attorney Approval and Review

Approved: 

Department Manager or Designee

11/02/01

Date

Reviewed:

TOM SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY


Assistant County Attorney

11/06/01

Date

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS

AGENDA # C-5 DATE 11-29-01
DEB BOGSTAD, BOARD CLERK

MEETING DATE: November 29, 2001
AGENDA NO: R-1
ESTIMATED START TIME: 9:30 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Appointment of James McConnell as County Financial Assistance Administrator

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: 5 Minutes

DEPARTMENT: DCFS **DIVISION:** Behavioral Health&Developmental Disabilities

CONTACT: James McConnell TELEPHONE #: (503) 988-3620
BLDG/ROOM #: #166/300

PERSON(S) MAKING PRESENTATION: Wendy Lear and/or Mike Waddell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Resolution Approving the Appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007

11/30/01 copies to MaryAnn Stewart

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: James McConnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email:
deborah.l.bogstad@co.multnomah.or.us

01 NOV 21 PM 5:12
COUNTY CLERK
MULTNOMAH COUNTY
OREGON



MULTNOMAH COUNTY OREGON

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES
OFFICE OF THE DIRECTOR
421 SW SIXTH AVENUE, SUITE 700
PORTLAND, OREGON 97204-1618
PHONE (503) 988-3691
FAX (503) 988-3379 TDD (503) 988-3598

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

TO: Board of County Commissioners

FROM: James McConnell, Acting Director *James McConnell*
Department of Community and Family Services

DATE: November 29, 2001

SUBJECT: State of Oregon Department of Human Services 2001-2003 County
Financial Assistance Intergovernmental Revenue Agreement 0210007

- I. **Recommendation/Action Requested:** The Department of Community and Family Services is recommending Board of County Commissioner approval of the attached Resolution approving the appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007 (Agreement).

- II. **Background/Analysis:** The State of Oregon, Department of Human Services is contracting with the Department of Community and Family Services to provide mental health services, services to individuals with developmental disabilities and alcohol and drug services. The Agreement with the State was approved by the County by adoption of Resolution No. 01-085 dated June 21, 2001. Subsequent to its approval, James McConnell was appointed as Acting Director of the Department of Community and Family Services effective October 29, 2001.

Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement on behalf of the County.

- III. **Financial Impact:** The initial agreement is for \$60,836,314 and reflects the financial award for local administration, mental health services, and alcohol and drug-related services. Subsequent amendments to the agreement will enhance funding for mental health and alcohol and drug services, and add the initial financial assistance award for developmental disability services.

- IV. **Legal Issues:** None

- V. **Controversial Issues:** None
- VI. **Link to Current County Policies:** The contract supports the County's efforts to maintain or enhance the quality of life and independence for the citizens of Multnomah County.
- VII. **Citizen Participation:** N/A
- VIII. **Other Government Participation:** N/A

- e. To provide financial assistance to any entity other than a public or non-profit entity; or
 - f. To carry out any program prohibited by section 245(b) of the Health Omnibus Programs Extension Act of 1988 (codified at 42 USC 300ee(5)).
4. County shall expend and cause all Providers to expend financial assistance paid to County under this Agreement only in accordance with federal OMB Circular A-133 as that circular is applicable on allowable costs.

B. Appointment of County Financial Assistance

Administrator. County shall, by a duly adopted order or resolution of the County Board of Commissioners or County Court (“Authorizing Resolution”), appoint a County officer to administer this Agreement (“County Financial Assistance Administrator”). The Authorizing Resolution shall authorize the County Financial Assistance Administrator to amend the Financial Assistance Award , on behalf of County, by execution and delivery of amendments to this Agreement in the name of County in accordance with section III(C). Unless the Authorizing Resolution clearly vests such authority in the County Financial Assistance Administrator, the Department will not treat the County Financial Assistance Administrator as authorized to amend, on behalf of County, any part of this Agreement other than the Financial Assistance Award . County shall furnish Department with a copy of the Authorizing Resolution. County shall immediately notify Department if the County Board of Commissioners or County Court revokes or alters the Authorizing Resolution. If the County chooses to name a new County Financial Assistance Administrator, County shall adopt a new Authorizing Resolution and promptly furnish a copy thereof to Division.

C. Amendment of Financial Assistance Award. County shall review all proposed amendments to the Financial Assistance Award , prepared and submitted to County by Department in

accordance with section IV(B) and shall accept or reject a proposed amendment within 60 days of County's receipt thereof. If County does not accept a proposed amendment within 60 days of County's receipt thereof, County shall be deemed to have rejected the proposed amendment and the proposed amendment shall be considered withdrawn and the offer to amend the Financial Assistance Award revoked. If County chooses to accept the proposed amendment, County shall return the proposed amendment to Department signed by the County Financial Assistance Administrator. Upon Department's actual physical receipt and signature of a proposed amendment signed by the County Financial Assistance Administrator but otherwise unaltered, the proposed amendment shall be considered accepted by the parties and the Financial Assistance Award, as amended by the proposed amendment, shall become the Financial Assistance Award under this Agreement. If County returns a proposed amendment altered in any way (other than by signature of the County Financial Assistance Administrator), Department may, in its discretion, accept the proposed amendment as altered by County but only if the County Financial Assistance Administrator has initialed each alteration. A proposed amendment altered by County and returned to Department shall be considered accepted by Department on the date the Department initials each alteration and on that date the Financial Assistance Award, as amended by the proposed amendment (as altered), shall become the Financial Assistance Award under the Agreement.

- D. Expenditure Adjustments.** During the term of this Agreement, County may expend on Services in one Program Area, in addition to the financial assistance paid to County under this Agreement expressly for those Services, up to ten percent of the aggregate financial assistance paid to County, other than from Federal Funds, for other Services in that Program Area (other than financial assistance paid to County for A&D 80, A&D 81 and A&D 82 which is not subject to this ten percent expenditure adjustment). County shall promptly

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Approval of the Appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of Community and Family Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services (Department) to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The Department is willing, upon the terms and conditions of the 2001-2003 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County.
- d. The Agreement was approved by the County by adoption of Resolution No. 01-085 dated June 21, 2001.
- e. Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement on behalf of the County.

The Multnomah County Board of Commissioners Resolves:

1. The Board appoints James McConnell, Acting Director of the Department of Community and Family Services, as the County Financial Assistance Administrator and authorizes James McConnell to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section III (C).

ADOPTED this 29th day of November, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____
Katie Gaetjens, Assistant County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-152

Authorizing Appointment of James McConnell as County Financial Assistance Administrator for the State of Oregon Department of Human Services 2001-2003 County Financial Assistance Intergovernmental Revenue Agreement 0210007

The Multnomah County Board of Commissioners Finds:

- a. The Multnomah County Department of Community and Family Services provides mental health, alcohol and drug and developmentally disabled treatment services to citizens of Multnomah County.
- b. The County has requested financial assistance from the State of Oregon Department of Human Services (Department) to operate or contract for the operation of its community mental health, alcohol and drug, and developmental disabilities program.
- c. The Department is willing, upon the terms and conditions of the 2001-2003 Financial Assistance Agreement (Agreement), to provide such financial assistance (Assistance Award) to the County.
- d. The Agreement was approved by the County by adoption of Resolution No. 01-085 dated June 21, 2001.
- e. Section III.B of the Agreement requires the County by resolution to appoint an officer to administer the Agreement (County Financial Assistance Administrator) and to authorize the County Financial Assistance Administrator to amend the Assistance Award and Agreement on behalf of the County.

The Multnomah County Board of Commissioners Resolves:

1. The Board appoints James McConnell, Acting Director of the Department of Community and Family Services, as the County Financial Assistance Administrator and authorizes James McConnell to amend the Assistance Award on behalf of the County, by execution and delivery of amendments to the Agreement in accordance with Section III (C).

ADOPTED this 29th day of November, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Katie Gaetjens, Assistant County Attorney

MEETING DATE: November 29, 2001
AGENDA NO: R-2
ESTIMATED START TIME: 9:35 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Adopting System of Care Values and Principles for Child and Family Mental Health System Redesign

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday November 29, 2001
AMOUNT OF TIME NEEDED: 20 minutes

DEPARTMENT: Non-Departmental DIVISION: Commissioner Lisa Naito
CONTACT: Charlotte Comito TELEPHONE #: (503) 988-5217
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Lisa Naito, Mark McKechnie, Peter Davidson, Invited Others

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Adopting System of Care Values and Principles for Child and Family Mental Health System Redesign

11/29/01 copies to Co Naito, Charlotte Comito, Mark McKechnie, Peter Davidson

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito
(OR)
DEPARTMENT MANAGER: _____

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 NOV 21 PM 5:38

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email deborah.l.bogstad@co.multnomah.or.us



Lisa Naito, Multnomah County Commissioner District 3

Suite 600, Multnomah Building
501 SE Hawthorne Boulevard
Portland, Oregon 97214

Phone: (503) 988-5217
FAX: (503) 988-5262
Email: lisa.h.naito@co.multnomah.or.us

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Commissioner Lisa Naito
DATE: November 21, 2001
RE: Child and Family

1. Recommendation/Action Requested:
Adoption of System of Care Values and Principles for Children and Families in Multnomah County
2. Background/Analysis:
The Children and Family System of Care Phase 11 Work group was convened by Commissioner Lisa Naito as part of the Mental Health Redesign to address the unique Mental Health needs of children and their families. The group has met several times and continues to meet to explore all levels of the children's mental health system including early childhood, school aged-children and adolescents. This initial recommendation to adopt the values and principles was adapted from the CASSP, Child and Adolescent Service System Program, principles, which were created to guide mental health systems to better serve children and adolescents with emotional disturbances.
2. Financial Impact:
None.
4. Legal Issues:
None
5. Controversial Issues:
None

6. Link to Current County Policies:
Provides policy direction for a restructured Mental Health System that meets the Vision Statement adopted by the Board of County Commissioners on September 28, 2000.
7. Citizen Participation:
The Children and Family System of Care Phase 11 Workgroup is made up of mental health consumers, family members and mental health professionals.
8. Other Government Participation:
The Workgroup also includes representatives from local school districts throughout the county and state mental health and juvenile systems.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Adopting System of Care Values and Principles for Child and Family Mental Health System Redesign

The Multnomah County Board of Commissioners Finds:

- a. Resolution 00-161 provides the Vision Statement and Values to guide the Mental Health System redesign for adults and children at all levels of care.
- b. The Children and Family System of Care Phase II Workgroup recommends that the Board adopt the Values and Principles adapted from Child and Adolescent Service System Program to guide the Children's Mental Health System redesign.

The Multnomah County Board of Commissioners Resolves:

1. The following values and principles underlie the Child and Family Mental Health Redesign:

System of Care Value I.

The system of care will be child centered and family focused and the needs of the child and family determine the types and mix of services provided.

System of Care Value II.

The system of care will be community base and service management and decision-making responsibility will reside at the community level.

System of Care Value III.

The system of care will be culturally competent. Agencies, programs, and services will be responsive to the cultural, racial, and ethnic differences of the children and families they serve.

System of Care Principle I.

Child mental health consumers and their families will have access to a comprehensive array of services that address their physical, emotional, social, and educational needs.

System of Care Principle II.

Child mental health consumers and their families will receive services in accordance with the unique needs and potentials of each child guided by individual service plans.

System of Care Principle III.

Child mental health consumers and their families will receive services within the least restrictive most normative environment that is clinically appropriate.

System of Care Principle IV.

The families and surrogate families of children with mental health disorders will be full participants in all aspects of the planning and delivery of services.

System of Care Principle V.

Child mental health consumers and their families will receive integrated services. Child-serving agencies and programs will be connected with planning, development, and coordination of services.

System of Care Principle VI.

Child mental health consumers and their families will receive case management or other services so that multiple services are delivered in a coordinated and therapeutic manner, and that services meet their changing needs.

System of Care Principle VII.

Early identification and intervention for children with emotional, behavioral or mental disorders and their families will be promoted to enhance the chances of positive outcomes.

System of Care Principle VIII.

Children with mental health disorders will transition to the adult service system as they reach maturity.

System of Care Principle IX.

The rights of children with emotional, behavioral and mental disorders will be protected, and effective advocacy for children and adolescents with such disorders will be promoted.

System of Care Principle X.

Child mental health consumers and their families will receive services without regard to race, religion, national origin, sex, physical disability, or other characteristics, and services will be sensitive and responsive to cultural differences and special needs.

ADOPTED this 29th day of November 2001.

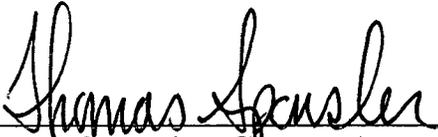
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By



Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-153

Adopting System of Care Values and Principles for Child and Family Mental Health
System Redesign

The Multnomah County Board of Commissioners Finds:

- a. Resolution 00-161 provides the Vision Statement and Values to guide the Mental Health System redesign for adults and children at all levels of care.
- b. The Children and Family System of Care Phase II Workgroup recommends that the Board adopt the Values and Principles adapted from Child and Adolescent Service System Program to guide the Children's Mental Health System redesign.

The Multnomah County Board of Commissioners Resolves:

1. The following values and principles underlie the Child and Family Mental Health Redesign:

System of Care Value I.

The system of care will be child centered and family focused and the needs of the child and family determine the types and mix of services provided.

System of Care Value II.

The system of care will be community based. Service management shall be individualized.

System of Care Value III.

The system of care will be culturally competent. Agencies, programs, and services will be responsive to the cultural, racial, and ethnic differences of the children and families they serve.

System of Care Principle I.

Child mental health consumers and their families will have access to a comprehensive array of services that address their physical, emotional, social, and educational needs.

System of Care Principle II.

Child mental health consumers and their families will receive services in accordance with the unique needs and potentials of each child guided by individual service plans.

System of Care Principle III.

Child mental health consumers and their families will receive services within the least restrictive most normative environment that is clinically appropriate.

System of Care Principle IV.

The families and surrogate families of children with mental health disorders will be full participants in all aspects of the planning and delivery of services.

System of Care Principle V.

Child mental health consumers and their families will receive integrated services. Child-serving agencies and programs will be connected with planning, development, and coordination of services.

System of Care Principle VI.

Child mental health consumers and their families will receive case management or other services so that multiple services are delivered in a coordinated and therapeutic manner, and that services meet their changing needs.

System of Care Principle VII.

Early identification and intervention for children with emotional, behavioral or mental disorders and their families will be promoted to enhance the chances of positive outcomes.

System of Care Principle VIII.

Children with mental health disorders should be ensured smooth transitions to the adult service system as they reach maturity.

System of Care Principle IX.

The rights of children with emotional, behavioral and mental disorders will be protected and effective advocacy for children and adolescents with such disorders will be promoted.

System of Care Principle X.

Child mental health consumers and their families will receive services without regard to race, religion, national origin, sex, physical disability, or other characteristics, and services will be sensitive and responsive to cultural differences and special needs.

ADOPTED this 29th day of November 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

#1

SPEAKER SIGN UP CARDS

DATE 11-29-01
NAME Tom Cropper
ADDRESS PO Box 18025
Portland 97218
PHONE 503-281-2024
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC R-3 opposing
GIVE TO BOARD CLERK 0

#2

SPEAKER SIGN UP CARDS

DATE 11/29/01
NAME PEGGY MICHAL
ADDRESS 1020 SW TAYLOR #700
PORTLAND 97205
PHONE (503) 223-8295
SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC CIVIL RIGHTS ORDINANCE
GIVE TO BOARD CLERK R-3

MEETING DATE: November 29, 2001
AGENDA NO: R-3
ESTIMATED START TIME: 9:55 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Civil Rights Ordinance

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday November 8, 2001
AMOUNT OF TIME NEEDED: 60 minutes

DEPARTMENT: NOND DIVISION: Commissioners Lisa Naito and Serena Cruz

CONTACT: Charlotte Comito / Mary Carroll TELEPHONE #: 988-5217 / 988-5219
BLDG/ROOM #: 503/600

PERSON(S) MAKING PRESENTATION: Don Ross, Kris Burr, Amalia Alarcon-Gaddie, invited others

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

First Reading of an ORDINANCE Amending Multnomah County Code Chapter 15 to Add §§15.340-15.347 Relating to Civil Rights Discrimination

(Creates policy to expand civil rights protections based on sexual orientation, gender identity, and source of income in housing, employment, and public accommodations.)

11/30/01 Copies to Charlotte Comito, Mary Carroll & Carol Powell
SIGNATURES REQUIRED:

ELECTED OFFICIAL: Lisa Naito / Serena Cruz

(OR)
DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
NOV 21 PM 4:04



Board of County Commissioners
MULTNOMAH COUNTY OREGON

501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214
(503) 988-3277 phone
(503) 988-3013 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners
FROM: Commissioner Lisa Naito and Commissioner Serena Cruz
DATE: October 31, 2001
RE: Countywide Non-discrimination Ordinance

1. Recommendation/Action Requested: Create County Policy to prohibit discrimination based on sexual orientation, gender identity, and source of income in employment, housing and public accommodations.
2. Background/Analysis: Currently the county is covered under the state nondiscrimination laws which prohibit discrimination of citizens on the basis of race, religion, color, sex, marital status, national origin, age, mental and physical disability, and sexual orientation. It does not currently prohibit discrimination on the basis of sexual orientation, gender identity, or source of income. Multnomah County residents who have experienced discrimination because of their sexual orientation, gender identity and source of income requested civil rights protections.
3. Financial Impact: In FY 2000 the BCC unanimously voted to dedicate \$25, 000 from contingency funds to cover enforcement.
4. Legal Issues: None.
5. Controversial Issues: There was considerable discussion over three main areas of concerns; civil rights protections based on source of income will exempt section 8 voucher recipients and enforcement of the gender identity piece as well as exceptions in housing and accommodations for individuals undergoing gender reassignment.
6. Link to Current County Policies: Diversity: We honor and celebrate differences as sources of strength, Government Responsiveness, Sense of Community.
7. Citizen Participation: The task force included representatives of several groups including Parents and Friends of Lesbians and Gays, Basic Rights Oregon, the Portland Bisexual Alliance, housing advocates, Commission on Children and Families, the Oregon Gay and Lesbian Lawyers Association, the Bureau of Labor and Industries. There were two public hearings where citizens gave testimony regarding discrimination.
8. Other Government Participation: Representatives from jurisdictions and cities within Multnomah County including the City of Gresham, City of Troutdale and City of Portland participated in the task force work.



MULTNOMAH COUNTY OREGON

May 21, 2001

Contact: Mary Carroll, Commissioner Serena Cruz's Office, 503-988-5275

County seeks comment on civil rights ordinance

Multnomah County Commissioners Cruz and Naito are seeking feedback on their proposal to create a civil rights ordinance that adds protection against discrimination on the basis of gender identity, sexual orientation, and source of income to all residents of Multnomah County.

A Civil Rights Task Force, appointed by Commissioners Cruz and Naito and co-chaired by Kris Bur from the Oregon Gay and Lesbian Law Association and Don Ross, from Parents and Friends of Lesbians and Gays (PFLAG), is now seeking public testimony on the proposed ordinance. After receiving testimony and holding two public meetings, the Multnomah County Board of Commissioners will vote on the ordinance this summer.

The county currently does not have a civil rights ordinance. Protections afforded under state and federal law currently prohibit discrimination on the basis of race, religion, color, sex, marital status, familial status, national origin, age, mental, or physical disability.

"After we passed the Domestic Partner Registry in Multnomah County last year, we recognized the need to provide equal protection against housing and employment discrimination for domestic partner throughout the county," states Commissioner Lisa Naito.

The proposed county ordinance is similar to one recently adopted by the City of Portland. The Portland ordinance added gender identity and source of income to the list of protected classes, having added sexual orientation in 1991. In a 1996 report, the Metropolitan Human Rights Commission revealed that transgendered people experience discrimination in housing, public accommodations, and employment as well as physical and verbal assault in the City of Portland. The County Civil Rights Taskforce has been charged with updating this evidence to include testimony from individuals throughout the county.

"People in Multnomah County now have unequal civil rights protections, depending on where they live. People who live in East County should have the same protections from discrimination as those who live in Portland," said Commissioner Serena Cruz.

Minneapolis, MN was the first city in the U.S. to include transgendered people in their human rights laws in 1975. Since then many other cities around the have followed suit, including: Atlanta, GA; Ann Arbor, MI; Louisville, KY; Tucson, AZ; New Orleans, LA; Pittsburgh, PA; Iowa City, IA; Cambridge, MA; Toledo, OH; Evanston, IL; and Seattle, WA. In Oregon, Benton County already includes protection for transgendered people.

-more-

Public Affairs Office
501 SE Hawthorne Blvd., Suite 600
Portland, Oregon 97214
(503) 988-6800 phone
(503) 988-6801 fax

Civil Rights Ordinance – page 2

Commissioners Cruz and Naito will hear testimony about the proposed ordinance at two public meetings:

- May 29, 2001 from 6:00 pm to 8:00 pm
Mount Hood Community College Town & Gown Room
26000 SE Stark St.
Gresham, Oregon
- May 30, 2001 from 6:00 pm to 8:00 pm
Gresham City Hall
1333 NW Eastman Parkway
Gresham, Oregon

The Civil Rights Task Force invites individuals and organizations to come forward with their stories of discrimination based on sexual orientation, source of income, or gender identity. The community meetings will provide a forum for public comment on the proposed ordinance. For more information, contact Amalia Alarcon-Gaddie, Director of the Metropolitan Human Rights Center at 503-823-5136.

#

Multnomah County Public Affairs Office
501 SE Hawthorne Blvd. ♦ Suite 600 ♦ Portland, Oregon ♦ 97214 ♦ 503-988-6800

**Multnomah County
Civil Rights Task Force Members**

Don Ross, Co-Chair, PFLAG
23875 NE Holladay
Troutdale, OR 97060
Donbross@aol.com
503-666-7810

Kris Burr, Co-Chair, OGALLA
DEV-TECH
522 SW 5th Ste. 715
Portland, OR 97204
Kdburr@yahoo.com
503-294-4488 ext. 14

Johnnie Bell
BOLI, Civil Rights Division
800 NE Oregon Street
Portland, OR 97232

Roey Thorpe
Executive Director, BRO
PO Box 40625
503-222-6151

Lori Buckwalter
3524 SE 66th
Portland OR 97206
Transgal@yahoo.com

Sven Bonnichsen
Portland Bisexual Alliance
PO Box 412
Portland OR 97207
Sven@biportland.org
503-775-977

Susan Bischoff
City Attorney
City of Gresham
1333 NW Eastman Parkway
Gresham Or 97030
Bischoff@ci.gresham.or.us
503-618-2456

Michael Anderson
Fair Housing Council
310 SW 4th Suite 430
Portland OR 97204
Fairhsor@teleport.com
800-424-3247

Marilyn Holstrom
City Administrator
City of Fairview
1300 NE Village St
PO Box 337
Fairview OR 97024
503-665-7929

Mayor Mark Hardie (send info only)
City of Maywood Park
4510 NE 102nd Annex 1
Portland OR 97220
503-255-9805

Erik Kvarsten
City Administrator
City of Troutdale
104 SE Kibling Ave
Troutdale OR 97060
503-665-5175

Janet Hawkins
Commission on Children, Families and
Community
421 SW 6th Ave Suite 1075
Portland OR 97204
janet.c.hawkins@co.multnomah.or.us

Jim Van Dyke
City of Portland Attorney's Office
1221 SW 4th Avenue
Portland OR 97204
503-823-4047

County/MHRC staff:

Amalia Alarcon-Gaddie
MHRC
1221 SW 4th Ave Rm 110
Portland OR 97204
agaddie@ci.portland.or.us
503-823-5542

Shelley Kowalski
Evaluations Unit, Multnomah County
501 SE Hawthorne Blvd Suite 400
Portland OR 97214
shelley.k.kowalski@co.multnomah.or.us
503-988-5015 ext.22306

Kate Lieber
Multnomah County
Office of District Attorney
02 SW 4th Avenue Suite 600
Portland OR 97204
kate.b.lieber@co.multnomah.or.us
503-988-362 ext. 83162

Melinda Petersen
Multnomah County
Office of the Chair
501 SE Hawthorne Blvd Suite 600
Portland OR 97213
melinda.g.petersen@co.multnomah.or.us
503-988-3971

David Blankfeld
County Attorney
501 SE Hawthorne Blvd
Portland OR 97213
503-988-3138

Charlotte Comito
Commissioner Lisa Naito
501 SE Hawthorne Blvd Suite 600
Portland OR 97213
503-988-5217
charlotte.a.comito@co.multnomah.or.us

Mary Carroll
Commissioner Serena Cruz
501 SE Hawthorne Blvd Suite 600
Portland OR 97213
mary.p.carroll@co.multnomah.or.us
503-988-5275

2/5/01 updated

Multnomah County Civil Rights Ordinance

Questions, Answers and Interpretative Guidelines

Q: What does this Ordinance do?

A: The Board of County Commissioners for Multnomah County voted on Dec. 21st, 2000, to establish a Workgroup to create recommendations for a County Non-discrimination Ordinance. This would have the effect of prohibiting discrimination in housing, public accommodations, and employment for citizens of Multnomah County. State law currently prohibits discrimination against citizens in employment, housing and public accommodations on the basis of race, religion, color, sex, familial status, national origin, age, mental or physical disability. State law does not currently prohibit discrimination on the basis of sexual orientation, gender identity, or source of income. The County Nondiscrimination Ordinance will be inclusive of all these bases in its anti-discrimination protections.

Q: Why do we need a Non-discrimination Ordinance?

A: There are people whose sexual orientation, gender identity and source of income may be the basis for others' discrimination, bias and violence towards them. They may be denied employment, housing and access to public accommodations, with no recourse under current state law. They can be the victims of hate crimes as well. The Board of Commissioners of Multnomah County recognizes that all its citizens deserve protection for their civil rights and personal safety. By creating a comprehensive non-discrimination ordinance and directives to increase awareness of bias crimes, the Board will establish these needed protections for its citizens.

Q: What's gender identity? Is this the same as gender or sex, or sexual orientation?

A: No, gender identity refers to a person's sense of self as male or female, and the ways this fundamental sense of self is expressed to others. Most people's gender identity is congruent with their sex at birth. For others, including people who are transsexual or transgendered, these may be very different. Gender identity is defined in the ordinance as "a person's actual or perceived sex, including a person's identity, appearance, expression or behavior, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth." . The definition is intended to provide protections which are broader than those contained in state law. Public understanding of civil rights issues around gender identity has grown considerably in the last 10 years. There is now a more general recognition of these issues as raising the same human rights concerns that other civil rights protections address. Many cities and counties in the United States have instituted similar protective policies for gender identity in recent years.

Q: What will this mean for gender-specific dress codes or policies in the workplace?

A: The ordinance does not prohibit otherwise valid employer dress codes or policies so long as the employer provides, on a case-by-case basis, for reasonable accommodation based on the health and safety needs of persons protected on the basis of gender identity. Reasonable accommodation must respect the ability of transitioning individuals to meet their medical, psychological and social needs, and the ability of all persons to establish and express their own self-determined gender identity. Recognizing that it is impossible to define rules that govern every conceivable scenario within the framework of a broad civil rights law, the County expects

these provisions to be interpreted on a case-by-case basis and handled in a responsible and respectful manner by employers and employees alike.

Q: What will this mean for use of gender-specific facilities like locker/shower rooms?

A: Health and athletic clubs are allowed to require individuals to document their gender or transitional status for access to gender-specific facilities involving public nudity such as showers and locker rooms. Such documentation requirements are not intended to allow harassment of any individual. The County also expects transgendered, transsexual or transitioning individuals using locker and shower room facilities to make every effort to respect the rights and sensibilities of others in a responsible fashion.

Q: What are considered "reasonable accommodations" for restroom use?

A: The ordinance requires a reasonable accommodation that permits all people to have access to restrooms that are consistent with their expressed gender identity. Reasonable accommodations include unchallenged access to public restrooms for people whose gender presentation is consistent with the gender assignment of a facility. In the vast majority of cases, this will be the solution of choice. There may be instances where an "in use" sign or unisex restrooms, especially those for individual use, are preferable if available. In work situations where a person's gender transition is public knowledge, the presumption should be that their consistently expressed gender identity is the primary qualification for appropriate restroom use. In these cases, the cooperation of Human Resources or other management will ease temporary concerns about these issues. Here too, the County expects individual situations to be considered on a case-by-case basis, and handled in a responsible and respectful manner by all parties.

Q: What power does this give someone who feels they are facing discrimination?

A: Individuals facing potential discrimination will be able to file an administrative), as well as go to court to enforce their private rights. Individuals seeking legal advice should consult with an attorney.

Q: What about the reporting of bias incidents?

A: There has been little official recognition of the prevalence of hate crimes against transgendered and transsexual people. In addition, the special Oregon law regarding bias crimes does not include intimidation crimes committed against people based on gender, disability or age. Through the enacting ordinance, the County is recognizing the need to actively support the civil rights and public safety of all people in our community by becoming more aware of this problem, and assist in collecting public information about it.

**CIVIL RIGHTS TASK FORCE REPORT
MULTNOMAH COUNTY, OREGON
November 2001**

PURPOSE:

The Multnomah County Board of Commissioners found that State law currently prohibits discrimination against citizens in employment, housing and public accommodations on the basis of race, religion, color, sex, familial status, national origin, age, and mental or physical disability. They also found that State law did not currently prohibit discrimination on the basis of sexual orientation, gender identity or source of income. Multnomah County residents that have experienced discrimination on the basis of their sexual orientation, gender identity and source of income also had requested that the County increase anti-discrimination protections. Therefore, on December 21, 2000, the Board of Commissioners passed a resolution directing a work group to create a Countywide Nondiscrimination Ordinance.

INTRODUCTION:

The Multnomah County Civil Rights Task Force was first convened on February 5, 2001. Organizations represented in the Task Force membership were: The City of Troutdale, the City of Wood Village, the City of Gresham, the Portland City Attorney's Office, the Fair Housing Council of Oregon, the Portland Metro Association of Realtors, It's Time, Oregon!, Basic Rights Oregon, the Portland Bisexual Alliance, County Attorney's Office, the District Attorney's Office, the Bureau of Labor and Industry's Civil Rights Division, Commission on Children, Families and Community, the Oregon Gay and Lesbian Lawyers Association (OGALLA), the Gresham Police Department and the Multnomah County Sheriff's Office. The City of Fairview was unable to consistently send a representative to meetings, but asked to be kept informed regarding Task Force activities. Additionally, the Executive Assistants for Commissioners Serena Cruz and Lisa Naito as well as the Manager of the Metropolitan Human Rights Center staffed the Task Force.

BACKGROUND:

The Multnomah County Civil Rights Task Force met 6 times between February and September 2001. In that time, public comment was solicited via e-mail, telephone and fax. Testimony was also collected at two public hearings held on May 29th at Mount Hood Community College and on May 30th at Gresham City Hall. A total of 54 people testified over the two days. Of the testimony collected, 34 people testified in support of protections for both sexual orientation and gender identity, 10 people supported source of income protections and 10 others supported all categories. All of the testimony received was in support of an ordinance. Upon thoughtful compiling of all testimony, the Task Force drafted the recommendations that follow in a later section.

DEFINITIONS:

- **“Sexual Orientation”** - actual or supposed male or female homosexuality, heterosexuality or bisexuality.
- **“Source of Income”** - the means by which a person supports himself or herself and his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, court-ordered payments, gifts, bequests, annuities, life insurance policies, and compensation for illness or injury, but excluding any money or property derived in a manner made illegal or criminal by any law, statute or ordinance.
- **“Gender Identity”** – a person’s actual or perceived sex, including a person’s identity, appearance, expression or behavior, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person’s sex at birth.

Please see the “Q & A” document for further guidance.

SUMMARY OF TASK FORCE RECOMMENDATIONS:

The Task Force recommends that the County Commission enact the draft ordinance language provided, which closely parallels the laws enacted by the City of Portland in December of 2000. However, there are issues that have come to light as a result of this process that bear continued discussion. These issues are highlighted in the “Future Discussion” section that follows.

RECOMMENDATIONS FOR FUTURE DISCUSSION:

- ◆ **Enforcement:** All the protected classes under the ordinance will have a right to pursue their complaint through an administrative process or through private litigation. The Task Force recommends that the County join with the other jurisdictions in Oregon that offer these protections and continue to **strongly urge BOLI** to agree to FULLY enforce these ordinances. Because it is not clear what the outcome of these conversations would be, the Task Force recommends that, in the interim, the Commissioners convene a work group to explore administrative options.
- ◆ **Source of Income - Section 8 Exemptions:** Many people who came to testify urged the Task Force to reconsider the Section 8 exemption in the draft ordinance language. Testimony highlighted that requirements for landlords who accept Section 8 have changed since the City of Portland last considered this in 1991. Conversely, Task Force members brought up concerns that new Section 8 habitability requirements (specifically repairs, lead-based paint, and paperwork) are much more costly to implement. Additionally, Task Force members learned through testimony, that people receiving Section 8 vouchers are disproportionately included in other protected classes, therefore refusal to accept Section 8 may be used as a “smoke-screen” for other forms of discrimination. The Task Force recommends that the Commissioners convene a work group regarding the Section 8 exemptions.

- ◆ **Sexual Orientation/Gender Identity – Exceptions:** The Task Force recommends that the County Commission consider providing uniform treatment of exemptions across protected classes as highlighted by the Portland Bisexual Alliance (PBA) in their report: "Taking Gay Rights to the State Level: Multnomah county's new ordinance is the first step" (attached).

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. 969

Amending Multnomah County Code Chapter 15 to Add §§15.340-15.347 Relating to Civil Rights Discrimination

Multnomah County Ordains as follows:

Multnomah County Code Chapter 15 is amended to add the following subchapter:

§ 15.340* CIVIL RIGHTS DISCRIMINATION

§ 15.340- Policy.

It is the policy of the County to eliminate discrimination based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income. Such discrimination poses a threat to the health, safety and general welfare of the citizens of the County and menaces the institutions and foundation of our community.

§ 15.341 Intent.

The Board finds that discrimination on the basis of sexual orientation, gender identity and source of income exists in the County and that state law does not clearly prohibit such discrimination. The Board intends to exercise of its powers for the protection of the public health, safety, and general welfare and to maintain peace and good government. Every individual needs an equal opportunity to participate fully in the County free of discriminatory barriers in employment, housing, and public accommodations.

§ 15.342 Definitions.

(A) For this subchapter, the following definitions apply unless the context requires a different meaning:

GENDER IDENTITY. A person's actual or perceived sex, including a person's identity, appearance, expression or behavior, whether or not that identity, appearance, expression or behavior is different from that traditionally associated with the person's sex at birth.

SEXUAL ORIENTATION. Actual or supposed male or female homosexuality, heterosexuality or bisexuality.

SOURCE OF INCOME. The means by which a person supports himself or herself and his or her dependents, including but not limited to money and property from any occupation, profession or activity, from any contract, settlement or agreement, from federal or state payments, court-ordered payments, gifts, bequests, annuities, life insurance policies, and compensation for illness or injury, but excluding any money or property derived in a manner made illegal or criminal by any law, statute or ordinance.

(B) All other terms used in this subchapter are defined as in Oregon Revised Statutes Chapter 659.

§ 15.343 Discrimination in Employment Prohibited.

(A) It is unlawful to discriminate in employment on the basis of an individual's race, religion, color, sex, national origin, marital status, age if the individual is 18 years of age or older, or disability, by committing any of the acts made unlawful under the provisions of ORS 659.030 and 659.425.

(B) It is unlawful to discriminate in employment on the basis of an individual's sexual orientation, gender identity, source of income or familial status, by committing against any such individual any of the acts already made unlawful under ORS 659.030 when committed against the categories of persons listed therein.

§ 15.344 Discrimination in Selling, Renting, or Leasing Real Property Prohibited.

(A) It is unlawful to discriminate in selling, renting, or leasing real property on the basis of an individual's race, religion, color, sex, national origin, marital status, familial status, or disability, by committing any of the acts made unlawful under the provisions of ORS 659.033 and 659.430.

(B) It is unlawful to discriminate in selling, renting, or leasing real property on the basis of an individual's sexual orientation, gender identity, source of income, or age if the individual is 18 years of age or older except as is excluded in ORS 659.033 subsection 6 (a) and (b), by committing against any such individual any of the acts already made unlawful under ORS 659.033 when committed against the categories of persons listed therein.

§ 15.345 Discrimination in Places of Public Accommodation Prohibited

(A) It is unlawful to discriminate in public accommodations on the basis of an individual's race, religion, color, sex, national origin, marital status, age if the individual is 18 years of age or older, or disability, by committing any of the acts made unlawful under the provisions of ORS 659.037, 659.425, or ORS 30.670 to 30.685.

(B) It is unlawful in public accommodations to discriminate on the basis of an individual's sexual orientation, gender identity, source of income or familial status, by committing against any such individual any of the acts already made unlawful under ORS 659.037 or ORS 30.670 to 30.685 when committed against the categories of persons listed therein.

§ 15.346 Exceptions.

(A) The prohibitions in this subchapter against discriminating on the basis of sexual orientation and gender identity do not apply:

(1) To the leasing or renting of a room or rooms within an individual living unit which is occupied by the lessor as his or her residence;

(2) To dwellings with not more than two individual living units where one of the units is owner occupied;

(3) To space within a church, temple, synagogue, religious school, or other facility used primarily for religious purposes.

(B) The prohibitions in this subchapter against discriminating on the basis of source of income do not prohibit:

(1) Inquiry into and verification of a source or amount of income;

(2) Inquiry into, evaluation of, and decisions based on the amount, stability, security or creditworthiness of any source of income;

(3) Screening prospective purchasers and tenants on bases not specifically prohibited by this subchapter or state or federal law;

(4) Refusal to contract with a governmental agency under 42 U.S.C. §1437f(a) "Section 8."

(C) The prohibitions in this subchapter against discriminating on the basis of gender identity do not prohibit:

(1) Health or athletic clubs or other entities that operate gender-specific facilities involving public nudity such as showers and locker rooms, from requiring an individual to document their gender or transitional status. Such documentation can include but is not limited to a court order, letter from a physician, birth certificate, passport, or driver's license.

(2) Otherwise valid employer dress codes or policies, so long as the employer provides, on a case-by-case basis, for reasonable accommodation based on the health and safety needs of persons protected on the basis of gender identity.

(3) These exceptions do not excuse a failure to provide reasonable and appropriate accommodations permitting all persons access to restrooms consistent with their expressed gender.

§ 15.347 Enforcement and Administration.

(A) Any person claiming to be aggrieved by an unlawful discriminatory act under this subchapter has a cause of action in any court of competent jurisdiction for relief as provided in ORS 659.095, 659.105 and 659.121.

(B) In addition to the right to commence an action under subsection (A)., any person claiming to be aggrieved by an unlawful employment practice under this subchapter may file a complaint with the Commissioner of the Bureau of Labor and Industries under ORS 659.040. Any person claiming to be aggrieved by an unlawful practice under this subchapter relating to selling, renting or leasing real estate or discrimination in public accommodations, may file a complaint with the Commissioner under procedures established in ORS 659.045. Anyone who files a complaint with the Commissioner also has a right of action under subsection (A). except as provided in ORS 659.095.

(C) The Commissioner has enforcement powers under this subchapter. If the complaint is justified the complainant has the same remedies, under ORS 659.050 to 659.085 as any other complaint filed under ORS 659.040 or 659.045.

FIRST READING:

November 8, 2001

SECOND READING AND ADOPTION:

November 29, 2001



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn
Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By *David N. Blankfeld*
David N. Blankfeld, Assistant County Attorney



Department of Political Science

November 25, 2001

Deborah Bogstad
Board Clerk
501 SE Hawthorne Blvd, Suite 600
Portland, Oregon 97214

Dear Ms. Bogstad,

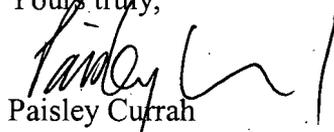
I am conducting research on jurisdictions in the United States that include transgender people in their nondiscrimination laws. I heard that Multnomah County recently passed a non-discrimination law that includes statutory language that would include people of transgender experience.

For the purposes of my research, I would be ever so grateful you could send me a copy of the actual ordinance so I can confirm it, and compare it to other such ordinances in my research.

If there is a charge associated with copying or mailing this material, I would be happy to pay it. Please let me know.

Thanks in advance for your assistance with this matter.

Yours truly,


Paisley Currah
Associate Professor of Political Science

Email: pcurrah@brooklyn.cuny.edu

12/3/01

E-MAILED ORDINANCES

955 & 969





Department of Support Services
MULTNOMAH COUNTY OREGON

Finance Division
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-3312 phone
(503) 988-3292 fax

MEMORANDUM

TO: Board of County Commissioners

FROM: Dave Boyer, Finance Director

DATE: November 14, 2001

Requested Placement

Date: November 29, 2000

SUBJECT: Advance Distribution of Property Tax Funds to Districts
Receiving \$50,000 or Less

I. Recommendation/Action Requested:

Adopt Resolution authorizing the advance distribution of property tax levies that are \$50,000 or less.

II. Background/Analysis:

Under ORS 311.392, the County is authorized to pay, in advance, the total property tax levies, less the 3 percent discount, to districts if it is more economical to do so.

The County has historically used the provision to advance pay districts. We have determined that it is more efficient to pay all districts with a levy of \$50,000 or less rather than maintain separate accounts for each district for the next nine to ten years.

This advance payment impacts 21 taxing districts. The total levy amount of \$281,044 is reduced by \$6,392 (3 percent discount) for a total advance of \$206,671.

III. Financial Impact:

No financial impact to the County. The \$206,671 property tax advance will be collected by the County.

IV. Legal Issues:

None.

V. Controversial Issues:

None.

VI. Link to Current County Policies:

Is consistent with County policy.

VII. Citizen Participation:

None.

VIII. Other Government Participation:

None.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing Advance Distribution of Funds from the Multnomah County General Fund of Property Taxing Districts as Allowed Under ORS 311.392

The Multnomah County Board of County Commissioners Finds:

- a. ORS 311.392 allows for the advance distribution of property tax monies from the County General Fund to taxing districts if, in the discretion of the County, it is more economical to do so.

The Multnomah County Board of Commissioners Resolves:

1. The Director of Finance is authorized to distribute funds prior to December 1, 2001 in advance, to those various tax levying districts whose annual levies are \$50,000 or less for the fiscal year 2001-02. In addition, the Director of Finance is ordered to deduct from the levy the three percent discount, which would have been given had all the taxes been paid by November 15, 2001.
2. All taxes advanced by the Multnomah County General Fund will be reimbursed to the Multnomah County General Fund when collected.

ADOPTED this 29th day of November, 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By Thomas Sponsler
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-154

Authorizing Advance Distribution of Funds from the Multnomah County General Fund of Property Taxing Districts as Allowed Under ORS 311.392

The Multnomah County Board of County Commissioners Finds:

- a. ORS 311.392 allows for the advance distribution of property tax monies from the County General Fund to taxing districts if, in the discretion of the County, it is more economical to do so.

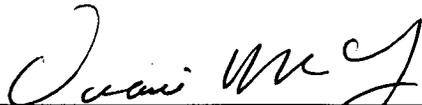
The Multnomah County Board of Commissioners Resolves:

1. The Director of Finance is authorized to distribute funds prior to December 1, 2001 in advance, to those various tax levying districts whose annual levies are \$50,000 or less for the fiscal year 2001-02. In addition, the Director of Finance is ordered to deduct from the levy the three percent discount, which would have been given had all the taxes been paid by November 15, 2001.
2. All taxes advanced by the Multnomah County General Fund will be reimbursed to the Multnomah County General Fund when collected.

ADOPTED this 29th day of November, 2001.



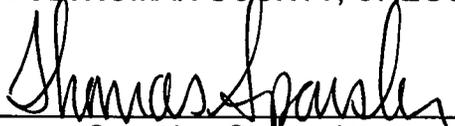
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler, County Attorney

MEETING DATE: November 29, 2001
AGENDA NO: R-5
ESTIMATED START TIME: 10:07 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSS DIVISION: Finance

CONTACT: Dave Boyer TELEPHONE #: (503) 988-3903
BLDG/ROOM #: 503/4th floor

PERSON(S) MAKING PRESENTATION: Dave Boyer

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Resolution Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

11/30/01 copies to Dave Boyer

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson/David A. Boyer

01 NOV 21 PM 6:28
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email deborah.l.bogstad@co.multnomah.or.us



MULTNOMAH COUNTY, OREGON

COUNTY COMMISSIONERS

DIANE LINN, CHAIR
MARIA ROJO DE STEFFEY #1
SERENA CRUZ, DISTRICT #2
LISA NAITO, DISTRICT #3
LONNIE ROBERTS, DISTRICT #4

DEPARTMENT OF SUPPORT SERVICES

MULTNOMAH BUILDING
501 SE HAWTHORNE 4TH FLOOR
PO BOX 14700
PORTLAND, OR 97293-0700
PHONE (503) 988-3312
FAX (503) 988-3292

MEMORANDUM

TO: Board of County Commissioners

FROM: David Boyer, Finance Director

DATE: November 14, 2001

AGENDA DATE: November 29, 2001

SUBJECT: County entering into the Public Employees Retirement System State and Local Government Rate Pool.

I. Recommendation / Action:

Approve resolution authorizing the County to enter into the Public Employees Retirement System State and Local Government Rate Pool.

II. Background / Analysis:

In April of 2001 the County adopted Resolution 01-039 joined the Local Government Rate Pool. By joining this pool, the County lowered its PERS annual costs by about \$420,000.

SB 134 authorized PERS to create a State and Local Government Rate Pool. The PERS Board has adopted an Administrative Rule, that is not mandatory, to allow local governments to join a Public Employees Retirement System State and Local Government Rate Pool. The County has supported this rule as long as it was not made mandatory. Based on the current financial data the County would receive a financial benefit by joining the State and Local Government Pool. The pooling of rates at a State level will further stabilize rates for all jurisdictions, would benefit the entire PERS system and would further help a small jurisdiction like the City of Huntington that received double digit rate increases. The City of Huntington has two or three employees and their PERS rate is 41% of salary. Effective July 1, 2001, Multnomah County's rate is 18.44%, including the employee pickup, of salary. The PERS State and Local Government Poll rate will not be know until about August of 2002 and the rate adjustment will be effective July 1, 2003.

The County needs to notify PERS by December 31, 2001, to let them know we are joining the pool.

III. Financial Impact:

The County's PERS rate will change slightly but it will not be known until PERS is able to determine who has joined the pool and they have conducted an actuarial. Based on the current information the County's rate would decline about .20%. This represents about a \$500,000 annual savings to the County.

This action will not impact employee retirement benefits.

IV. Legal Issues:

None

V. Controversial Issues:

None

VI. Link to Current County Policy:

This arrangement is linked to our commitment to provide governmental services at the most efficient costs. PERS rates have forced the County to increase the cost of doing business and we believe that this will stabilize rates and the large increases that have occurred in the past will not occur in the future.

VII. Citizen Participation:

PERS held public hearings as this rule was adopted.

VIII. Other Government Participation:

Various local Government agencies, legislature and State of Oregon supported SB 134.

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. _____

Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

The Multnomah County Board of Commissioners Finds:

- a) The 2001 Oregon Legislative Assembly adopted Senate Bill 134 allowing Oregon local government PERS employers to pool their pension costs with the state of Oregon.
- b) The Board of Trustees of the Public Employees Retirement System has adopted Oregon Administrative Rule 459-009-0070, which allows the formation of a State and Local Government Rate Pool.
- c) Participation in the Local Government Rate Pool has been determined by Multnomah County to be a prudent action.

The Multnomah County Board of Commissioners Resolves:

1. Multnomah County, OPERS employer 2038, has elected to apply for acceptance into the State and Local Government Rate Pool effective with the actuarial period beginning January 1, 2002.

ADOPTED this 29th day of November 2001.

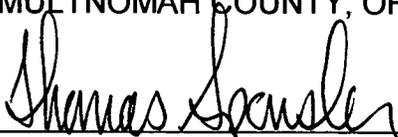
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By _____


Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-155

Authorizing the County to Enter into the Public Employees Retirement System State and Local Government Rate Pool

The Multnomah County Board of Commissioners Finds:

- a) The 2001 Oregon Legislative Assembly adopted Senate Bill 134 allowing Oregon local government PERS employers to pool their pension costs with the State of Oregon.
- b) The Board of Trustees of the Public Employees Retirement System has adopted Oregon Administrative Rule 459-009-0070, which allows the formation of a State and Local Government Rate Pool.
- c) Participation in the Local Government Rate Pool has been determined by Multnomah County to be a prudent action.

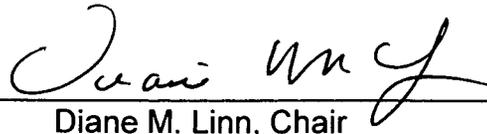
The Multnomah County Board of Commissioners Resolves:

1. Multnomah County, OPERS employer 2038, has elected to apply for acceptance into the State and Local Government Rate Pool effective with the actuarial period beginning January 1, 2002.

ADOPTED this 29th day of November 2001.



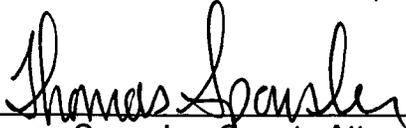
BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON



Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 

Thomas Sponsler, County Attorney

MEETING DATE: November 29, 2001
AGENDA NO: R-6
ESTIMATED START TIME: 10:08 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Labor Contract: International Brotherhood of Electrical Workers Local 48

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday November 29, 2001
AMOUNT OF TIME NEEDED: 2 minutes

DEPARTMENT: DSS DIVISION: Labor Relations

CONTACT: Nancy M. Chambret TELEPHONE #: (503) 988-5135, ext 1
BLDG/ROOM #: 503/4th Floor

PERSON(S) MAKING PRESENTATION: Gail Parnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Ratification of 2001-2007 Agreement Between Multnomah County and International Brotherhood of Electrical Workers Local 48 AFL-CIO

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson/Gail Parnell

MULTNOMAH COUNTY
OREGON
01 NOV 21 PM 5:41
BOARD OF
COUNTY COMMISSIONERS

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us



Department of Support Services
MULTNOMAH COUNTY OREGON

Human Resources/Labor Relations Division
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-5135 phone
(503) 988-5670 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Department of Support Services

DATE: November 20, 2001

RE: *Ratification of 2001 – 2004 Multnomah County Employees Union Local 48 Electricians, Collective Bargaining Agreement*

1. Recommendation/Action Requested: Approve collective bargaining agreement.

Approval.

2. Background/Analysis:

This is the collective bargaining agreement between the County and the Multnomah County Employees Union Local 48 Electricians. This three-year agreement is effective July 1, 2001 and ends June 30, 2004. Below is a summary of the major changes in the agreement.

Wage adjustments: Increase of 3% effective July 1, 2001; 3 % effective July 1, 2002; CPI minimum 2.5 – 4.5 % increases effective July 1, 2003;

Holidays & Work Schedules: Employees may trade Christmas Day for alternate religious holiday; increase eve leave from 4 to 8 hours.

Benefits: Language incorporating the EBB structure was added. Life insurance increases to \$25,000 July 1, 2002; to \$30,000 July 1, 2003. Bus Pass program included.

Other changes: Call in time defined as a 4 hour block; pay for work from home; created a voluntary pool system for on-call; comp time accrual up to 80 hours; increased shift differential to \$.75; and \$1.00. Amended non discrimination language to include gender identify, source of income and familial status to protected classes.

3. Financial Impact:

Increases do not exceed the 3.5% of personnel cost increases.

4. Legal Issues:

None.

5. Controversial Issues:

None.

6. Link to Current County Policies:

Incorporated Employee Benefits Board structure changes into this agreement. Negotiated bus pass subsidy which is consistent with the County's implementation of the DEQ Employee Commute Options Program.

7. Citizen Participation:

None.

8. Other Government Participation:

None.

2001-2004

AGREEMENT

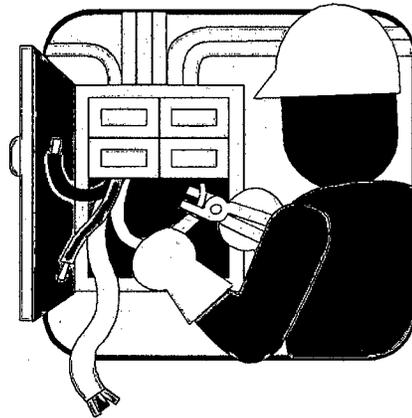
between



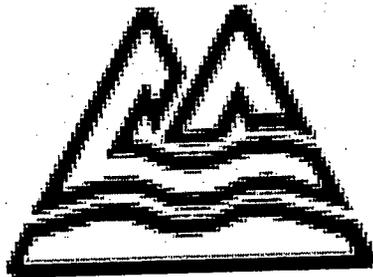
Multnomah County, Oregon

and

**International Brotherhood of Electrical Workers
Local 48
AFL-CIO**



**2001-2004
AGREEMENT
BETWEEN
MULTNOMAH COUNTY, OREGON
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL 48, AFL-CIO**



**LABOR RELATIONS SECTION
501 SE HAWTHORNE BLVD, 4TH FLOOR
PORTLAND, OR 97214
503-988-5135**

This document is available in accessible format upon request

TABLE OF CONTENTS

| | | PAGE |
|------------|--------------------------------------|------|
| ARTICLE 1 | PREAMBLE | 1 |
| ARTICLE 2 | DEFINITIONS | 2 |
| | 1. Cause | 2 |
| | 2. Continuous Service | 2 |
| | 3. Supervisory Employee | 2 |
| | 4. Permanent Employee | 3 |
| | 5. Probationary Employee | 3 |
| | 6. Promotional Probationary Employee | 3 |
| | 7. Temporary Employee | 4 |
| ARTICLE 3. | RECOGNITION | 5 |
| ARTICLE 4. | MANAGEMENT RIGHTS | 6 |
| ARTICLE 5. | UNION SECURITY AND CHECK OFF | 7 |
| ARTICLE 6. | NO STRIKE | 9 |
| ARTICLE 7. | HOLIDAYS | 10 |
| | 1. Holidays | 10 |
| | 2. Holiday Observance | 11 |
| | 3. Holiday Pay | 11 |
| | 4. Holiday During Leave | 11 |
| | 5. Holiday Work | 11 |
| | 6. Saved Holidays | 11 |
| ARTICLE 8 | VACATION LEAVE | 13 |
| | 1. Accrual | 13 |
| | 2. Vacation Times | 13 |
| | 3. Termination Or Death | 14 |
| ARTICLE 9 | SICK LEAVE | 15 |
| | 1. Accrual | 15 |
| | 2. Incentive Conversion | 15 |
| | 3. Bereavement Leave | 16 |
| | 4. Reporting Sick Leave | 16 |
| | 5. Disability Insurance | 17 |

| | | |
|------------|---|----|
| ARTICLE 10 | OTHER LEAVES | 18 |
| | 1. Leave of Absence | 18 |
| | 2. Jury Duty | 18 |
| | 3. Voting Time | 18 |
| | 4. Union Business | 19 |
| | 5. Educational Leave | 19 |
| | 6. Military Leave | 20 |
| | 7. Reimbursement | 20 |
| | 8. Parental Leave | 21 |
| ARTICLE 11 | HEALTH AND WELFARE | 22 |
| | 1. Medical and Dental insurance | 22 |
| | A) EBB | 22 |
| | B) Part Time Employees | 31 |
| | C) Retirees | 31 |
| | D) "Opt-out ": Cash in lieu of medical/Vision Benefits | 31 |
| | E) Default Enrollment | 32 |
| | F) Eligible Dependents | 32 |
| | G) When Benefits Coverage Begins and Ends | 34 |
| ARTICLE 12 | PENSIONS | 39 |
| | 1. PERS | 39 |
| | 2. PERS "Pick-Up" and "Pick-Up" Under IRC Section 414 (h)(2) | 39 |
| | 3. Sick Leave In Application To Final Average Salary | 39 |
| ARTICLE 13 | WORKERS' COMPENSATION AND SUPPLEMENTAL BENEFITS | 40 |
| ARTICLE 14 | HOURS OF WORK | 43 |
| | 1. Work Day | 43 |
| | 2. Work Week | 43 |
| | 3. Work Schedules | 44 |
| | 4. Reduced Work Week | 44 |
| | 5. Rest Periods | 44 |
| | 6. Meal Periods | 45 |
| | 7. Clean-Up Time | 45 |
| | 8. Uniform Time Charging Provisions | 45 |
| | 9. Time Between Shifts | 46 |

| | | |
|------------|---|----|
| ARTICLE 15 | WAGES | 47 |
| | 1. Wages and Classification Schedule | 47 |
| | 2. Pay Period | 48 |
| | 3. Height Time Bonus Pay | 48 |
| | 4. Reporting Time | 48 |
| | 5. Call-In Time | 49 |
| | 6. Off Duty Work From Home Including Work Phone Calls | 49 |
| | 7. On-Call Duty | 50 |
| | 8. Overtime | 52 |
| | 9. Compensatory Time | 53 |
| | 10. Distribution | 54 |
| | 11. Mileage Pay | 54 |
| | 12. Parking | 54 |
| | 13. Shift Differential | 54 |
| ARTICLE 16 | DISCIPLINARY ACTION | 56 |
| | 1. Types Of Disciplinary Actions | 56 |
| | 2. Rights Of Permanent Non-Probationary Employee | 56 |
| | 3. Personnel Files | 56 |
| ARTICLE 17 | SETTLEMENT OF DISPUTES | 58 |
| | 1. Grievance Procedure | 58 |
| | 2. Stewards and The Processing Of Grievances | 60 |
| ARTICLE 18 | GENERAL PROVISIONS | 62 |
| | 1. No Discrimination | 62 |
| | 2. Bulletin Boards | 62 |
| | 3. Visits By Union Representatives | 63 |
| | 4. Changes In Existing Conditions | 63 |
| | 5. Rules | 63 |
| | 6. Tool Replacement | 64 |
| | 7. Uniforms and Protective Clothing | 64 |
| | 8. Seniority | 64 |
| | 9. Merger and Consolidation | 66 |
| | 10. Reduction In Force | 66 |
| | 11. Contract Work | 66 |
| | 12. Safety Rules | 67 |
| | 13. Supremacy Of Contract | 67 |
| | 14. Work Assignment Vacancies | 67 |
| | 15. Performance Evaluation Process | 68 |
| | 16. Bus Pass | 68 |

| | | |
|--------------|--|----|
| ARTICLE 19 | STANDARDS | 70 |
| ARTICLE 20 | SAVINGS CLASS AND FUNDING | 71 |
| | 1. Savings Clause | 71 |
| | 2. Funding | 71 |
| ARTICLE 21 | ENTIRE AGREEMENT | 72 |
| ARTICLE 22 | TERMINATION | 73 |
| | SIGNATURE PAGE | 74 |
| ADDENDUM A | WAGES AND CLASSIFICATIONS ELECTRICAL WORKERS | 75 |
| ADDENDUM A-2 | LEADWORKER | 76 |
| ADDENDUM A-3 | BENCH WORK PREMIUM FOR ELECTRONIC TECHNICIAN ASSISTANT | 77 |
| ADDENDUM B | PAYROLL DEDUCTION FORM | 78 |
| ADDENDUM C | COMPOSITE VERSION OF MULTNOMAH COUNTY EXEMPT EMPLOYEE RETIREE INSURANCE POLICY | 79 |
| ADDENDUM D | MULTNOMAH COUNTY AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP | 84 |
| ADDENDUM E | STATEMENT OF TERMINATION OF MARRIAGE OR DOMESTIC PARTNERSHIP | 86 |
| ADDENDUM F | DRUG AND ALCOHOL POLICY | 87 |
| | LAST CHANCE AGREEMENT | 96 |
| | INDEX | 99 |

2001-2004 A G R E E M E N T

Between

MULTNOMAH COUNTY, OREGON

and

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

LOCAL 48, AFL-CIO

ARTICLE 1

PREAMBLE

This Agreement is entered into by Multnomah County, Oregon, hereinafter referred to as the County, and International Brotherhood of Electrical Workers, Local 48, AFL-CIO, hereinafter referred to as the Union.

The purpose of this Agreement is to set forth those matters pertaining to rates of pay, hours of work, fringe benefits, and other matters pertaining to employment consistent with the County's objective of providing ever-improved services to the public of Multnomah County. The parties agree as follows:

action, if in connection therewith, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

4. Permanent Employee. An employee who, following an examination process, is appointed from a list of eligibles certified by the Human Resources Division of the Department of Sustainable Community Development to fill a position; provided that the employee shall retain such status upon temporary or permanent transfer, promotion, or demotion.

5. Probationary Employee. A permanent employee serving a one (1) year period of trial service to determine his or her suitability for continued employment, such period to begin on the date of his or her appointment to a permanent position from a certified list of eligibles. During the period of probation, the employee may be dismissed without recourse to the grievance procedure if, in the opinion of the employee's supervisor, his or her continued service would not be in the best interest of the County. The length of an employee's probationary period may not be extended by a Memorandum of Agreement under the terms of Article 21, Entire Agreement, unless the employee was absent from work for a period of six (6) months or more previous to the extension. The length of probationary periods for employees hired prior to the effective date of this Agreement shall not be affected by the terms of this definition.

6. Promotional Probationary Employee: A regular employee serving a six (6) month period of trial service upon promotion to determine his or her suitability for continued employment in the classification to which he or she was promoted, such period to begin on the date of his or her appointment to a higher classification from a certified list of eligibles. During the period of promotional probation, the employee shall be returned to the classification and department

ARTICLE 4
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 departments, determining the levels of service and methods of operation, and the introduction of new equipment; the right to hire, layoff, transfer, and promote; to discipline or discharge for cause; the exclusive right to determine staffing, 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, are not subject to the grievance procedure.

ARTICLE 5

UNION SECURITY AND CHECK OFF

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

2. The County agrees to deduct each pay period from the pay of employees covered by this Agreement as applicable:

a. 0.50 of the current monthly union membership dues of those union members who individually request such deductions in writing on the form attached hereto as Addendum B; or

b. 0.50 of the current monthly service fee, in lieu of dues, from any employee who is a member of the bargaining unit and who has not joined the Union within thirty (30) days of becoming an employee. This service fee shall be segregated by the Union and used on a pro rata basis solely to defray the cost of its services in negotiating and administering this contract.

c. The Union 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 in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the Union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall make such

payment to a charity as heretofore stated and shall furnish written proof to the Union and the County, when requested, that this has been done.

d. The Union expressly agrees that no funds derived from the in-lieu-of-dues payment shall be expended for political purposes by the Union.

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

The amounts to be deducted shall be certified to the County by the Financial Secretary of the Union, and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer of the Union by the first day of the succeeding month after such deductions are made.

ARTICLE 6

NO STRIKE

No employee covered by this Agreement shall engage in any work stoppage, slowdown, picketing, 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, picketing, or strike shall take place, the Union will immediately notify such employees so engaging in such activities to cease and desist, and it shall publicly declare that such work stoppage, slowdown, picketing, or strike is in violation of this Agreement and is unauthorized. 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 when the employee is required to cross such picket line to attend to an emergency involving protection of life or property. It is understood, however, that no employee shall be disciplined or discharged for refusal to cross a picket line when directed to perform work which does not properly fall within the scope and jurisdiction of this Local Union.

When work is not available or is limited other than in picketed locations, all employees shall report for assignment. Any work that is available shall be assigned to bargaining unit members on the basis of seniority. Employees who reported but are not assigned work shall be paid two (2) hours pay.

2. Holiday Observance.

a. If the holiday falls on an employee's first scheduled day off, the preceding workday will be observed as that employee's holiday.

b. If the holiday falls on an employee's second or third day off, the following normally scheduled workday will be observed as that employee's holiday.

c. Shift workers shall observe weekend holidays on the days they occur.

3. Holiday Pay. Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work. Part-time employees shall receive holiday pay equivalent to their FTE (full time equivalency). To be eligible for holiday pay, employees must be in pay status both on the day before and on the day after the observed holiday; part-time employees must be in pay status on the last scheduled day before and on the first scheduled day after the holiday.

4. Holiday During Leave. Should an employee be on authorized leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

5. Holiday Work. Employees required to work on a recognized holiday will be compensated at one-and-one-half (1-1/2) times their regular rate of pay for the holiday worked, in addition to their regular holiday pay.

6. Saved Holidays. An employee required to work on a recognized holiday may elect to be compensated for such work by electing to convert the time and one-half pay Section 5 to an equal amount of Saved Holiday time.

Saved Holiday time may be used at the discretion of the employee with the consent of his or her supervisor, and will be charged in accordance with Article 14, Section 8. Saved Holiday time not used by the end of the fiscal year in which it is accrued will be forfeited. Upon separation from service employees will be paid for unused Saved Holiday time at their regular rate of pay. In the event of an employee's death, his or her heirs will receive payment for unused Saved Holiday time at the employee's regular rate of pay.

ARTICLE 8

VACATION LEAVE

1. Accrual. Each full-time employee is entitled and shall earn annual vacation leave credit from the first full pay period of employment. Vacation credits shall be earned in accordance with the following schedule:

| <u>1.</u> <u>Years</u> <u>of</u> <u>Service</u> | <u>2.</u> <u>Hours Accrued</u> <u>Per Pay Period</u> | <u>3.</u> <u>Hours (Weeks)</u> <u>Accrued Per</u> <u>Year by Forty</u> <u>Hour Employees</u> | <u>4.</u> <u>Maximum</u> <u>Hours</u> <u>Accruable</u> |
|--|--|--|---|
| Less than 5 | 4.0 | 96 (2.4 wks.) | 224 |
| 5 to 10 | 5.67 | 136 (3.4 wks.) | 272 |
| 10 to 15 | 7.33 | 176 (4.4 wks.) | 352 |
| 15 or more | 9.0 | 216 (5.4 wks.) | 432 |

2. Vacation Times. Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the County and the requirement for vacation relief, employees shall have the right to determine vacation times, but in any case vacation times shall be selected on the basis of seniority; however, each employee will be permitted to exercise his or her right of seniority only once per calendar year as provided herein. Use of seniority shall be confined to times during the same calendar year selected during the annual sign-up. The annual sign up may occur each January, beginning on the first work day and ending on the last workday of that month. Employees shall be permitted to

and ending on the last workday of that month. Employees shall be permitted to express their first, second, and third preferences for vacation times during this sign-up, to ensure orderly selection of preferred vacation times in the event their higher preference times are taken by senior employees. Seniority may not be used to obtain preferred vacation times after the January sign-up concludes. However, seniority may be used during the January sign-up to secure either a continuous vacation or a vacation plan consisting of two or more non-continuous weeklong segments. Sign-up shall be in weekly increments. After the January sign up period, vacation shall be permitted on a "first come, first served" basis. Used vacation shall be charged in accordance with the uniform time charging provisions of Article 14.

3. 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

1. Accrual. Employees shall accrue sick leave at the rate of .0461 hours for each hour worked, to be used in the event of their non-occupational illness or injury, or those listed below who require the employee's care:

- a) Members of the employee's immediate household; or
- b) The employee's spouse, parents, or children as defined by the federal Family Medical Leave Act (hereafter referred to as the "FMLA"); or
- c) The employee's parents-in-law as defined in the Oregon Family Leave Act (Hereafter referred to as the "OFLA"); or
- d) The employee's domestic partner as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits; or
- e) The children and parents of such domestic partner, defined as if the domestic partner were the employee's spouse.

Sick leave may be accrued on an unlimited basis.

Absence due to sickness in excess of three (3) days must be verified by a physician's certificate at the request of the County.

For leaves that qualifies under FMLA, employees will determine what order of paid leave is used.

2. Incentive Conversion. Full-time employees who have worked the twelve- (12) months preceding June 30 of any year, (*does not include FMLA/OFLA*) may at their option, convert accrued sick leave to saved

holiday time to be taken in accordance with Article 7, Section 6 subject to the following schedule:

| <u>Hours of sick leave used in 24 pay periods preceding June 30 of any year</u> | <u>Allowable additional Saved Holidays</u> |
|---|--|
| (1) None | 3 days |
| (2) 0.1 - 8 hours | 2 days |
| (3) 8.1 - 16 hours | 1 day |

3. Bereavement Leave. An employee shall be granted not more than three (3) days leave of absence with full pay in the event of death in the immediate family of the employee to make household adjustments or to attend funeral services. If such funeral is beyond 350 miles, the employee may be granted up to three (3) additional days with pay at the discretion of his or her supervisor for travel and personal considerations. For purposes of Bereavement Leave, an employee's immediate family shall be defined as spouse, parents, step-parents, children, step children, brother, sister, step brother, step sister, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, member of the employee's immediate household. For the purpose of this section, an employee is entitled to receive the same bereavement leave for his/her domestic partner, as designated in an Affidavit of Domestic Partnership submitted to Employee Benefits, and family as for a spouse. In relationships other than those set forth above, under exceptional circumstances, such leave of absence may be granted by the County Chair or his or her designee(s) upon request.

4. Reporting of Sick Leave. An employee who must be absent by reason of illness or injury shall make reasonable effort to notify his or her immediate supervisor at least one (1) hour before the beginning of his or her scheduled shift.

5. Disability Insurance. Any employee covered by this Agreement may participate in the short-term disability insurance program consistent with carrier contract(s), the monthly premium to be paid individually through payroll deduction.

6. Long term disability

All bargaining unit employees will be covered by a County-paid group long term disability insurance policy, the provisions of which will be the same as those in the UNUM group policy available to Multnomah County employees.

ARTICLE 10

OTHER LEAVES

1. Leave of Absence. Consistent with the needs of the County, leaves of absence without pay for a limited period not to exceed thirty (30) days will be granted by an employee's appointing authority for any reasonable purpose, and such leaves may be renewed or extended for any reasonable period up to one (1) year.

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

2. 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. Any payment received from the court as jury fees shall be returned to the County promptly upon receipt. If an employee is excused or dismissed prior to noon, he or she shall report for work.

3. 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.

4. Union Business. Employees elected to any Union office or selected by the Union to do work which takes them from their employment with the County shall, at the written request of the Union, be recommended in accordance with the leave provisions set forth in Multnomah County Code 9.03 or its successor for a leave of absence exceeding thirty (30) days. Members of the Union selected by the Union to participate in any other Union activity shall be granted a leave of absence at the request of the Union.

5. Educational Leave. After completing one (1) year of service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his or her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended upon the request of the employee when necessary. At the request of management, the employee shall submit verification of course work taken.

One (1) year leaves of absence for educational purposes, including any requested extension, may not be granted more than once in any three-(3) year period.

Employees may also be granted leaves of absence with or without pay for educational purposes for reasonable lengths of time to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability, provided it does not interfere with the operation of the County.

6. Military Leave. Employees who have served with the County for six (6) months or more immediately preceding an application for military leave and who are members of the National Guard or any reserve components of the Armed Forces of the United States are entitled to a leave of absence with pay from their duties for a period not exceeding fifteen (15) calendar days or eleven (11) work days in any calendar year. Employees will be granted a leave of absence without pay for any additional time needed for the purpose of discharging their obligation of annual active duty for training in the military reserve or National Guard.

7. Reimbursement. The County will reimburse an employee for the cost of tuition for any course of study, including state-required classes to maintain or upgrade licenses, 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 prior to enrollment, the County will make reimbursement within thirty (30) days after proof of satisfactory completion of the course. 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, or if his or her County employment terminates before completion of 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.

8. Parental Leave. An employee's entitlement to parental leave shall be governed by FMLA and OFLA. The employee may use his or her accrued sick leave, vacation time, compensatory time, or saved holiday time as provided therein

ARTICLE 11
HEALTH AND WELFARE

I. Medical and Dental Insurance

A. Employee Benefits Board

By memorandum of agreement dated January 4, 2001 between the parties, which was accepted by the bargaining unit on March 22, 2001, the parties agreed to be covered and governed by the Employee Benefits Board Governance Structure proposal of December 21, 2000; which is as follows:

a. History

The goal of a governance structure is to enable the Employee's Benefit Board (EBB) and the County to continue to achieve their goals. The governance document establishes protocol of the governing board and a systematic approach to a cooperative labor-management forum.

b. Membership

Voting Membership of the EBB shall consist of:

- One representative from each bargaining unit of County employees as provided for in their respective collective bargaining agreement;
- One management representative appointed by the Chair who represents the interest of the employer, and
- One non-represented employee appointed by the Chair who represents those employees who are exempt from collective bargaining.
- An alternate to the designated representative may attend and vote.
- Each voting member will have one vote to cast.

c. Membership Training

Members will be provided training associated with the EBB. The Health Fund will sponsor training opportunities for members (by selecting training, paying the tuition and/or administration fees, and travel expenses to and from the event, if held outside of the Portland Metropolitan area); and reimburse employee members for per diem costs associated with approved training activities. Employee members will be given paid release time to attend approved EBB functions/training. Training will be provided to:

d. Membership

Three Members/year

Local 88, ONA, MCCOA, IUOE, Deputy Sheriff (MCDSA)

Two Members/year

Non-represented, Local 701, Management, Juvenile Custody Workers, IBEW (Local 48), Painters

e. Membership Role

The role of the membership is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Participate in EBB meetings;
- Discuss and make recommendations with regard to County health and welfare benefits;
- Vote on proposals, if appropriate;
- Attend approved training and educational forums related to Health Benefits;
- One EBB member per voting membership may be a member of the International Foundation of Employee Benefits; and
- At the request of the Benefits Administrator, may participate in other EBB activities.

f. Benefits Administrator Role

The Benefits Administrator shall be a non-voting member. The role of the Benefits-Administrator is to:

- Ensure that the County's Health and Welfare Program is aligned with the County's mission and values;
- Serve as the Administrator for the County Health and Welfare Programs;
- Facilitate the EBB, preside over meetings and propose and implement any changes;
- Provide a forum and opportunity for training and education of the EBB members;
- Obtain, coordinate and direct the use of technical consultants and vendors;
- Ensure that the Health and Welfare Program and EBB adhere to legal mandates;
- Manage the Health Fund;
- Oversee other benefit programs such as Health Promotion to promote the health and welfare benefits for County employees;

- Provide data as requested by the EBB; and
- Track claims experience by bargaining units.

g. Legal Responsibilities

The Health Plan is subject to various legal mandates that protect the benefits of plan members. These legal mandates create a set of standards that apply to public entities concerning plan administration, management, or plan design and, in particular, communication of the benefit plans contents or changes. Only the Human Resources Division Benefits Unit, will have actual legal authority to convey plan documents and benefits to plan members. Other information issued by EBB shall be for information purposes only and not binding upon the plan. Changes mandated by law shall be carried out by the Benefit Administrator and discussed with the EBB prior to implementation.

h. Meeting Process

The meetings shall comply with any applicable law. Meetings require attendance of one-half of the voting membership to be considered a quorum. The meeting minutes will record the following:

- 1) Members present,
- 2) Motions, proposals and their dispositions,
- 3) Results of all votes and the vote of each member by name and the organization that they are representing;
- 4) The substance of any discussion on any matter; and
- 5) A reference to any document discussed at the meeting.

The forgoing shall not apply to discussions pertaining to changes to collective bargaining agreements.

i. Voting

A formal vote is required for plan changes and administration of the Employee Health and Benefit Programs. A formal vote is defined as a public vote where each vote must identify the member voting, and the vote must be announced. A formal vote to change or amend plans must consist of a positive vote from a majority of no less than 80% (9 of 11 or 8 of 10) of the voting membership. If a member cannot attend an alternate may cast a vote on their behalf or a proxy may be submitted prior to the

meeting so that the Benefits Administrator may read the vote at the meeting. In the alternative, if insufficient votes are cast due to the absences of voting members, missing votes may be recorded at the next meeting.

j. Proposals

The Benefits Administrator may propose to the EBB any changes or actions specific to his/her role identified above. The EBB voting members may propose benefit plan changes via any five EBB voting members. Prior to submission to the Benefits Administrator, the five members must unanimously approve the proposal. The written proposal must be submitted two weeks in advance of the next EBB meeting, unless the Benefits Administrator waives the deadline. The proposal will identify the specific changes and how it meets the County's Health Plan interests.

If the proposal is passed by the EBB, the Benefits Administrator may either a) accept the proposal; b) provide two alternate proposals or c) reject the proposal at the following meeting. In the case of "c," the Benefits Administrator shall submit the proposal to the County's Chair for a final determination of whether or not the proposal will be implemented. The Chair's decision is final and will be communicated back to the EBB via the Benefits Administrator.

k. Meetings per Calendar Year

The EBB shall meet at least quarterly (4 times per year). All meetings are scheduled and notified by the Benefits Administrator. When a vote is on the meeting agenda, voting members shall be notified 2 weeks in advance of the meeting date, time and place. The employees who participate shall be given paid release time to attend the meetings.

l. Health Fund

The Health Fund will be funded by:

- 1) (Full-time employees) Monthly contributions paid by Departments based upon the number of FTEs, shall be on a composite rate for medical and dental health insurance projected premium equivalents (defined as actual premiums and those costs identified in paragraph 7 below). The initial composite rate will be based upon projected total premiums and premium equivalents divided by the number of full-time (.80 FTE and above) employees as of February 1, 2001 (\$568.72 per eligible full

time employee effective July 1, 2001).

- 2) (Part-time employees) Monthly contributions paid by Departments for part-time employees shall be based upon a separate composite rate for both medical and dental premiums and the part-time employee's portion of the other referenced costs. The annual composite rate for the medical portion shall be adjusted during the second year, beginning July 2002, and will be based upon actual demographics of the part-time employees for health coverage. The annual composite rate for each subsequent year will be no less than the previous year plus CPI-W. The medical composite rate shall increase annually according to the cost sharing terms. The dental composite rate shall follow the cost sharing terms.
- 3) Cost savings realized from good experience and plan design changes shall remain in the Health Fund, and
- 4) Refunds from vendors for performance guarantees or premium overpayments, etc., shall remain in the Health Fund, and
- 5) Interest on the Health Fund shall remain in the Health Fund including IBNR set aside.
- 6) Initially on July 1, 2001, the unions and the non-represented employees' representative agree to contribute their MCEBB incentives to the fund as contained in the Health and Welfare Article (or subsequent amendments) of all applicable collective bargaining agreements or ordinances. The Health Fund will be at a "zero" deficit for the health plan year ending June 30, 2001, i.e. nothing shall be owed by the Health Fund for either IBNR or the previous year's expenses. If contributions by the Departments and those of the EBB are less than the plan expenses for any benefit year, that shortfall will be restored to the Health Fund throughout the following plan year and subject to the cost sharing agreement. If contributions in any plan year are more than the costs and expenses, then those contributions will remain in the Health Fund and will be used to offset future costs.
- 7) Distributions from the Health Fund shall be set to encompass all of the items referenced below. Any additional items are subject to approval by EBB. All of these costs shall be included in the Departments composite rate. The Health Fund expenses shall consist of the following cost items necessary to administer the

Medical and Dental Health Insurance Plans: premiums, claims, Incurred But Not Reported claims (IBNR expenses shall be calculated annually according to generally accepted accounting standards), claim margin, stop-loss fees, Oregon Medical Insurance Pool fees, fees for services such as managed care providers for pharmaceuticals, health provider contracts, flexible spending account administrator fees, case management fees; third party administrators; professional services associated with benefits consulting, EBB expenses and other miscellaneous costs such as printing and postage for communications to employees concerning County Health and Welfare Plans.

m. Eligible Employees

The Health Fund is comprised of those items listed under Health Fund above that directly can be attributed to the provision of health, vision and dental insurance for County employees, their eligible dependents and those that have COBRA rights.

Full-time Employees- Full-time employees, those employees who are regularly scheduled to work 32 or more hours per week, may elect one of the plan options or opt-out with proof of other coverage. Opt-out reimbursement is limited to \$150 per month. The Major Medical Option will reimburse participants at \$50 per month for the first year of the plan and then the reimbursement will be subject to a reduction based upon cost sharing in subsequent years. The Dental Plans will offer the same benefits as offered in plan year 2000, Kaiser and ODS, until the EBB changes them. There will be no waiting period for either dental plan option.

Part-time Employees- Part-time employees, those employees who are regularly scheduled to work 20 to 31 hours per week, will be offered Major Medical Coverage free of charge for them and their eligible family members. The employee may elect to purchase either Kaiser or the Plus Plan option by paying the difference in cost from the Major Medical Plan to their selected plan based upon the coverage level. Part-time employees are not eligible for the \$50 reimbursement for the Major Medical Plan. Part-time employees who opt-out of medical plan coverage will be reimbursed \$75 per month with proof of other coverage.

The Dental Plans will offer the same benefits as plan year 2000, Kaiser and DS, until the EBB changes them. There will be no waiting period for either dental plan

option. Part-time employees will pay one-half of the dental premiums.

n. Plan Document

The Plan Document shall set forth the dates, times, eligibility, default enrollment and administration of benefit coverage for the medical and dental plans. Other items that will be included are coverage dates for FMLA, leave of absences,-COBRA, flexible spending accounts, and reinstatement provisions.

o. Retirees Health Fund/Benefits

The health and welfare plan of the retirees is not subject to the governance or funding of the EBB.

p. Cost Sharing for Medical/Vision and Dental Plans

The cost of health insurance is driven by many external factors outside of the control of the County and the EBB. It is the mutual interest of both parties to ensure that health care costs are reasonable and somewhat predictable. Sharing costs and building financial safeguards that protect both the employees and the County from open-ended risk is the objective of the cost sharing agreement. The County and EBB members agree to the following (see attached example):

| | | |
|---------------|----------------------------|---------------------|
| July 1, 2001- | Self-Insured Medical Plans | County paid at 100% |
| | HMO (Kaiser)- | County paid at 100% |
| | Dental Plan | County paid at 100% |

July 1, 2002- Self-Insured Medical Plans County pays at the 2001 contribution rate plus CPI-W* of the total premium (which includes all premium costs and other applicable administrative costs) then, equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

HMO (Kaiser) County pays at the County 2001 contribution rate (which includes total premiums and applicable administrative costs) plus CPI-W and 5% of the 2001

contribution rate and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than County contribution, that portion of the County contribution will go toward building the Health Fund.

Dental Plans County pays at County 2001 contribution rate plus CPI-W of the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

July 1, 2003- Self-Insured Medical Plans County pays at the 2002 contribution rate plus CPI-W of the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

(HMO) Kaiser County pays at the 2002 contribution rate plus CPI-W and 5% previous year's premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.) If in any plan year, the total premium increase is less than County contribution, that portion of the County contribution will go toward building the Health Fund.

Dental Plans County pays at the County contribution rate of 2002 plus CPI-W of

the total premium (which includes all premium costs and other applicable administrative costs) and then equally splits any remaining cost of the increase with the employees through payroll deductions. (Employees and the County each pay 50% of remaining cost increase from sources outside of the Health Fund.). If in any plan year, the total premium increase is less than the CPI-W, that portion of the County contribution will go toward building the Health Fund.

*CPI-W is defined as the annual percent increase in CPI Portland Urban Wage Earners and Clerical Workers Cost of Living Index- Second Half.

Employees will pay no more than 10% of the total premium costs in any plan option and any coverage level unless agreed to by the EBB. To the extent the employee's contribution exceeds 10% of the premium, the County will pay the premium excess above the 10% from sources outside of the Health Fund. Employee's contribution shall be based upon a tiered structure with each plan experience rated separately.

If any one plan option increases more than 25% for a plan year, the EBB will agree to either have the employees pay for the amount of the premium above the 25% or reduce the benefit plan to a level that would reflect no more than a 25% increase level. If no agreement can be reached, the County may agree to either pay for the additional premium or change the benefit plan to a level that would reflect no more than a 25% increase for that plan year.

Also, if any one plan other than the Major Medical Plan, has less than 5% of the County employees enrolled, the County may remove that plan option at the end of the plan year.

q. LTD/STD

The Long Term and Short Term Disability Insurance is not subject to governance by the EBB.

r. Summary of Governance and Long Term Resolutions

With this agreement, it is the intent of the parties to work towards developing a cooperative labor-management forum for managing Multnomah County employees' health and welfare benefits. This initial three year agreement-begins a process where a more responsive forum than previously available can study, evaluate and modify the health and welfare benefits for employees. This forum will allow the EBB to effectively address the impact of technology, the escalation of costs, legal mandates, and the need for quality health care. If at such time in the future, the EBB is unable to meet its goals and objectives, thus not meeting the interests of the County or participating unions, the EBB may be dissolved by resolution or by withdrawal of members. It is the intent of the EBB to incorporate this agreement into each collective bargaining agreement of participating bargaining units, subject to the ratification of this agreement by each bargaining unit. Nothing in this Governance Agreement is intended to: waive or modify the rights of participating labor organizations to bargain collectively over health and welfare benefits for their members, at the expiration of this agreement, or prevent withdrawal from this governance agreement, at the expiration of this agreement. Any labor organization that withdraws from this Governance Agreement, at the expiration of this agreement, shall lose its rights to participate in, or vote on, matters governed by the EBB.

In the event that there is a conflict between Section 1(A) above and/or any other section of this Article and governance structure of December 21, 2000, the governance structure language as accepted by the Union on March 22, 2001 shall supersede.

B. Part-time employees

Part-time employees who work full time (at least .8 FTE) for six consecutive pay periods will be reimbursed, as if they were entitled to full time benefits (does not include Major Medical Plan Option reimbursement), for premium payments made to the County for those payroll periods, adjusted for taxes. However, such payment will be made only upon written request within 90 days of the last payroll period of full-time work.

C. Retirees

Provisions governing retiree participation in County medical and dental plans are in Article 16, "Section IV".

D. "Opt-out": Cash in Lieu of Medical/Vision Benefits

1. "Opt-out" payment amounts

a. Full-time employees

Full-time employees may elect to "opt-out" of County medical/vision benefits coverage, per the provisions of Section 1.A.(m) of this article. Full-time employees who "opt out" of medical/vision benefits coverage may still receive dental benefits; a dental benefits "opt-out" payment is not available.

b. Part-time employees

Part-time employees who certify themselves as covered under another medical/vision plan may elect to "opt-out" of County medical/vision benefits coverage per the provisions of Section 1.A.(m) of this article. Part-time employees may opt out of medical/vision coverage and still elect County dental coverage by paying for one half of the premium for such coverage.

2. Loss of non-County coverage

If an employee who has "opted out" of County coverage loses his or her non-County coverage, he or she may enroll in the County plan within ninety (90) days of losing the non-County coverage based upon a qualifying event as prescribed by the Plan document can do so without waiting for the annual Open Enrollment period. County coverage will be effective the first day of the month following receipt of the enrollment form by Employee Benefits.

E. Default Enrollment

Full time Employees who fail to submit an enrollment form for "Opt-out" or for the medical/vision and dental benefits plans described in "Section 1.A" above within 31 days of hire or at other times as determined by the Employee Benefits Office will be enrolled in the County's Major Medical Plan and ODS dental plan by default. Default plans may be other than Major Medical Plan and ODS dental plan, if so authorized by the Employee Benefits Board process. Eligible dependents of such employees may be enrolled in the same plans if the employee submits application within 15 days of receiving notice of his or her default enrollment. Part-time employees shall be enrolled in the Major Medical Plan or its authorized successor.

F. Eligible Dependents

1. Spouses and domestic partners

a. Enrollment

Employees may enroll spouses and domestic partners in County medical and dental plans upon completion of the County's Affidavit of Marriage or Domestic Partnership and applicable enrollment forms. Enrollment times and other procedures for administration of the medical/vision and dental insurance plans shall be applied to employees with domestic partners in the same manner as to married employees to the extent allowed by the law. Spouses and domestic partners must be enrolled in the same plan as the employee.

b. Definitions

i. A "spouse" is a person to whom the employee is married under Oregon law.

ii. A "domestic partner" is a person with whom the employee:

- Jointly shares the same permanent residence for at least six months immediately preceding the date of signing an Affidavit of Marriage or Domestic Partnership; and intends to continue to do so indefinitely, or if registered with the Multnomah County partnership registry, the six month waiting period is waived; and
- Has a close personal relationship.

In addition, the employee and the other person must share the following characteristics:

- Are not legally married to anyone;
- Are each eighteen years of age or older;
- Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
- Were mentally competent to contract when the domestic partnership began;
- Are each other's sole domestic partner;
- Are jointly responsible for each other's common welfare including "basic living expenses" as defined in the Affidavit of Marriage or Domestic Partnership.

c. Termination of coverage

Employees must remove a spouse or domestic partner from coverage within 90 days of divorce, or annulment, or dissolution of the domestic

partnership. Employees who fail to remove an ineligible spouse or domestic partner within 90 days will be required to reimburse the County for claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures.

2. Children

a. Enrollment

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 "Section I". Children must be enrolled in the same plans as the employee.

b. Definition

"Eligible children" includes any unmarried biological or adoptive child under the age of 23 who is a dependent under the federal tax code and chiefly supported; or a court appointed ward; or anyone under the age of 23 for whom the employee is required by court order to provide coverage. "Eligible children" may also include dependent children over the age of 23 who became permanently disabled prior to the age of 23, and the children of children who are currently enrolled.

c. Termination of coverage

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 90 days of disqualification. Employees who fail to remove an ineligible child within 90 days of disqualification will be required to reimburse the County for any claims paid after the 90 day window, or be taxed on the benefit, or both as determined by the Benefits Administrator guidelines and procedures.

G. When Benefits Coverage Begins and Ends

1. Coverage for new employees

a. Medical and Dental Benefits

The employee and eligible dependents will be covered by medical and dental benefits the first day of the month following hire, provided the employee has submitted an enrollment form to the Employee Benefits office prior to that date. Employees who submit a form after the first day of the month following hire, but within 31 days of hire, will be covered the first day of the month following receipt of

the form by Employee Benefits Office. Employees who do not submit a form within 31 days of hire will be covered the first day of the month following default enrollment.

2. Benefits coverage for terminating employees

a. Retirees

i. County-subsidized coverage

Benefits options for retirees are provided for in Article 16, "Section IV".

ii. Unsubsidized benefits

Retirees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

b. Other terminating employees

i. County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month in which the employee's County employment terminates, medical/vision and dental benefits toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month in which the employee's County employment has terminated, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A's last day is July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B's last day is July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

Terminating employees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

3. Employees on unpaid leaves of absence

a. Leaves of less than 30 days

Employees' benefits coverage will not be affected by unpaid leaves of absence of less than 30 days' duration.

b. FMLA/OFLA leaves

The County will contribute toward medical/vision insurance

coverage during unpaid FMLA/OFLA leave as required by law. During unpaid FMLA, the County will contribute to the same benefit plan elected by the employee prior to the approved leave. During unpaid OFLA leave only, the County will not contribute toward medical/vision/dental insurance coverage. In addition, the County will continue the same plan and monthly contributions toward dental insurance coverage as long as legally required contributions toward medical/vision coverage continue. If the employee remains on unpaid leave for more than 30 days after FMLA/OFLA leave is exhausted, the leave will be treated as an unpaid leave of absence per "Subsection c.i" below, except that the last day of FMLA/OFLA leave will be deemed the employee's last day in pay status.

c. Non-FMLA/OFLA unpaid leaves

i. Lapsing of County-subsidized coverage

If the employee's last regularly scheduled work day in pay status falls on or before the fifteen (15th) day of the calendar month coverage toward which the County has contributed will lapse at the end of that calendar month. If such work day in pay status falls after the fifteen (15th) of the calendar month, coverage toward which the County has contributed will lapse at the end of the following calendar month. (Example: Employee A goes on non-FMLA/OFLA unpaid leave effective July 15. Employee A's coverage toward which the County has contributed will lapse July 31. Employee B goes on non-FMLA/OFLA unpaid leave July 16. Employee B's coverage toward which the County has contributed will lapse August 31.)

ii. Unsubsidized benefits

Employees may continue to participate in County medical and dental benefits plans on a self-pay basis as mandated by law.

iii. Continuation of benefits upon return from a leave of absence without pay

(a) Employees returning from a leave of absence without pay will be reinstated to the same medical and dental plans (or successor plans) they had when they left. If they return from leave the first day of the month, coverage will be in effect upon their return from leave; otherwise, coverage will be in effect the first day of the month following their return from leave.

(b) Employees returning from unpaid non-FMLA/OFLA leave in the following July to June plan year may enroll in different plans within 31 days of their return. If enrollment forms are received on the first day of the month, the changes will be effective that day; otherwise, changes will be in effect the first day of the month following receipt of the forms.

II. Other Benefits

A. Flexible Spending Accounts

1. Medical expenses

To the extent permitted by law, Medical Expense Reimbursement Plan (MERP) accounts, which allow employees to pay for deductibles and unreimbursed medical, dental, and vision expenses with pre-tax wages, will be available according to the terms of the Multnomah County Medical Expense Reimbursement Plan number 504.

2. Dependent care expenses

To the extent permitted by law, Dependent Care Assistance Plan (DCAP) accounts, which allow employees to pay for dependent care with pre-tax wages, will be available according to the terms of the Multnomah County Dependent Care Assistance Plan number 502.

B. Life Insurance

Upon signing this agreement the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty thousand dollars (\$20,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

On 07/01/02 the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of twenty five thousand dollars (\$25,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

On 07/01/03 the County agrees to provide each employee covered by this Agreement with term life insurance in the amount of thirty thousand dollars

(\$30,000). Employees may purchase supplemental term life insurance coverage for themselves, their spouse or their domestic partner consistent with carrier contract(s) by payroll deduction. Premiums will vary according to age of the insured.

C. Emergency Treatment

Employees will be provided with emergency treatment for on-the-job injuries, at no cost to the employees, and employees as a condition of receipt of emergency treatment, do agree to hold the County harmless for injuries or damage sustained as a result thereof, if any. Employees further will promptly sign an appropriate Workers' Compensation claim form when presented by the employer.

D. Disability Insurance

The County shall provide bargaining unit members with a group Long Term Disability insurance Policy with the same terms as apply to other Multnomah County union and management employee's under UNUM insurance Policy including a ninety (90 day waiting period).

III. Successor Insurance Plans

In the event that either party elects to terminate the Employee Governance Structure in accordance with the Governance Structure guidelines, or any of the above insurance plans are no longer provided by the County, the County, following consultation with the EBB, agrees to provide to affected employees a substitute plan of the same service delivery type, if available, at substantially the same or a better benefit level. It is recognized that in accordance with Section 1.A. (Employee Benefits Board) of this article that insurance plans may be modified, plans added and plans eliminated during the term of this agreement.

ARTICLE 12

PENSIONS

1. PERS. The County shall continue to participate in the Oregon Public Employees Retirement System (PERS) pursuant to the Intergovernmental Integration Agreement between the County and PERS, dated January 22, 1982.

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

A. The County shall pay the "pick-up" of the required 6% employee contribution to PERS as provided in ORS 238.205. 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 resumption of PERS pick-up in 1999, including but not limited to the terms of compensation for non-PERS members.

B. Until the County resumes pick up of PERS contributions under ORS 238.205 as provided above, 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 limited purposes of Section 414(h)(2) of the Internal Revenue Code and any related state or federal tax policies but 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. 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. In accordance with the terms of ORS 238.350 one-half of the value of accumulated sick leave with pay will be applied to final average salary for the purpose of pension benefit determination.

ARTICLE 13
WORKERS' COMPENSATION AND
SUPPLEMENTAL BENEFITS

1. All members of the bargaining unit will be provided full coverage as required by the Oregon Worker's Compensation Act.

2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Worker's Compensation Law shall not interrupt his or her continued period of employment with reference to accrual of seniority unless the employee's doctor, the State Worker's Compensation Department or Board, 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. If injured during probation, the probationary period may be extended by written agreement of the Union, employee, and County.

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

a. Supplemental benefits shall only be payable for those days compensable under Worker's Compensation Law as time loss on an approved claim.

limitations of the Health and Welfare Article, if any, for a period of one year.

8. The County shall continue to make retirement contributions, based upon the appropriate percentage of the gross dollar amount of supplement benefits paid, throughout the period that the employee receives such benefits.

ARTICLE 14

HOURS OF WORK

1. Work Day.

a. The regular hours of work each shift shall be consecutive except for interruptions for meal periods.

b. Employees on a five (5) day per week work schedule shall work eight (8) hours per day excluding the meal period.

c. Employees on a four-(4) day per week work schedule shall work ten (10) hours per day excluding meal period.

2. Work Week.

a. Regular. Except as provided herein, the regular workweek shall consist of consecutive days, Monday through Friday, of the same number of consecutive hours per day with consecutive days off. Employees hired on or after July 1, 1998 or Electronic Technician Assistants promoted on or after January 1, 1999 may be required by the County to work a regular work week that includes Saturday or Sunday but not both. Employees who wish to volunteer for such schedules or for a regular work week schedule including both Saturday and Sunday may do so and management may permit the employee to work such a schedule. Employees with four (4) days per week ten (10) hours per day work schedules shall have 3 consecutive days off, including Saturday and Sunday; however, if operational needs of the County dictate, the County may institute a limited number of 4-10 work schedules having Saturday and Sunday off. Qualified volunteers shall be solicited to take the 3rd day as a non-consecutive day off. If no volunteers accept the 3rd day, it shall be determined via seniority list with the least

senior qualified person being assigned. In no case shall the workweek be for more than forty (40) hours, excluding the meal period.

b. Continuous Operations. Employees engaged in continuous operations are defined as being any employee or group of employees engaged in an operation for which there is regularly scheduled work for twenty-four (24) hours a day, seven (7) days a week. The workweek for employees engaged in continuous operations shall consist of five (5) consecutive days, with two (2) designated days off.

3. Work Schedules.

Work schedules showing the employee's shift, work days, and hours shall be posted on all department bulletin boards at all times. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting 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) workdays.

4. Reduced Work Week. In the event that the financial budget situation of the County requires a reduced workweek for employees covered by this Agreement, the parties agree to meet and discuss scheduling problems, which may arise. Such meeting shall be held prior to implementation of the reduced workweek.

5. Rest Periods. All employees' work schedules shall provide for a fifteen-(15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. Employees who, for any reason, work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute rest period before they start to work on the next succeeding shift when it is

anticipated the overtime is expected to extend a minimum of one and one-half (1-1/2) hours. In addition, they shall be granted the regular rest period that occurs during the shift.

6. Meal Periods. All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of the shift. The County shall provide a meal to any employee who is requested to and does work two (2) hours beyond his or her regular quitting time.

7. Clean-Up Time. Employees occupying labor, trades, or craft positions shall be granted adequate personal clean-up time prior to the end of each work shift. The County shall provide the required facilities for the employee's clean up. Neither party to this Agreement shall construe "clean-up time" to mean "quit-early time" or "leave-early time."

8. Uniform Time Charging Provisions

a. Rounding Rule. Time charged for all leaves and compensation for time worked under the terms of this Agreement shall be subject to rounding to the nearest quarter of an hour in accordance with the following rules:

(1) 0 - 7 minutes rounds to 0 hours

(2) 8 - 15 minutes rounds to 1/4 hour

b. Applications

(1) Lateness: An employee who is seven (7) minutes or less late shall be paid for a full shift. An employee who is eight (8) to fifteen (15) minutes late shall not be paid for one quarter (1/4) of an hour.

(2) Working Over: An employee who works over less than eight

(8) minutes shall not be compensated. An employee who works eight (8) to fifteen (15) minutes over shall be compensated one quarter (1/4) of an hour at the appropriate rate of pay in accordance with Article 15, Wages.

(3) Leaves: Late and early return from leaves shall be subject to the same rounding practice as specified above.

(4) Management and Employee Rights: The right of management to discipline employees for tardiness is not waived by the above rounding provisions, nor shall the above provision be construed as a right for management to extend the end of the working day beyond the normally scheduled ending time.

9. Time between shifts. There shall be a minimum of eight (8) hours between regular scheduled shifts. Employees who have completed their regular shift and are required to work an additional continuous eight (8) hours shall be granted four (4) hours of rest with pay at the straight pay hourly rate. The rest pay provisions shall apply to the employee's first four hour of their next shift and only occurs when the next regular shift begins within twelve (12) hours of the end of the continuous work period.

ARTICLE 15

WAGES

1. Wages and Classification Schedule

a) Wage Rates for FY 2001-2002. Effective July 1, 2001, employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Addendum A. Said schedule reflects an increase of three percent (3.0%) effective July 1, 2001.

b) Wage Rates for FY 2002-2003. Effective July 1, 2002, the rates and ranges of employees covered by this Agreement shall be increased by 3.0%

c) Wage Rates for FY 2003 – 2004. Effective July 1, 2003, the rates and ranges of employees covered by this Agreement shall be increased by the percentage increase in the Consumer Price Index – Portland Urban Wage Earners and Clerical Workers – from the second half of 2001 to the second half of 2002. The minimum CPI based increase shall be two and one-half percent (2.5%). The maximum CPI based increase shall be four and one-half percent (4.5%).

d) New Classifications. When any position covered by this Agreement not listed on the wage schedule is established, the County may designate a job classification and pay rate for the position. In the event the Union does not agree that the classification and/or rate is proper, the Union shall have the right to submit the issue as a grievance at Step III of the Grievance Procedure.

e) Reopener. In the event that the County's estimated general fund resources in the executive budget for fiscal year 2002-2003, or 2003-2004, fall

ten percent (10%) or more below the estimated general fund resources in the preceding year's executive budget, any wage or benefit increase not implemented at the time of such determination shall not be implemented and negotiations will commence within a reasonable period thereafter for substitute terms for such increase not implemented.

f) Work In A Higher Classification. Whenever a supervisor instructs an employee to replace another employee in a higher classification and perform such work for more than one (1) shift, the employee shall be paid for all such work at the rate of pay assigned to the higher classified work in the appropriate step, according to the promotional policy, if any.

2. Pay Period. The salaries and wages of employees shall be paid semi-monthly on the last regular county business day of the last week of the pay period following the pay period in which the pay was earned. In the event the normal payday is a holiday, the preceding day shall be the payday.

3. Height Time Bonus Pay. When workers are performing work on a structure at or above the 90-foot level, where scaffolding or special safety devices are used, the wage rate for such work shall be double the straight time hourly rate.

When the aforementioned work is performed on an overtime basis or on a holiday, the rate of pay shall be triple the straight time hourly rate.

4. Reporting Time. Any employee who is scheduled to report for work and who presents himself for work as scheduled, but where work is not available for him or her, shall be excused from duty and paid at his or her regular rate for a

day's work

5. Call-In Time. Any employee called to work outside his or her regular shift shall be paid for a minimum of four (4) hours at the rate of time and one-half (1.5) except that an employee called to work within two (2) hours of the commencement of his or her scheduled shift shall be paid at the rate of one and one-half (1.5) times the employee's regular straight time rate only for the period elapsed from the commencement of the call-out to the commencement of the shift. It is the understanding of the parties that the four-hour period for a Call-In commences with the acceptance of the call-in assignment and ends four (4) hours later. Employees will only be called out and remain working for bona fide urgent and immediate operational needs. Call-in time will not be used for assigning (stacking) routine work. The employer may also assign an employee who may be subject to call-out a County vehicle, which the employee shall use solely for performing County business and for commuting to and from work. The assignment of the vehicle shall be voluntary, except that it may be made mandatory in the event of an emergency or if the public health or safety may be in jeopardy. The vehicle assignment may be rescinded at the employer's discretion. If such assignment is made, the employee shall not be charged for such vehicle.

6. Off Duty Work from Home Including Work Telephone Calls. Any employee who is required to perform work or called by the County at home or a location other than their job site for work related business during off-duty hours, and is not required to report to a work site, shall be compensated a minimum of

one (1) hour pay or the length of the call which ever is greater, plus any applicable shift differential, at the appropriate rate of pay. Multiple calls less than twenty (20) minutes between the end of the first and beginning of the second (or more) calls will be considered one (1) call. This provision does not apply to work scheduling or work site directions. The County shall provide required computers for employees who repair or maintain County automated systems from home.

7. On-Call Duty

a. Voluntary. Facilities Management may use a voluntary on-call duty pool to provide a method of rotating access to emergency call-out generated overtime. All employees who volunteer shall be allowed to take their assigned County vehicles home. Employees whose residences are more than 25 miles from his/her permanent reporting place may not be eligible to volunteer for this pool. An employee in the pool shall be designated as the primary responders and shall take all Call Outs. If call volume demands it, another employee from the pool may be called out. The designated primary responder who declines a call may be removed from the volunteer pool and shall lose the ability to take a County vehicle home. With permission of management, the employee may be reinstated to the volunteer pool. If called in to work, the volunteer employee must respond to the call and will be paid as described in Section 5. The assignment of On-Call status will be distributed equally among qualified employees who volunteer for the assignment. The division may terminate a Voluntary On-Call Duty pool by providing ten (10) days notice to the affected employees. Employees may withdraw from the voluntary pool with ten (10) days notice to

management. Employees shall be paid one (1) hour of pay at the regular straight time rate for each eight (8) hours of assigned on-call duty. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments. On call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

b. Transportation and Electronic Services management, during a bona fide emergency situation, may require employees to be on call for a specific period of time. Employees shall be paid one (1) hour of pay at the regular straight time rate for each eight (8) hours of assigned on-call duty during such. bona fide emergency situation. Employees who are assigned on-call duty for less than eight (8) hours shall be paid on a pro-rated basis at full hour increments. On call duty time shall not be counted as time worked in the computation of overtime hours. An employee shall not be on call duty once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

c. Employees in On-Call status must respond to the initial contact within one-half (1/2) hour. If the employee's presence at the work site is required, the employee must be able to report for work within one (1) hour of his or her response to the initial contact. Employees in On-Call status shall be available for call-in work assignments outside of his/her working hours, but not subject to restrictions which would prevent the employee from using the on-call

effectively for the employee's own purposes. While in On-Call status, employees are required to remain fit for call-in during non-work time, keep their assigned telecommunications equipment in operation and comply with any call-in assignment. An employee in On-Call status will be assigned a specialized County vehicle that shall be used solely for performing County business and commuting to and from work.

d. Employees who are assigned a County vehicle under Section 8 (a) may be dispatched to their home by Management from their last work assignment. Such employees will be released from duty at their designated shift termination. The final 15 minutes of the shift are designated as Clean-Up Time per Article 14,

8. 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.

a. When scheduled to work five (5) days a week:

(1) All authorized work performed in excess of eight (8) hours in any workday.

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

(3) All work performed on employee's sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) and the seventh (7th) day at double-time rate, provided the employee

has worked such overtime on the sixth (6th) day as was offered to him or her for that day.

b. When scheduled to work four (4) days a week:

(1) All authorized work performed in excess of ten (10) hours in any work day.

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

(3) All work performed on employee's fifth (5th) day shall be paid for at the rate of time and one-half (1-1/2) and the sixth (6th) and seventh (7th) days at the double-time rate, provided that the double-time rate shall be paid only when the employee has worked such overtime on the fifth (5th) day as was offered to him or her on that day. If an employee declines to work on the fifth (5th) day, the sixth (6th) day shall be paid at the rate of time and one-half (1-1/2) and the seventh (7th) day at the double-time rate.

(4) Overtime worked shall be calculated in accordance with the uniform time charging provisions of Article 14.

9. Compensatory time. Compensatory time may be accrued by agreement between the County and the employee with the following limitations. Specifically, in lieu of overtime pay, an employee may with supervisory approval elect to accrue compensatory time equivalent to the applicable overtime rate for each hour of overtime worked provided:

a. The maximum allowable accumulation of compensatory time off shall be eighty (80) hours.

b. Accrued compensatory time off shall be used at the discretion of the employee with the supervisor's consent.

c. In the event the employee terminates for any reason, accrued compensatory time shall be paid to the employee or his or her heirs.

10. Distribution.

Scheduled overtime work shall be distributed equally among qualified available employees. However, employees may volunteer for overtime work. There shall be no discrimination against any employee who declines to work overtime. Overtime work shall be voluntary except in cases where the public health, safety, and welfare may be jeopardized.

A record of overtime hours worked by or offered to each employee shall be posted on the department bulletin board each month.

11. Mileage Pay. Each employee will be assigned a permanent reporting place. Permanent reporting places may be changed with 10 days written notice to the affected employee. Whenever an employee is required to work at any location other than their permanent place of reporting, they shall be paid at the IRS tax exempt reimbursement rate for the use of their personal transportation from their permanent reporting place to and from the temporary new location. All employees shall be allowed pay from the time of reporting to their permanent reporting place, and this shall end when they return to their permanent reporting place

12. Parking. Whenever employees are required to use their private vehicle for work assignments, he or she will be reimbursed for the cost of parking pursuant to the County policy.

13. Shift Differential. In addition to the established wage rates, the County shall pay an hourly premium of seventy-five cents ((\$.75) to employees for all hours worked on shifts beginning between the hours of 12 p.m. and 7:00 p.m. For all hours worked on shifts beginning between 7:00 p.m. and 6:00 a.m., the County shall pay an hourly premium of one dollar (\$1.00) to employees for each hour worked during that period. Relief shifts will be paid one dollar (\$1.00 per hour for all hours worked.

ARTICLE 16

DISCIPLINARY ACTION

1. Employees may be subject to disciplinary action by suspension, oral or written reprimand, demotion, reduction in pay, or dismissal; provided, however, that such action shall take effect only after the appointing authority gives written notice of the action and cause to the employee and mails such notice to the Union. This notice provision shall not apply to oral or written reprimands; provided, however, that a copy of any written reprimand must be mailed to the Union on the date of issuance.

2. Any permanent, non-probationary employee who is reduced in pay, demoted, suspended, or dismissed shall have the right to appeal the action through the Grievance Procedure. The standard of review of disciplinary actions appealed under this section shall be the "in good faith for cause" standard.

3. Personnel Files.

a. An employee or his or her representative, with written consent of the employee, may inspect that employee's personnel file. Upon written request, an employee or his or her authorized representative shall be given a copy of any materials in his or her personnel file.

b. Except as provided below, an employee may request and have removed from his or her personnel file any letter of reprimand more than two (2) years old.

c. A single letter imposing discipline more severe than a letter of reprimand which is more than five (5) years old will be removed from an employee's

ARTICLE 17

SETTLEMENT OF DISPUTES

1. 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, any employee or the Union may present in writing such grievance to the employee's section or division head through the immediate supervisor within ten (10) working days of the alleged contractual violation. If, at the time of the alleged violation, the employee or his or her representative is unaware of its occurrence, a grievance may be presented in writing within ten (10) working days of the time the employee first has knowledge or should have had knowledge of its occurrence. A grievance may not be initiated concerning an event after sixty (60) days have elapsed; however, in no way is this provision to be interpreted as affecting the pursuance of grievances which are of a continuing nature (i.e., the breach continues and is not a single isolated incident). The grievance notice shall include a statement of the grievance and relevant facts, applicable provisions of the contract, and remedies sought. The supervisor shall then attempt to adjust the matter and respond, in writing, to the employee or his or her representative within ten (10) working days.

Step II: If the grievance has not been answered or resolved, it may be presented in writing by the employee or his or her representative to the department head within ten (10) working days after the response is due from the supervisor. The department head shall respond to the employee or his or her representative, in writing, within ten (10) working days.

Step III: If the grievance has not been answered or resolved at Step II, it may be presented, in writing, by the grievant to the County Chair, or his or her designee(s), within ten (10) working days after the response of the department head is

due. The County Chair, or his or her designee(s), shall respond in writing to the grievant within ten (10) working days.

County Grievances: When the County has a grievance, it may be presented in writing to the Union through the County Chair or his or her 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) days of the notification to the Union, then the County may request arbitration under Step V of this Grievance Procedure by written notice to the other party. This procedure for County grievances is not exclusive, and the County expressly retains the right to alternately proceed with any other action, including court proceedings, it may deem in its discretion to be advisable or warranted.

Step IV: If the grievance has not been answered or resolved at Step III, either party may, within ten (10) working days after the expiration of time limit specified in Step III, request arbitration by written notice to the other party.

Step V: Arbitration. After the grievance has been submitted to arbitration, the parties, or their representatives, shall jointly request the Oregon Mediation and Conciliation Service for a list of the names of seven (7) 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.

No less than five (5) days prior to the scheduled arbitration, the parties shall submit to the designated arbitrator a signed stipulation of the issue before the arbitrator. In the event the parties are unable to stipulate the issue in dispute, each party shall, not

ARTICLE 18

GENERAL PROVISIONS

1. 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, political affiliation, gender identity, source of income or familial status. It is further agreed that there will be no discrimination against the handicapped unless bona fide job related reasons exist. The Union 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.

The County and the Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the County or Union or any County or Union representative against any employee because of Union membership or any employee activity in an official capacity on behalf of the Union, or for any other cause, provided such activity or other cause does not interfere with the effectiveness and efficiency of County operations in serving and carrying out its responsibility to the public.

2. Bulletin Boards. The County agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

The Union shall limit its postings of notices and bulletins to such bulletin boards. All postings of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual doing the posting.

3. Visits by Union Representatives. The County agrees that the Business Manager or his or her Assistant, accredited representatives of the International Brotherhood of Electrical Workers, Local 48, AFL-CIO, upon reasonable and proper introduction, shall have reasonable access to the premises of the County at any time during working hours to conduct Union business.

4. Changes in Existing Conditions. The County will solicit and be receptive to the input of the Union regarding changes in existing working conditions proposed by the County, and any such changes shall not be made for arbitrary or capricious reasons.

Any unresolved dispute as to the reasonableness of a change in existing working conditions shall be resolved through the grievance procedure.

Whenever any existing conditions are changed, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days prior to becoming effective.

5. Rules.

a. All future work rules shall be subject to discussion with the Union before becoming effective.

b. The County agrees to furnish each employee in the bargaining unit with a copy of the Collective Bargaining Agreement sixty (60) days after the signing of this Agreement.

c. The County agrees to furnish each employee in the bargaining unit with a copy of all changes to work rules thirty (30) days after they become effective.

d. The County shall provide new employees a copy of the Agreement and rules at time of hire.

e. Any dispute as to the reasonableness of any new rule, or any dispute involving discrimination in the application of new or existing rules may be resolved through the grievance procedure.

6. Tool Replacement. The County agrees to replace all tools required by the employer to be furnished by employees when such tools become damaged beyond usability or are lost or stolen while on the job. A "proof of loss by theft" statement must be signed by the employee prior to recovery for theft.

7. Uniforms and Protective Clothing. If an employee is required to wear uniform, protective clothing, or any type of protective device, in the performance of his or her duties, such uniform, protective clothing, or protective device shall be furnished by the County; the cost of maintaining the uniform or protective clothing or device, including initial tailoring, shall be paid by the County, in accordance with the current practice. The County will pay the cost of cleaning required protective clothing.

8. Seniority.

a. Seniority will be determined as follows:

(1) Total length of continuous service within the affected job classification within the affected department; if a tie occurs, then

(2) Total length of continuous service within the affected Department; if a tie occurs, then

(3) Total length of continuous service within the County; if a tie occurs, then

(4) Score on the last performance evaluation awarded under the system to be developed in accordance with MCC 9.03; if no system exists, then score on original entrance examination.

(5) Time spent in an abolished classification that has a current equivalent will count towards seniority in the equivalent classification

b. In computing seniority for permanent employees, the following factors will be taken into account:

(1) Part-time work within the same classification will be counted on a pro rated hourly basis.

(2) Time spent on authorized leave without pay that exceeds thirty (30) calendar days will not count.

(3) Time spent in a trainee capacity (e.g., PEP, WIN, CETA, or other state or federally funded programs) will not be included.

(4) Time spent in classification in previous government service will be included if the employee transferred in accordance with ORS 236.610 through 236.650.

(5) Time spent on layoff will not count.

c. Seniority shall be forfeited by discharge for cause or voluntary termination.

d. On May 15 of each year, the County shall furnish to the Union sufficient copies of a seniority roster of all employees assigned to the classifications listed in Addendum A.

e. Employees may protest their seniority designation through the grievance procedure outlined in this agreement.

9. Merger and Consolidation. Prior to any merger or consolidation of any Division, Bureau, or Department by the County with any other governmental agency, the County shall notify and consult with the Union if members of the bargaining unit would be affected directly by such merger or consolidation.

10. Reduction in Force. Layoffs will be in accordance with Multnomah County Code 9.03 or its successor and the Personnel Rules pertaining thereto.

11. Contract Work.

a. 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 loss of employment by 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 such was anticipated and considered as a part of and during budget procedures.

b. If during the budget procedure contracting or subcontracting is considered, the County agrees to meet with the Union to discuss the effect of such action prior to the discussion of such proposals by the budget committee.

c. The County further agrees to meet with the Union, 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 Union agrees to assist the County in minimizing the impact on such affected employees.

12. Safety Rules. When Workers are employed on electrical work in manholes or in vaults, there shall be one or more journeymen electricians present at all times to assist the employee. Workers shall be provided with all approved safety devices. On or immediately adjacent to all energized circuits of four hundred forty (440) volts or more, two (2) or more journeymen electricians must work together, as a safety measure.

The County will furnish all safety devices necessary to comply with existing and future State and Federal safety requirements. No employee shall be disciplined for refusal to violate the Safety Codes or the laws of the State of Oregon.

13. Supremacy of Contract. To the extent allowable by law, whenever a conflict arises between this agreement and Multnomah County Code 9.03 et seq. or its successor, this Agreement shall prevail.

14. Work Assignment Vacancies. Employees shall be granted at their request preference of assignment within their classification according to their respective seniority provided they are qualified to perform the duties of the assignment. Upon appointment to a new permanent work assignment, including

transfers, the employee will serve a trial period of ninety (90) working days to demonstrate his or her ability to fulfill the requirements of the assignment. If the employee does not satisfactorily fulfill the requirements of the assignment, such employee will be returned to his or her previous work assignment. Such determination of satisfactory performance within the ninety (90) day trial period will be made by management.

15. Performance Evaluation Process

a. The County may implement and maintain performance evaluation processes involving members of the bargaining unit.

b. Employees will have the right to attach a response to any evaluations in their personnel files.

c. No evaluations or employee responses will be admissible in any disciplinary or arbitration hearing.

a. All performance evaluations shall be signed by the employee's supervisor, who shall bear ultimate responsibility for the content of the evaluation.

16. Bus Pass

A) Statement of Purpose:

For the purposes of encouraging employees to use mass transit as part of the County's ride reduction program under the Oregon Department of Environmental Quality (DEQ)'s Employee Commute Options (ECO) mandate, as well as part of the County's commitment to limiting traffic congestion and promoting clean air, effective November 1, 2001, each employee shall be eligible to receive a bus pass entirely subsidized by the County for the employee's personal use.

B) Scope of Subsidy

1. The County will provide a 100% subsidy for employee bus passes. However, the County may require that the employee pay a percentage if the County's subsidy exceeds the IRS standard for a de minimis employee benefit.

It will be the employee's responsibility to obtain the necessary Photo ID from Tri-Met. Instructions for obtaining the photo ID will be available through Employee Benefits and will be included in new hire packets.

2. This program is offered only by Tri-Met. However C-Tran will honor the Tri-Met all zone pass.

C) Procedural Requirements

The procedural requirements for obtaining the pass and verification that the pass has been used solely by the employee shall be the same as apply to exempt employees. Such requirements may change from time to time to ensure efficient and effective implementation of the program.

ARTICLE 19

STANDARDS

The County may establish reasonable job performance standards, and may, from time to time, revise them. Such standards shall be individually stated to each affected employee, in order to assure advance comprehension and understanding of performance requirements. No employee shall be subject to disciplinary action for failure to meet standards of performance unless such employee has been fully advised of such expected performance standards in advance of the work period in question.

ARTICLE 20

SAVINGS CLAUSE AND FUNDING

1. 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.

2. 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. All such wages and benefits are, therefore, contingent upon sources of revenue and annual budget approval. The County has no intention of cutting the 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 2 and County action hereunder shall not be subject to the Resolution of Disputes Procedures hereinbefore set out.

ARTICLE 21

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 rules and regulations of the Employee Services Division and by Multnomah County Code 3.10, or its successor. The County and the Union 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 Union and the County Chair or his or her designee(s) for labor relations be precluded from voluntarily entering into Memoranda of Understanding, Interpretation, or Exception concerning matters of contract administration.

ARTICLE 22
TERMINATION

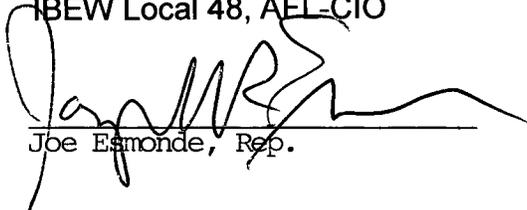
This Agreement shall be effective as of the 1st day of July 2001 and shall remain in full force and effect through the 30th day of June 2004, and shall be automatically renewed from year to year thereafter, unless either party notifies the other in writing between January 1, 2004 and March 1, 2004 that it wishes to modify the agreement for any reason. The contract shall remain in full force and effect during the period of negotiations.

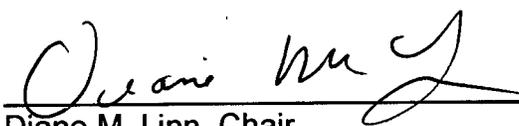
IN WITNESS WHEREOF, the Parties hereto have set their hands this 29th day of November, 2001.

FOR THE UNION:

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON:

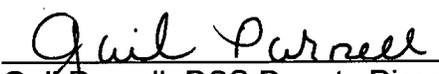

 Keith Edwards Business Manager
 IBEW Local 48, AEL-CIO

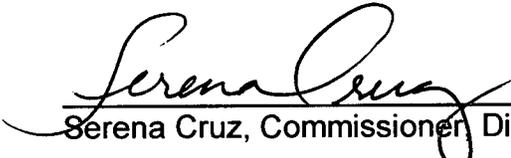

 Joe Esmonde, Rep.


 Diane M. Linn, Chair


 Maria Rojo de Steffey Commissioner District 1

NEGOTIATED BY:


 Gail Parnell, DSS Deputy Director
 Multnomah County, Oregon

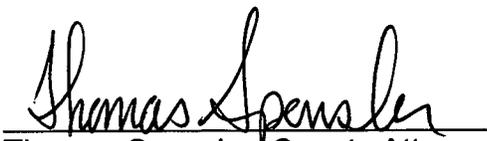

 Serena Cruz, Commissioner District 2


 Lisa Naito, Commissioner, District 3

REVIEWED:

Thomas Sponsler, County Attorney
For Multnomah County, Oregon


 Lonnie Roberts, Commissioner, District 4


 Thomas Sponsler, County Attorney

ADDENDUM A
WAGES AND CLASSIFICATIONS
ELECTRICAL WORKERS

Effective July 1, 2001

| CLASSIFICATION | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 3062 CHIEF BRIDGE ELECTRICIAN | 26.03 | 26.82 | | | | | |
| 3061 ELECTRICIAN | 24.79 | 25.54 | | | | | |
| 6143 ELECTRONIC TECHNICIAN | 24.79 | 25.54 | | | | | |
| 6142 ELECTRONIC TECH. ASS. | 17.14 | 17.65 | 18.18 | 18.72 | 19.31 | 19.88 | 20.48 |
| 6144 ELECTRONIC TECH. CHIEF | 26.96 | 27.77 | | | | | |
| 6155 ALARM TECHNICIAN | 22.50 | 23.17 | | | | | |
| 6156 ALARM TECHNICIAN ASSISTANT | 14.57 | 15.01 | 15.46 | 15.92 | | | |

ADDENDUM A-2

LEADWORKER

1. In a department where three (3) or more electricians are employed or work together without on-site supervision there will be a lead worker assigned. Assignment and selection of such lead worker shall be at the sole discretion of the County.

2. If an exempt employee is not available to perform such duties or if it is otherwise deemed by the County convenient to do so, the County may assign the functions of a licensed Supervising Electrician to employees assigned as Lead worker; PROVIDED, that such employees possess the required Supervising Electrician license.

3. Employees simultaneously assigned to perform duties as Lead worker and Supervising Electrician pursuant to section 2 above shall hereafter receive a differential for all hours worked in such simultaneous assignment equal to three percent (3%) of straight-time Electrician/Electronic Technician wages, in addition to the eight and six-tenths (8.6%) differential he or she would normally receive for serving as Lead worker.

4. If the County assigns an employee as Leadworker the lead rate shall apply to any leave with pay taken by such employee after such assignment is made but before it is terminated unless the employer announces a date certain or event (e.g. return of another leadworker from leave) on which such assignment will terminate.

ADDENDUM A-3
BENCH WORK PREMIUM FOR
ELECTRONIC TECHNICIAN ASSISTANT

Subject to the limitations set forth herein, if the employer assigns an employee classified as an Electronic Technician Assistant to perform bench work and designates such assignment as eligible for premium pay, the employee shall be paid a premium equal to fifteen percent (15%) of his or her regular base hourly rate for the duration of the designated assignment. An assignment may only be designated for premium pay if, in the supervisor's judgment, the employee has the demonstrated skills and abilities to competently perform the assignment. This precludes such designation for on-the-job training given to aid in acquisition of such skills and abilities. For purposes of this Addendum A-3, "bench work" means journeyman level troubleshooting and repair of radios, sirens, Mobil Digital Terminals units, or Closed Circuit Television equipment at the component level on circuit boards.

ADDENDUM B

MULTNOMAH COUNTY OREGON

Employee Organization Membership Dues

Payroll Deduction Authorization Plan

I, _____, having voluntarily elected to become a member of
(employee organization) _____, do hereby authorize
Multnomah County as my employer to deduct from my accrued earnings the amount of
\$_____ per month. This deduction shall be made only if my accrued earnings are
sufficient to cover the above amount after all other authorized payroll deductions have
been made. I agree to indemnify, defend, and hold the County harmless against any
claims made or suits instituted against Multnomah County as a result of this
authorization. I understand that I may withdraw this authorization at such time as I
terminate my membership in the above indicated employee organization or desire to
make other payment arrangements directly with the employee organization involved.

Signed: _____ Date: _____
Name of Employee Month Day Year

Name of Employee Organization: _____

ADDENDUM C

**COMPOSITE VERSION OF MULTNOMAH COUNTY
EXEMPT EMPLOYEE RETIREE INSURANCE POLICY**

**(EXHIBIT B OF ORDINANCE 534 AS AMENDED BY
ORDINANCES NOS. 629 & 670)**

Retiree Medical Insurance

a. For purposes of this section, a "retiree" refers to a person who retired from the County on or after the effective date of this section and, at the time of retirement, occupied a position covered by the "Exempt" compensation plan. For purposes of this section, a "member" refers to an active employee(s) in a position covered by the "Exempt" compensation plan.

b. Except as otherwise provided by this section, retirees may continue to participate in the County medical plan 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.

c. To the extent members are permitted to choose from among two (2) or more medical insurance plans, retirees shall be permitted to choose between the same plans under the same conditions and at the same time as apply to members. Retirees 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.

d. The retiree shall be responsible for promptly notifying the Benefits Manager (Employee Services Division), in writing, of any changes in the retiree's current

address and of any changes in retiree or dependent eligibility for coverage.

e. The following terms related to benefit payments, service, and age requirements shall also apply:

(i) 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:

(1) five (5) years of continuous County service immediately preceding retirement at or after age fifty-eight (58) years, or

(2) ten (10) year of continuous County service immediately preceding retirement prior to age fifty-eight (58) years, or

(3) ten (10) years of continuous County service immediately preceding retirement in the event of disability retirement.

(ii) 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-fifth (55th) 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 employee had thirty (30) years of continuous service with employers who are members of the Oregon Public Employee Retirement System and twenty (20) or more years of continuous County service immediately preceding retirement.

f. Actual application for Medicare shall not be required for a finding that a retiree is "eligible for Medicare" under Subsection e of this section.

g. Part-time service in a regular budgeted position shall be prorated

for purposes of the service requirements under Subsection e of this section. (For example, twenty (20) hours per week for two (2) months would equal one (1) month toward the applicable service requirement.)

h. 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 directed PERS to regularly deduct his or her portion of the monthly premium from his or her pension check and remit the proceeds to the County's collection agent, or if it is received by the County's collection agent each month at least thirty (30) days prior to the month for which the resulting coverage will apply. The Employee Services Division shall inform the retiree at the time he or she signs up for continued medical insurance coverage of the identity and address of the County's collection agent and shall thereafter inform the retiree of any change in collection agent at least forty-five (45) days prior to the effective date of such change.

i. In the event County medical insurance premium payments on behalf of retirees or their dependents are made subject to state or federal taxation, any additional costs to the County 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 outlay by an amount equivalent to ten percent (10%) of aggregate monthly retiree premium, the County's contribution shall be reduced to forty percent (40%) of premium so that net County costs will remain unchanged).

j. The parties 1998 – 2001 Agreement provided for an alternative Retiree Medical Insurance benefit as follows:

5. Retirees. Employees who retire from the County shall be eligible to participate in the County's retiree medical insurance program subject to the same terms, conditions, and

limitations as applied to Exempt County employees at the time this Contract is executed, pursuant to Ordinance Nos. 629 and 670, set forth in Addendum C, attached hereto and by this reference incorporated herein. However, employees hired before July 1, 1992 who retire from the County with ten (10) or more years of continuous service may, in lieu of coverage under the terms of the foregoing retiree insurance provisions, elect an alternate retiree insurance benefit whereby the employer will pay 100 percent of the premium for the employee and his or her eligible dependents from age sixty (60) or date of retirement, whichever is later, until the employee is eligible for Medicare. The election to participate in this alternative program must be made in writing, signed by the employee, and received by the Director of the County's Employee Services Division not later than June 30, 1999. An employee who elects the alternate program and who retires from the County early with ten (10) or more years continuous service may receive the employer-paid benefit beginning at age sixty (60) provided the employee continuously participates in the County's medical plan by timely payment of the full premium due from the date of retirement until age sixty (60). After such employee reaches age sixty-five (65), he or she may continue to continuously participate in the County's medical plan by timely payment of the monthly premium.

If the union elects to require out of pocket medical contributions by payroll deduction pursuant to section 3 of this Article, the employer contribution toward eligible retirees' insurance shall be 100% of the contribution it makes for an active employee on the same plan and participation level, rather than 100% of the premium, for employees hired prior to July 1, 1992 who timely elect the above-referenced alternative plan, or 50% of the contribution the employer makes for an active employee on the same plan and participation level, rather than 50% of the premium, for employees on the plan set out in Addendum C.

The following employees elected this option and are eligible to participate in this benefit:

1. Foltz, Michael
2. Herrick, Roger
3. How, Henry
4. Saltzman, Larry
5. Sepich, Anthony
6. Skinner, Larry

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. and 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;

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

ADDENDUM E
STATEMENT OF TERMINATION OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, (name of employee) _____, affirm that the Affidavit of Marriage/Domestic Partnership attested to and signed by me on (date of affidavit) shall be and is terminated as of this date. Termination is due to:

- Dissolution of marriage
- Termination of domestic partnership
- Death of spouse/domestic partner

I understand that I cannot file a Statement of Marriage of Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Employee Services Division.

Employee's Signature : _____ Date: _____

Received by: _____ Date: _____
Human Resources, Benefits Representative

ADDENDUM F
DRUG AND ALCOHOL POLICY

I. Drug Free Workplace Act

Multnomah County, in keeping with the provisions of the federal Drug Free Workplace Act of 1988, is committed to establishing and maintaining a work place, which is free of alcohol and drugs and free of the effects of prohibited alcohol and drug use.

II. Holders of Commercial Drivers Licenses

While references to rules governing holders of Commercial Drivers Licenses (CDLs) are included below, they are not comprehensive. CDL holders are responsible for complying with all laws, work rules, or County procedures pertaining to them, in addition to the requirements of this addendum.

III. Alcohol and Drug Policy Work Rules and Discipline

A. Conduct Warranting Discipline

1. While on duty, or on County premises, or operating County vehicles employees shall obey the work rules listed in "Section B" below. As with all work rules, violations may result in discipline per the provisions of Article 17, Disciplinary Action.

2. Employees will not be subject to discipline for seeking treatment for alcohol or drug dependency. However, employees will be held fully accountable for their behavior. Seeking treatment will not mitigate discipline for rule violations or other unacceptable conduct caused by such dependency.

B. Work Rules

1. Possession, consumption, and distribution of alcohol and drugs while on duty

Employees shall:

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell alcohol or alcohol containers in or to the work place except when lawfully required as part of the job. An exception will be sealed alcohol containers for gift purposes; supervisors must be notified when such containers are brought to the

work place. The "work place" includes vehicles parked on County property.

- Not possess, consume, manufacture, distribute, cause to be brought, dispense, or sell illegal drugs or drug paraphernalia, in or to the work place except when lawfully required as part of the job.
- Not distribute, dispense or sell prescription medications except when lawfully required as part of the job.
- Not possess or consume prescription medications without a valid prescription.

2. Possession, consumption, and distribution of alcohol and drugs while off duty on County premises

Employees shall:

- Not use, possess, or distribute illegal drugs.
- Not use or distribute alcohol without authorization.

3. Fitness for duty

Employees shall:

- Not report for duty while "under the influence" of alcohol or drugs. An individual is considered to be "under the influence" of alcohol if a breathalyzer test indicates the presence of alcohol at or above the .04% level. An individual is considered to be "under the influence" of drugs when testing indicates the presence of controlled substances at or above the levels applying to CDL holders.

- Not render themselves unfit to fully perform work duties because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications.

- Comply with legally mandated occupational requirements, whether or not they are specifically included in this policy. For example, by law holders of Commercial Drivers Licenses (CDL's) may not perform safety sensitive functions, such as driving, at or above the .02% level.

- Not be absent from work because of the use of alcohol or illegal drugs, or because of the abuse of prescription or non-prescription medications, except when absent to participate in a bona fide assessment and rehabilitation program while on FMLA leave.

- Inform themselves of the effects of any prescription or non-prescription medications by obtaining information from health care providers, pharmacists, medication packages and brochures, or other authoritative sources in advance of performing work duties.

- Notify their supervisors in advance when their use of prescription or non-prescription medications may impair the employee's ability to perform the essential functions of their position that will result in a direct threat to others. Such employees include, but are not limited to, sworn officers, holders of a Commercial Driver's License, and those handling hazardous equipment or materials. Employees who drive a motor vehicle as part of their job, whether a County vehicle or their personal vehicle, should report when they are taking any medication that may impair their ability to drive.

4. Cooperation with Policy Administration

Employees shall:

- Not interfere with the administration of this Drug Policy. Examples include, but are not limited to, the following: tainting, tampering, or substitution of urine samples; falsifying information regarding the use of prescribed medications or controlled substances; or failure to cooperate with any tests outlined in this policy to determine the presence of drugs or alcohol.

- Provide within twenty four (24) hours of request a current valid prescription in the employee's name for any drug or medication which the employee alleges gave rise to reasonable suspicion of being under the influence of alcohol or drugs.

- Respond fully and accurately to inquiries from the County's Medical Review Officer (MRO); authorize MRO contact with treating health care providers upon request.

- Complete any assessments or treatment programs required under this Policy.

- Sign a waiver upon request authorizing treatment providers to disclose confidential information necessary to verify successful completion of any assessment or treatment program required under this Policy.

- Disclose promptly (upon the next working day) and fully to his/her supervisor:

- i. All drug or alcohol-related arrests, citations, convictions, guilty pleas, no contest pleas or diversions which resulted from conduct which occurred while he or she was on duty, on County property, or in a County vehicle; or

- ii. Any other violation of laws regulating use of alcohol and controlled substances which adversely affects an employee's ability to perform major job functions, specifically to include loss or limitation of driving privileges when the employee's job is identified as requiring a valid license.

C. Levels of Discipline

1. The level of discipline imposed on non-probationary employees for violation of the Alcohol and Drug Policy Work Rules above or other violations resulting from the use of alcohol or drugs will be according to the provisions of Article 17, Disciplinary Action.

2. Employees will be held fully accountable for their behavior. Use of alcohol or drugs, or alcohol or drug dependency, will not mitigate the discipline imposed for rule violations, misconduct, or poor performance except as specifically provided in the section on last chance agreements below.

3. The Parties acknowledge that, all other things being equal, certain duties imply a higher standard of accountability for compliance with the requirements of this policy than others. These duties include, but are not limited to, the following:

- carrying firearms
- work in the criminal justice system
- responsibility for public safety or the safety of co-workers
- handling narcotics or other controlled substances
- handling hazardous equipment or materials
- influencing the behavior of minors
- holding a Commercial Drivers License

4. In instances in which the County determines that an employee's conduct warrants termination, and the employee is diagnosed as having a chemical

dependency by a Substance Abuse Professional (SAP) as provided for in "Section D" below, the County may offer the employee continued employment under the terms of a last chance agreement, an example of which is included as an attachment to this addendum.

a. Any Last Chance Agreement will include but not be limited to the following:

i. the requirement that the employee enroll, participate in, and successfully complete a treatment program as recommended by the Substance Abuse Professional;

ii. the right for the County to administer any number of unannounced follow up drug or alcohol tests at any time during the work day for a period of two (2) years from completion of any required treatment or education program;

iii. the signatures of the employee's supervisor, the employee, and the employee's Union representative.

b. The offer of a Last Chance Agreement will not set precedent for the discipline of other employees in the future. Any discipline incorporated in a Last Chance Agreement may not be grieved under the provisions of Article 18, Grievance Procedure.

D. Mandatory Assessment and Treatment

1. Employees who are disciplined for conduct which is related to the use of alcohol or drugs may be required to undergo assessment and to complete a program of education and/or treatment prescribed by a Substance Abuse Professional selected by the County. Employees who test positive for alcohol or controlled substances will be required to undergo assessment at the earliest opportunity, regardless of whether disciplinary action has been taken.

2. The County will verify employees' attendance, and that the assessment and treatment have been completed. This verification and any other information concerning alcohol and drug dependency will be treated as confidential medical information per applicable state and federal law and County Administrative Procedures.

3. Policy on the use of leave for assessment and treatment will be the

same as for any other illness.

E. Return to Work Testing

Employees who test positive for being “under the influence” of drugs may be required to test negative before returning to work. *(Note that Federal law requires CDL holders performing safety sensitive functions to undergo return to work testing after a positive alcohol or drug test.)*

IV. Testing

A. Basis for Testing

1. All employees may be tested:
 - a. based on reasonable suspicion of being “under the influence” of alcohol or prohibited drugs;
 - b. before returning to work after testing positive for being “under the influence” of alcohol or drugs;
 - c. as part of a program of unannounced follow-up testing provided for in a Last Chance Agreement.
2. An employee applying for a different County position will be subject to testing on the same basis, and using the same procedures and methods, as outside applicants.
3. Holders of Commercial Drivers Licenses shall be subject to the testing requirements of federal law, in addition to the requirements herein which apply to all employees. For example, unlike other employees, CDL holders will be subject to legally required random testing and testing following certain kinds of accidents.

B. Establishing Reasonable Suspicion

1. **Definition**
 - a. “Reasonable suspicion” is a set of objective and specific observations or facts which lead a supervisor to suspect that an employee is under the influence of drugs, controlled substances, or alcohol. Examples include, but are not limited to: slurred speech, alcohol on the breath, loss of balance or coordination, dilated or constricted pupils, apparent hallucinations, high absenteeism or a persistent pattern of unexplained absenteeism, erratic work performance, persistent poor judgment, difficulty concentrating, theft from office or from other persons, unexplained absences

during office hours, or employee's admission of use of prohibited substances.

b. Lead workers who oversee day-to-day work activities are "supervisors" for the purposes of establishing reasonable suspicion and directing employees to be tested on that basis. This provision applies to lead workers who supervise or act as lead workers as part of their job description, (such as Corrections Records Supervisors and Maintenance Crew Leaders), as well as to those who receive premium pay under Addendum B, Lead Worker Assignment and Pay.

2. Supervisory training

The County will provide training to all supervisors on establishing reasonable suspicion and the nature of alcohol and drug dependency. Supervisors who have not been trained will not have the authority to direct employees to be tested on the basis of reasonable suspicion of being under the influence.

3. Additional precautions

Application of the "Reasonable Suspicion" standard to any employee in this bargaining unit shall include the following additional precautions:

a. The supervisor shall articulate orally a summary of the specific facts which form the basis for believing that the employee is under the influence of drugs or alcohol; and

b. The supervisor shall provide upon request within forty eight (48) hours of the oral determination of "reasonable suspicion" a written specification of the grounds for reasonable suspicion; and

c. Except in field or shift circumstances which render contact difficult, no supervisor shall refer an employee for a drug or alcohol test based on "reasonable suspicion" unless the supervisor has consulted with another supervisor or managerial person regarding the grounds for the suspicion.

C. Testing Methodology

1. Testing procedures for all employees will be governed by the same standards as apply to CDL drivers under federal law. These standards include, but are not limited to, those governing sample acquisition, the chain of custody, laboratory selection, testing methods and procedures, and verification of test results.

2. In accordance with CDL standards, the County will contract with a

medical doctor trained in toxicology to act as an MRO (Medical Review Officer). He or she will review preliminary positive test results 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 test result to negative. The County will not be able to distinguish a test result that is negative by MRO intervention from any other negative result.

3. In addition to compliance with federal guidelines, the following safeguards will also be applied:

a. Test results will be issued by the MRO or 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 working days of receipt of results by the County.

b. If an employee disagrees with the results of the alcohol or drug test, the employee may request, in writing within five (5) days of receipt of test results, that the sample be re-tested at the employee's expense by the testing laboratory. The result of any such retest will be deemed final and binding and not subject to any further test. Failure to make a 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 the re-testing.

c. Test reports are medical records, and will be handled according to applicable state and federal law and County Administrative Procedures which insure the confidentiality of such records.

V. Definitions

A. Alcohol:

Ethyl alcohol and all beverages or liquids containing ethyl alcohol. Levels of alcohol present in the body will be measured using a breathalyzer test.

B. Controlled Substance:

All forms of narcotics, depressants, stimulants, analgesics, hallucinogens, and cannabis, as classified in Schedules I-V under the Federal Controlled Substances Act (21 USC § 811-812) as modified under ORS 475.035, whose sale, purchase, transfer, use, or possession is prohibited or restricted by law.

C. County:

Multnomah County, Oregon.

D. Drug Paraphernalia:

Drug paraphernalia means any and all equipment, products, and materials of any kind, as more particularly defined in ORS 475.525(2), which are or can be used in connection with the production, delivery, or use of a controlled substance as that term is defined by ORS 475.005.

E. Drug Test:

A laboratory analysis of a urine sample to determine the presence of certain prohibited drugs or their metabolites in the body.

F. Drugs:

Controlled substances, designer drugs (drug substances not approved for medical or other use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration), and/or over-the-counter preparations available without a prescription from a medical doctor that are capable of impairing an employee's mental or physical ability to safely, efficiently, and accurately perform work duties.

G. Medical Review Officer (MRO):

A medical doctor trained in toxicology who contracts with employers primarily to review positive preliminary drug test results with employees. The MRO determines whether or not the results are likely to have been caused by factors other than drug abuse.

H. On Duty:

The period of time during which an employee is engaged in activities which are compensable as work performed on behalf of the County, or the period of time before or after work when an employee is wearing a uniform, badge, or other insignia provided by the County, or operating a vehicle or equipment which identifies Multnomah County.

I. Prescription Medication:

A medication for which an employee is required by law to have a valid, current prescription.

J. Reasonable Suspicion of Being Under the Influence of Drugs or

Alcohol:

See "Section IV. B. 1. a" above.

K. Substance Abuse Professional (SAP):

A licensed physician, or licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance-related disorders.

L. Under the Influence of Alcohol:

See "Section III. B. 3" above.

M. Under the Influence of Drugs:

See "Section II. B. 2" above.

LAST CHANCE AGREEMENT

The following agreement is entered into between The Employer and The Employee. Failure on the part of the employee to meet the expectations below will result in the termination of his or her employment.

1. I agree to be evaluated by a qualified alcohol/substance abuse counselor, and if required, I shall immediately enroll and continue in a bona fide alcohol/drug inpatient or outpatient rehabilitation program approved by the Employer. I fully understand that should I fail to complete either the inpatient or outpatient program, my employment with The Employer will be terminated.
2. I agree to comply with and complete the conditions of my "Aftercare Plan" as recommended by my treatment counselor. If I must be absent from my aftercare session, I must notify the employer. The Employer has my permission to verify my attendance at required meetings. If I do not continue in the aftercare program, I understand that my employment will be terminated.
3. I understand that the signing of this agreement shall allow the Employer the right

to communicate with my physician and/or counselors regarding my status and progress of rehabilitation and aftercare.

4. I agree to submit to periodic, unannounced, unscheduled drug or alcohol testing (urinalysis or breath test) by the Employer for a period of 24 months from the date I return to work. (This time period will increase accordingly if I am absent from work, for any reason, for a cumulative period of one month or more.) I understand that if I refuse to take a drug test or if the test is positive, my employment will be terminated.
5. I agree to return to work upon successful completion of the alcohol/drug rehabilitation program.
6. It is understood that this agreement constitutes a final warning.
7. I understand the Employee Assistance Program is available to me should personal problems arise in the future that may have an effect on my ability to remain in compliance with the Drug and Alcohol Policy and/or this agreement.
8. I realize that violation of the Drug and Alcohol Rules and/or policies at any time in the future is cause for termination.
9. I realize that my employment will be terminated if I fail to meet the expectations outlined in this Agreement and the letter attached.

Disciplinary Action

I understand that the disciplinary action imposed in the attached letter may not be grieved under the grievance procedure in the Local 88 contract.

Personal Commitment

I pledge and agree to abide by the terms of this agreement. I understand that a

violation of or noncompliance with any of these terms will result in my being terminated. Further, I pledge to remain free of all illegal drugs and also not to abuse legal drugs (including alcohol). I hereby consent to the County's contacting any treatment or health care provider who may have information on my alcohol or drug dependency condition and/or compliance with the terms of this agreement and authorize the provider to furnish such information to the County.

I understand the terms and conditions of this letter. I also understand that, except as expressly stated in this agreement, my terms and conditions of employment will be determined by the County's policies and rules, and that this agreement does not guarantee me employment for any set period of time. I have had sufficient time to study it away from the work place and to consult anyone I desire about it. I sign it free of any duress or coercion. This letter will become part of my personnel file.

(Employee) (Date)

(Managerial Employee With (Date)
Disciplinary Authority)**

(Labor Representative) (Date)

(Employee's Immediate Supervisor***) (Date)

(Multnomah County (Date)
Labor Relations, if applicable*)

Footnotes:

- * Necessary only if terms of the Labor Agreement are waived or excepted.
- ** Always necessary.
- *** Optional in cases in which immediate supervisor does not have termination authority.

INDEX

A:

| | |
|--|----|
| Accrual, Vacation Leave | 13 |
| Accrual, Sick Leave | 15 |
| Addendum A, Wages and Classifications, Electrical Workers | 75 |
| Addendum A-2, Leadworker | 76 |
| Addendum A-3, Bench Work Premium For Electronic Technician Assistant | 77 |
| Addendum B, Employee Organization Membership Dues | 78 |
| Addendum C, Composite Version of Multnomah County Exempt Employee Retiree Insurance Policy | 79 |
| Addendum D, Affidavit of Marriage or Domestic Partnership, Multnomah County | 83 |
| Addendum E, Statement of Termination of Marriage Or Domestic Partnership | 86 |
| Addendum F, Drug and Alcohol Policy | 87 |

B:

| | |
|--|----|
| Bench Work Premium For Electronic Technician Assistant, Addendum A-3 | 77 |
| Bereavement Leave | 16 |

C:

| | |
|--|----|
| Call-In Time, Wages | 49 |
| Cause, Definition | 2 |
| Changes In Existing Conditions, General Provisions | 63 |
| Clean-Up Time, Hours of Work | 45 |
| Continuous Service, Definition | 2 |
| Contract Work, General Provisions | 66 |

D:

| | |
|---|----|
| Definition, Cause | 2 |
| Definition, Continuous Service | 2 |
| Definition, Permanent Employee | 3 |
| Definition, Probationary Employee | 3 |
| Definition, Promotional Probationary Employee | 3 |
| Definition, Supervisory Employee | 2 |
| Definition, Temporary Employee | 4 |
| Disability Insurance, Short Term | 16 |
| Disciplinary Actions | 56 |
| Disciplinary Actions, Personnel Files | 56 |
| Disciplinary Actions, Right of Permanent Non-Probationary Employees | 56 |
| Disciplinary Actions, Types of Disciplinary Actions | 56 |
| Distribution, Wages | 54 |
| Drug and Alcohol Policy, Addendum F | 88 |

E:
Educational Leave 19
Educational Reimbursement 20
Eligible Dependents 32
Employee Organization Membership Dues, Addendum B 78
Entire Agreement 72

F:
Funding, Savings Clause and Funding 71

G:
General Provisions 62
General Provisions, Bulletin Boards 62
General Provisions, Bus Pass 68
General Provisions, Changes In Existing Conditions 63
General Provisions, Contract Work 66
General Provisions, Merger and Consolidation 66
General Provisions, No Discrimination 56
General Provisions, Performance Evaluation Process 68
General Provisions, Reduction In Force 66
General Provisions, Rules 63
General Provisions, Safety Rules 67
General Provisions, Seniority 64
General Provisions, Supremacy of Contract 67
General Provisions, Tool Replacement 64
General Provisions, Uniforms and Protective Clothing 64
General Provisions, Visits By Union Representatives 63
General Provisions, Work Assignment Vacancies 67
Grievance Procedures, Settlement of Disputes 58

H:
Health and Welfare 22
Health and Welfare, EBB 22
Health and Welfare, Default Enrollment 32
Health and Welfare, Eligible Dependents 29
Health and Welfare, Medical & Dental Insurance 22
Health and Welfare, Part Time Employees 31
Health and Welfare, Retirees 31
Health and Welfare, When Benefits Coverage Begins and Ends 34
Holiday Pay 11
Holiday During Leave 11
Holiday Work 11
Holidays 10
Holidays, Observance 11
Hours of Work 43
Hours of Work, Clean-Up Time 45

| | |
|--|----|
| Hours of Work, Meal Periods | 45 |
| Hours of Work, Reduced Work Week | 44 |
| Hours of Work, Rest Periods | 44 |
| Hours of Work, Uniform Time Charging Provisions | 45 |
| Hours of Work, Work Day | 43 |
| Hours of Work, Work Schedules | 44 |
| Hours of Work, Work Week | 43 |
| | |
| <u>I</u> : | |
| Incentive Conversion, Sick Leave | 15 |
| | |
| <u>J</u> : | |
| Jury Duty, Other Leaves | 18 |
| | |
| <u>L</u> : | |
| Last Chance Agreement | 95 |
| Leadworker, Addendum A-2 | 76 |
| Leave of Absence, Other Leaves | 18 |
| | |
| <u>M</u> : | |
| Management Rights | 6 |
| Multnomah County Affidavit of Marriage Or Domestic Partnership, Appendix D | 83 |
| | |
| <u>N</u> : | |
| No Discrimination, General Provisions | 62 |
| No Strike | 9 |
| | |
| <u>O</u> : | |
| Other Leaves, Educational | 19 |
| Other Leaves, Jury Duty | 17 |
| Other Leaves, Military | 20 |
| Other Leaves, Parental | 21 |
| Other Leaves, Reimbursement, Educational | 20 |
| Other Leaves, Union Business | 19 |
| Other Leaves, Voting Time | 18 |
| Overtime, Wages | 52 |
| | |
| <u>P</u> : | |
| Parental Leave | 19 |
| Parking, Wages | 54 |
| Pay Period, Wages | 48 |
| Pensions | 39 |
| PERS | 39 |
| PERS "Pick-Up" and "Pick-Up" Under IRC Section 414(H)(2) | 39 |
| Personnel Files, Disciplinary Actions | 56 |
| Preamble | 1 |

| | |
|--|----|
| <u>R:</u> | |
| Recognition | 5 |
| Reduced Work Week, Hours of Work | 44 |
| Reduction In Force, General Provisions | 66 |
| Reimbursement, Educational | 20 |
| Reporting Time, Wages | 49 |
| Reporting of Sick Leave | 16 |
| Retiree Medical Insurance | 31 |
| Rest Periods, Hours of Work | 44 |
| Retirees, Health and Welfare | 31 |
| Rights of Permanent Non-Probationary Employees, Disciplinary Actions | 56 |
| Rules, General Provisions | 63 |
| | |
| <u>S:</u> | |
| Safety Rules, General Provisions | 67 |
| Savings Clause and Funding | 71 |
| Seniority, General Provisions | 64 |
| Settlement of Disputes | 58 |
| Settlement of Disputes, Grievance Procedure | 58 |
| Settlement of Disputes, Stewards and The Processing of Grievances | 60 |
| Shift Differential, Wages | 54 |
| Sick Leave, Accrual | 15 |
| Sick Leave, Incentive Conversion | 15 |
| Sick Leave, Reporting | 16 |
| Signature Page | 74 |
| Standards | 70 |
| Statement of Termination of Marriage Or Domestic Partnership, Appendix E | 85 |
| Supremacy of Contract | 67 |
| | |
| <u>T:</u> | |
| Termination | 73 |
| Termination Or Death, Vacation Leave | 14 |
| Tool Replacement, General Provisions | 64 |
| Types of Disciplinary Actions, Disciplinary Actions | 56 |
| | |
| <u>U:</u> | |
| Uniforms and Protective Clothing, General Provisions | 64 |
| Uniform Time Charging Provisions, Hours of Work | 45 |
| Union Business, Leave | 19 |
| Union Security and Check Off | 7 |
| | |
| <u>V:</u> | |
| Vacation Accrual, Vacation Leave | 13 |
| Vacation Leave, Accrual | 13 |
| Vacation Leave, Termination Or Death | 14 |

| | |
|---|----|
| Vacation Times | 13 |
| Visits By Union Representatives, General Provisions | 63 |
| Voting Time, Leave | 18 |
| | |
| <u>W:</u> | |
| Wages | 47 |
| Wages and Classification Schedule | 47 |
| Wages and Classifications, Electrical Workers, Addendum A | 75 |
| Wages, Call-In Time | 49 |
| Wages, Distribution | 54 |
| Wages, Height Time Bonus Pay | 48 |
| Wages, Mileage Pay | 54 |
| Wages, Overtime | 52 |
| Wages, Parking | 54 |
| Wages, Pay Period | 48 |
| Wages, Reporting Time | 49 |
| Wages, Shift Differential | 54 |
| Wages, On-Call Duty | 50 |
| Work Assignments Vacancies, General Provisions | 67 |
| Work Day, Hours of Work | 43 |
| Work Schedules, Hours of Work | 44 |
| Work Week, Hours of Work | 43 |

MEETING DATE: November 29, 2001
AGENDA NO: R-7
ESTIMATED START TIME: 10:10 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Resolution Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: 5 minutes

DEPARTMENT: DSS **DIVISION:** Human Resources Operations

CONTACT: Gail Parnell **TELEPHONE #:** (503) 988-5135, ext 22595
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Gail Parnell

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

RESOLUTION Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092

11/30/01 Copies to Gail Parnell, Kathleen Fuller Poe,
JULY SCAZZAFARO & Dept Director Sertesules, Delma
Farrell,
SIGNATURES REQUIRED: Trison Harris,
BARBARA DISCIASCO

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson/Gail Parnell

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email
deborah.l.bogstad@co.multnomah.or.us

BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
01 NOV 21 PM 6:54



Department of Support Services
MULTNOMAH COUNTY OREGON

Human Resources/Labor Relations Division
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-5135 phone
(503) 988-5670 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Cecilia Johnson, Director

DATE: November 20, 2001

RE: Resolution Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092

1. Recommendation/Action Requested:
Approval of this Resolution.
2. Background/Analysis:

The County Board of Commissioners approved three changes to the holiday calendar for all represented employees: increasing eve leave to 8 hours to be used between Thanksgiving and New Year's, allowing employees to use eve leave for any religious holiday, and allowing employees to trade Christmas Day, subject to supervisory approval, for any other religious holiday. This Resolution extends these changes to non-represented employees. Non-represented employees in the Sheriff's Office would receive an additional half-day of personal holiday time. The Sheriff's Office receives an equivalent number of personal holidays annually rather than getting specific days off.

3. Financial Impact:

This is a part of the total personnel cost increases budgeted for non-represented employees for FY '02.

4. Legal Issues:
None.

5. Controversial Issues:
None.
6. Link to Current County Policies:
Provides for consistent treatment of all employee groups eligible for benefits. Make changes to the holiday calendar supportive of the County's diversity policy.
7. Citizen Participation:
N/A
8. Other Government Participation:
N/A

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO.

Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092.

The Multnomah County Board of Commissioners Finds:

- a. The County has executive, management and confidential employees not covered by collective bargaining agreements.
- b. The Board adopted compensation policy is found in MCC 9.202.
- c. The Chair is responsible for developing and presenting annual compensation plan adjustment recommendations to the Board, including changes to the benefits program.
- d. The County will provide health insurance benefits as approved by the Employee Benefits Board for executive, management and confidential employees, and elected officials.
- e. The County will continue other current benefits for executive, management and confidential employees and elected officials.

The Multnomah County Board of Commissioners Resolves:

Section 1. Definitions.

(A) Full-time Employee means an employee regularly scheduled to work at least 32 hours per week (0.8 FTE), or an employee regularly scheduled to work at least 30 hours per week (0.75 FTE), if on a 10-hour per day schedule.

(B) Part-time Employee means an employee regularly scheduled to work at least 20 hours per week (0.5 FTE), but less than full-time.

Section 2. Benefits for Executive and Management Employees.

Full-time and part-time executive and management employees receive benefits as provided in the compensation plan, including benefits established by executive rule as part of the compensation plan, and this resolution.

Section 3. Paid Holidays.

(A) Holidays

- (1) Any day declared a holiday by the Board of County Commissioners
- (2) New Year's Day (January 1)

- (3) Dr. Rev. Martin Luther King, Jr.'s birthday (third Monday in January)
- (4) President's Day (third Monday in February)
- (5) Memorial Day (last Monday in May)
- (6) Independence Day (July 4)
- (7) Labor Day (first Monday in September)
- (8) Veteran's Day (November 11); except Library employees
- (9) Thanksgiving Day (fourth Thursday in November)

(10) Eight hours to be used between Thanksgiving and New Year's, or for any religious holiday during the fiscal year, except Library employees must use this time on December 24th. The eight-hours will be prorated for part-time employees based on their normal FTE.

(11) Christmas Day (December 25) or, with supervisory approval, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for or works on Dec. 25.

(B) Instead of the holidays listed above, Sheriff's Office employees receive 12 personal holidays per year on each July 1 that may be used at the discretion of the employee with the consent of the appointing manager.

Section 4. Disability.

Each executive and management employee will enroll in County-paid short-term and long-term disability programs. The plan documents will establish specific terms and conditions for these programs.

Section 5. Health & Life Insurance; Flexible Spending Accounts.

(A) Medical, Vision and Dental Insurance

(1) Premium Payments. The County pays the monthly premiums for medical, vision and dental benefits for full-time executive and management employees and employees' eligible dependents as approved by the Employee Benefits Board. Employees may pay premium contributions toward county medical and dental with pre-tax dollars through payroll deduction according to guidelines for premium conversion in the Internal Revenue Code Section 125.

(2) Coverage. Coverage is provided for employees and their immediate families, i.e., spouses and eligible dependent children. Any child whose medical/dental coverage must be paid by court order is an "eligible dependent child" for purposes of

coverage. In lieu of spouse coverage an employee may enroll a domestic partner and the partner's eligible dependents. This coverage is subject to the selected health insurance plan document and executive rules concerning marriage and domestic partnership.

(B) Flexible Spending Accounts.

Executive and management employees may participate in medical expense flexible spending accounts and dependent care flexible spending accounts under Internal Revenue Service Code Section 125. The flexible spending accounts are fully described in Section 125 plan documents.

(C) Life Insurance.

(1) The County insures each executive and management employee, at no charge, under a term life insurance policy for the employee's base annual salary, up to a maximum of \$50,000.

(2) The County insures each executive and management employee retiree who has at least 10 years of County service, at no charge, under a \$2,000 term life insurance policy during the period the retiree receives pension benefits.

(3) The County may provide executive and management employees the option of purchasing supplemental term life.

(D) Terms and Conditions.

Specific terms and conditions of insurance programs are controlled by the plan documents and by executive rules established by the Chair.

Section 6. Bus Pass Program.

The County contributes to the monthly cost of Tri-Met or C-Tran public bus passes used for employees commuting to and from work. The monthly dollar amount contributed will not exceed the maximum non-taxable amount allowed by IRS regulations.

Section 7. Pensions.

(A) This resolution does not affect benefits of Library executive and management employees under the Library Association of Portland pension plan.

(B) Executive and management employees are eligible to participate in the Oregon Public Employees Retirement System (PERS).

(C) In addition to salaries paid to executive and management employees and in lieu of employee contributions to PERS, the County assumes or "picks up" the uniform six percent of salary contribution as permitted by state law.

(D) The full amount of contributions "picked up" is considered salary only for computing an employee member's final average salary under state law.

(E) The full amount of contributions "picked up" is added to employees' individual account balances for their annuities and is considered employee contributions for all other purposes of state law.

Section 8. Benefits for Less than Part-time, Temporary, and Confidential.

(A) Executive and management employees who are regularly scheduled to work less than 20 hours per week or .5 FTE receive only the employee benefits required by state or federal law.

(B) Temporary appointees to executive and management positions who are regularly scheduled to work 20 or more hours per week or at least .5 FTE receive all employee benefits. No other temporary worker or on-call employee receives benefits.

(C) Confidential employees receive the benefits provided for equivalent positions subject to collective bargaining agreements.

Section 9. Benefits for Elected Officials

Elected Officials receive the following benefits as provided for executive employees: Health & Life Insurance; Flexible Spending (Section 5(A), (B) (C)1 and 3, and (D)); Deferred Compensation Program; Bus Pass Program (Section 6); Pensions (Section 7); and Workers' Compensation and Supplemental Benefits.

Section 10. This resolution takes effect and Resolution No. 01-092 is repealed on November 22, 2001.

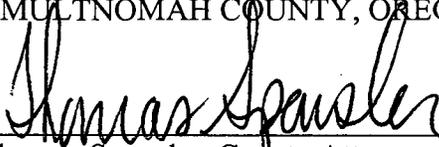
ADOPTED this 29th day of 2001.

BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By  _____
Thomas Sponsler, County Attorney

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

RESOLUTION NO. 01-156

Relating to Benefits for Employees Not Covered by Collective Bargaining Agreements and Repealing Resolution No. 01-092.

The Multnomah County Board of Commissioners Finds:

- a. The County has executive, management and confidential employees not covered by collective bargaining agreements.
- b. The Board adopted compensation policy is found in MCC 9.202.
- c. The Chair is responsible for developing and presenting annual compensation plan adjustment recommendations to the Board, including changes to the benefits program.
- d. The County will provide health insurance benefits as approved by the Employee Benefits Board for executive, management and confidential employees, and elected officials.
- e. The County will continue other current benefits for executive, management and confidential employees and elected officials.

The Multnomah County Board of Commissioners Resolves:

Section 1. Definitions.

(A) Full-time Employee means an employee regularly scheduled to work at least 32 hours per week (0.8 FTE), or an employee regularly scheduled to work at least 30 hours per week (0.75 FTE), if on a 10-hour per day schedule.

(B) Part-time Employee means an employee regularly scheduled to work at least 20 hours per week (0.5 FTE), but less than full-time.

Section 2. Benefits for Executive and Management Employees.

Full-time and part-time executive and management employees receive benefits as provided in the compensation plan, including benefits established by executive rule as part of the compensation plan, and this resolution.

Section 3. Paid Holidays.

(A) Holidays

- (1) Any day declared a holiday by the Board of County Commissioners
- (2) New Year's Day (January 1)

- (3) Dr. Rev. Martin Luther King, Jr.'s birthday (third Monday in January)
- (4) President's Day (third Monday in February)
- (5) Memorial Day (last Monday in May)
- (6) Independence Day (July 4)
- (7) Labor Day (first Monday in September)
- (8) Veteran's Day (November 11); except Library employees
- (9) Thanksgiving Day (fourth Thursday in November)
- (10) Eight hours to be used between Thanksgiving and New Year's, or for any religious holiday during the fiscal year, except Library employees must use this time on December 24th. The eight-hours will be prorated for part-time employees based on their normal FTE.
- (11) Christmas Day (December 25) or, with supervisory approval, this day may be traded for any other religious holiday during the fiscal year, provided the employee uses paid leave for or works on Dec. 25.

(B) Instead of the holidays listed above, Sheriff's Office employees receive 12 personal holidays per year on each July 1 that may be used at the discretion of the employee with the consent of the appointing manager.

Section 4. Disability.

Each executive and management employee will enroll in County-paid short-term and long-term disability programs. The plan documents will establish specific terms and conditions for these programs.

Section 5. Health & Life Insurance; Flexible Spending Accounts.

(A) Medical, Vision and Dental Insurance

(1) Premium Payments. The County pays the monthly premiums for medical, vision and dental benefits for full-time executive and management employees and employees' eligible dependents as approved by the Employee Benefits Board. Employees may pay premium contributions toward county medical and dental with pre-tax dollars through payroll deduction according to guidelines for premium conversion in the Internal Revenue Code Section 125.

(2) Coverage. Coverage is provided for employees and their immediate families, i.e., spouses and eligible dependent children. Any child whose medical/dental coverage must be paid by court order is an "eligible dependent child" for purposes of

coverage. In lieu of spouse coverage an employee may enroll a domestic partner and the partner's eligible dependents. This coverage is subject to the selected health insurance plan document and executive rules concerning marriage and domestic partnership.

(B) Flexible Spending Accounts.

Executive and management employees may participate in medical expense flexible spending accounts and dependent care flexible spending accounts under Internal Revenue Service Code Section 125. The flexible spending accounts are fully described in Section 125 plan documents.

(C) Life Insurance.

(1) The County insures each executive and management employee, at no charge, under a term life insurance policy for the employee's base annual salary, up to a maximum of \$50,000.

(2) The County insures each executive and management employee retiree who has at least 10 years of County service, at no charge, under a \$2,000 term life insurance policy during the period the retiree receives pension benefits.

(3) The County may provide executive and management employees the option of purchasing supplemental term life.

(D) Terms and Conditions.

Specific terms and conditions of insurance programs are controlled by the plan documents and by executive rules established by the Chair.

Section 6. Bus Pass Program.

The County contributes to the monthly cost of Tri-Met or C-Tran public bus passes used for employees commuting to and from work. The monthly dollar amount contributed will not exceed the maximum non-taxable amount allowed by IRS regulations.

Section 7. Pensions.

(A) This resolution does not affect benefits of Library executive and management employees under the Library Association of Portland pension plan.

(B) Executive and management employees are eligible to participate in the Oregon Public Employees Retirement System (PERS).

(C) In addition to salaries paid to executive and management employees and in lieu of employee contributions to PERS, the County assumes or "picks up" the uniform six percent of salary contribution as permitted by state law.

(D) The full amount of contributions "picked up" is considered salary only for computing an employee member's final average salary under state law.

(E) The full amount of contributions "picked up" is added to employees' individual account balances for their annuities and is considered employee contributions for all other purposes of state law.

Section 8. Benefits for Less than Part-time, Temporary, and Confidential.

(A) Executive and management employees who are regularly scheduled to work less than 20 hours per week or .5 FTE receive only the employee benefits required by state or federal law.

(B) Temporary appointees to executive and management positions who are regularly scheduled to work 20 or more hours per week or at least .5 FTE receive all employee benefits. No other temporary worker or on-call employee receives benefits.

(C) Confidential employees receive the benefits provided for equivalent positions subject to collective bargaining agreements.

Section 9. Benefits for Elected Officials

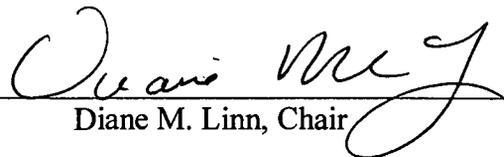
Elected Officials receive the following benefits as provided for executive employees: Health & Life Insurance; Flexible Spending (Section 5(A), (B) (C)1 and 3, and (D)); Deferred Compensation Program; Bus Pass Program (Section 6); Pensions (Section 7); and Workers' Compensation and Supplemental Benefits.

Section 10. This resolution takes effect and Resolution No. 01-092 is repealed on November 22, 2001.

ADOPTED this 29th day of November, 2001.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON


Diane M. Linn, Chair

REVIEWED:

THOMAS SPONSLER, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By 
Thomas Sponsler, County Attorney

#1

SPEAKER SIGN UP CARDS

DATE 11-29-01

NAME Deb Gardner

ADDRESS Multnomah ESD

Portland OR

PHONE (503) 262-4194

SPEAKING ON AGENDA ITEM NUMBER OR
TOPIC Budget Hearing - School

GIVE TO BOARD CLERK Attendance
~~Staff~~ Initiative

MEETING DATE: November 29, 2001
AGENDA NO: R-8
ESTIMATED START TIME: 10:15 AM
LOCATION: Boardroom 100

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Approval of Chair's Executive Rebalancing of 2001-02 Budget

BOARD BRIEFING: DATE REQUESTED: _____
REQUESTED BY: _____
AMOUNT OF TIME NEEDED: _____

REGULAR MEETING: DATE REQUESTED: Thursday, November 29, 2001
AMOUNT OF TIME NEEDED: 2 Hours

DEPARTMENT: DSS DIVISION: Financial Operations

CONTACT: Dave Warren / Tony Mounts TELEPHONE #: 988-3822 / 988-4185
BLDG/ROOM #: 503/4th

PERSON(S) MAKING PRESENTATION: Dave Warren / Tony Mounts

ACTION REQUESTED:

INFORMATIONAL ONLY POLICY DIRECTION APPROVAL OTHER

SUGGESTED AGENDA TITLE:

Public Budget Hearing and Approval of Budget Modifications Implementing Revenue Changes and Reducing Spending Authorization to Balance the Multnomah County General Fund for 2001-02

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
(OR)

DEPARTMENT MANAGER: M. Cecilia Johnson

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

Any Questions: Call the Board Clerk @ (503) 988-3277 or email deborah.l.bogstad@co.multnomah.or.us

01 NOV 21 PM 7 07
BOARD OF
COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON



Diane M. Linn, Multnomah County Chair

| | |
|-----------------|---------------------------------------|
| To: | Board of County Commissioners |
| Date: | November 20, 2001 |
| Subject: | 2001 Budget Amendment Overview |

Leadership in Tough Times

Fiscal Reality

On June 5, 2001 I was sworn in as Chair of the Board of Multnomah County Commissioners. Nine days later I presided over the Board's approval of a budget for the 2001-02 fiscal year – resulting in approximately \$15 million in spending reductions. Less than four months later, we faced an additional decline in revenue - midyear. The Board had to go back to the drawing board and fill a \$22 million hole in the County's general fund and rebalance our budget.

The County's midyear \$22 million shortfall is a result of compounded declining revenues. Final receipts from the 2001 Business Income Tax (BIT) were significantly lower than expected, adversely affecting the County's beginning working capital. Additionally, as a result of our region's fragile economic condition, estimates of future BIT receipts were adjusted to reflect an anticipated further reduction in revenue. We have also experienced underperformance in other resources such as expected jail revenues and motor vehicle rental taxes.

We have entered an age of economic uncertainty and instability – businesses and corporations are experiencing staggering losses and families are struggling to make ends meet. The public sector and government services are vulnerable to the economic downturn, in fact, we *depend* on a healthy economy. **This County will take a more active role in economic development and improving our business environment.**

How we address the midyear budget rebalance will set the tone – financially and structurally – for the future of this jurisdiction and the delivery of services to the community that depends on us.

Results

Financial Stability

Like any successful enterprise – public or private, Multnomah County must pay close attention to current and potential economic and societal trends, as well as build a solid fiscal foundation. We must also look to streamline our services and start putting more money into savings.

During this budget rebalance we've done more than place a band-aid on our fiscal wound, hoping that the cause of the wound will go away. We've looked to the cause and begun to shape solutions.

The County currently enjoys a superior bond rating. But we are in jeopardy of losing that rating if we fail to maintain our General Fund reserves this year **and** increase our reserves next year and beyond. Dipping into our General Fund reserves, as the County has done for years to balance the budget, was not an option during this budget rebalance. *And it will not be considered in the future.* The Board has made a clear policy commitment to building up the County's General Fund reserves in our subsequent regular budget cycles.

We don't believe that the two-year underperformance of the Business Income Tax will correct itself. This is not a one-time loss that requires a one-time fix. The Board has taken proactive and bold steps in forming and approving a Community Partnership Agreement with the Cities of Portland and Gresham, the Portland & East County Chambers of Commerce, business associations and the Association of Portland Progress to assess the region's economic competitiveness. This undertaking will provide a means for the County to be better able to predict future revenue.

The County's budget balancing process will not end in January 2002. We are dependent upon funding streams from the state and their coffers are experiencing a *severe* fiscal threat. The Governor has called a special session to address a **shortfall of upwards of \$300 million** – perhaps more. The Legislature and Governor will be hard pressed to identify such massive savings without cutting school funding, the Oregon Health Plan and human services.

Where does that leave us? Approximately 30% of the County's total budget is resources received from the state. We will not escape harm from the results of state General Fund budget cuts, but we've poured the concrete for our financial foundation during this budget process, which will help mitigate potential repercussions from any state cuts.

Realized Revenue

The County's budget rebalance team has done a remarkable job in identifying and capturing unincorporated resources. While we began with a \$22 million hole, after sharpening our pencils and applying good management strategies, we were able to fill the hole with \$11 million of unanticipated revenue – bringing us halfway to our goal - *before* looking at efficiencies and reductions.

Integrity of Systems

As you look at specific line item reductions in the executive budget amendment, you will not be able to get the full picture. While the \$4.5 million in administrative cuts in different areas in the County are obvious, most other reductions need to be elaborated upon.

There are a number of one-time savings made possible by delaying implementation of particular programs. This in no way should be taken to mean an abandonment of future support for these programs. The Board has made a clear commitment to ensuring that they will be funded.

After passage of our 2001-02 budget rebalance, we will continue to find ways to save money which can then be applied to implementation and expansion of services put on hold during our midyear rebalance.

Public Safety:

I am confident that we were able to maintain the integrity of our Public Safety system throughout this budget process. We have taken the Correctional Facility in Troutdale offline for now, but we have not undercut our capacity to incarcerate offenders when needed to protect the public. Our criminal justice system is experiencing unique trends that allow us to take advantage of immediate opportunities. We have also maintained the District Attorney's ability to prosecute and this jurisdiction's ability to supervise offenders – before and after incarceration.

The Board recognizes that the public safety seas are changing. This Board and all the County's public safety officials are in agreement of the growing need for alcohol and drug and mental health treatment in our criminal justice system. We can and will do a better job in reducing recidivism and helping offenders become active and productive members of society. I am committed to further analysis and tapping into important work being done across departments, jurisdictions and by noteworthy, independent resources like the Citizens Crime Commission.

Libraries:

We face a considerable challenge within our world-class library system. The Library has identified reductions that can be made without significantly affecting services to the public and I have included those reductions in my executive budget amendment. The Library Department has told us it will have to make additional reductions during the next budget cycle before new levy funds are approved by the voters.

County libraries are educational institutions, exceptional storehouses of information, and community gathering places. They inspire our kids to read. They help students with their homework. They teach seniors how to use technology. They help limited and non-English speakers with language and life skills. And they are *the only County service that relies on a local option levy for over 50% of its operating funds*. The levy expires in July 2003 and I fully expect to ask voters to renew Library funding in Spring of 2002. I am committed to promoting and ensuring passage of the Library levy and hope the public will join me in recognizing the indispensable function our libraries provide.

Health & Human Services:

It's important to note **what's not on the list** of rebalance reductions. The County is often the only means of support for our most vulnerable residents and we have proposed no reductions that would affect existing programs that our community depends on to live, grow and thrive.

We remain committed to our safety net services; supporting homeless youth and families; County domestic violence programs; our neighborhood family centers; Schools Uniting Neighborhoods; and many other valuable services and programs. We will stay the course to improve our current mental health care system and have not reduced our mental health budget.

Health & Human Services are fundamental to what this jurisdiction does. The Board has recognized that and we have affirmed our commitment – knowing full well that we must be prepared to address repercussions that will come from future state cuts.

Organizational Structure

In these new and rapidly shifting times, we must look at our organizational structure and the efficiency of our business operations.

The time has come for Multnomah County to move away from an individual department approach to providing services. We cannot continue to act as a “holding company” with nine independent subsidiaries, but must move to one core enterprise that provides several but integrated lines of service. During this budget rebalance we have made significant administrative and departmental adjustments to streamline our organization.

By taking a systems approach we were able to identify efficiencies and become more cost effective in our business practices and service delivery. After looking at departmental functions and structures, I have recommended the merger of our Department of Support Services and Department of Sustainable and Community Development and the merger of the County’s Aging and Disability Services with the Department of Community and Family Services.

The restructuring of our departments and programs will go through a formal process for reformation based on policy guidelines and enhancing our organizational performance.

Initiatives

There are important areas of operation where the County can and will do better. Our fragile times require us to be better prepared for emergency and crisis situations, better able to support all kids in schools, and better able to address our region’s fast changing demographics by strengthening our commitment to diversity and cultural competency. These initiatives are cost neutral at this time.

Emergency Preparedness:

As a result of recent national tragedies, our focus must turn to enhancing our level of continual emergency preparedness. By the beginning of the next calendar year, after careful review and coordination, I will request support from the Board and involved departments to bring us to a new level of awareness and preparedness. In the event of an incident, this jurisdiction will have the ability to respond effectively and rapidly. We will be able to protect our employees, our facilities and the community if threatened by a natural disaster, hazardous conditions, threatening action or health incident. I will continue to make this a priority and expand our services and resources in this field.

Support for Kids in School:

School success and support for our public education system has always been central to my life’s work and is a key focal point of my administration. There has been considerable progress made and we still have much to do to increase student success, narrow the achievement gap and ensure that all students and their families across the County have access to the supports that make it possible for young people to succeed in school and ultimately, in life.

I am dedicated to strengthening the County’s partnership with our Public School Districts and other jurisdictions. That is why I have proposed the establishment of the **Office of Community School Partnerships** during this budget rebalance. The Office will focus on alignment of school based services, strengthening existing partnerships, expanding proven programs and practices and ensuring cultural competency.

The Office of Community School Partnerships is both a reiteration of my policy priorities as well as a considerable structural change in the County. I am very excited about what this Office will mean for the Multnomah County and for kids and families in our region.

Meeting Opportunities and Challenges of our Changing Community:

Over the past 10 years Multnomah County's Latino population has grown by 185%. The Asian and Pacific Islander Communities have each grown by almost 50%. We need to reevaluate and expand our capacity to serve the various needs of increasing special populations and continue to focus and augment what we already do in regards to diversity.

Diversity doesn't just mean hiring and retaining employees – on which Multnomah County continues to lead the way in the public sector. It also means restructuring our services to be culturally competent. It means opening more doors and increasing access to our system and programs. Diversity includes increasing partnerships, contracting and procurement opportunities, recruitment and training and it will take an actual, future resource commitment.

In these lean fiscal times, I made sure that a clear and noticeable focus on diversity was prioritized in the budget rebalance. The Board will continue ensuring that everything we do at the County provides equal opportunities for people from all diverse backgrounds. I will continue to lead the charge in paying close attention to our diversity practices and commit to dedicating real resources to reflect the demographically evolving County we've become.

Process

Formation and Inclusion

On October 15, 2001 the Board, other County elected officials, department managers and staff began the process of rebalancing the budget. At that time we reviewed our financial situation, reiterated our policy priorities, determined the outline for the process and started down the road of identifying efficiencies and cost savings.

From the inception of the budget rebalance process, I rejected the option of constructing an executive budget single-handedly. This *was not* a process that occurred behind closed doors. Nor was it a process that offered conciliatory opportunities for input while decisions had already been made. We solicited ideas and concerns from interested and involved parties in various ways.

We tapped into the skill and knowledge of our employees, made sure that all County elected officials were consistently at the table, reached out to our clients and consumers, our partners and stakeholders, and made every effort to provide an opportunity for public input.

A true open process may, at times, appear confusing and making preliminary information available lends itself to misinterpretation; however, I remain committed to full inclusion and am confident that the final product is a genuine reflection of a combination of valuable input.

Policy Guidelines & Benchmarks

It has been fundamental to my administration that this budget rebalance process – and any future budget exercises - avoid the path of a simple, percentage, across-the-board cut. Traditionally, the County has asked departments to reduce their individual budgets to address a shortfall without looking across departments.

It is no longer an option for Multnomah County and departments therein to make budget decisions in isolation. Throughout the process, we remained committed to our benchmarks, Board policy direction and – most importantly – the quality of service delivery to the people we serve.

The Board reviewed and expanded our strategic benchmarks, which provided us parameters in which to make budget decisions. They are:

- Reducing Poverty
- Increasing School Success
- Enhancing Public Safety
- Increasing Health and Mental Health
- Increasing Accountability and the Responsible Use of Public Funds

A Budget Analysis Group (the Core Team), consisting of departmental representatives from across the County, was asked to look for budget reduction opportunities that cross department lines that maintain key services, while always keeping in mind the Board's benchmarks.

Accelerated Timeline

The County had approximately six weeks to find \$22 million dollars. That equates to identifying half a million a day in savings. This fast and furious timeline has required the County to be focused and vigilant in addressing our immediate fiscal challenge while laying the foundation for future financial and organizational stability.

Acknowledgements

I would like to thank the Board, the Sheriff, the District Attorney, the Auditor and our Budget Core Team for their diligence, thoughtfulness and long hours spent on putting together a package that keeps the County whole and maintains our essential services.

I also want to thank our partners, community and business leaders and the general public for engaging in the process and providing valuable input. Change and policy direction must come from the ground up and be reflect the will of the people.

I have been enormously impressed and appreciative of the work and input from Multnomah County employees and our labor organizations. This jurisdiction has stepped up to the plate and made difficult decisions in tough, economic times.

I am proud of this executive budget amendment that I am presenting to the Board and the public today. I am certain that we are a stronger, more united organization as a result. I look forward to leading us to new, solid financial ground and setting the stage for a 21st Century Multnomah County.



Department of Support Services
MULTNOMAH COUNTY OREGON

Budget and Quality
501 SE Hawthorne Boulevard, Fourth Floor
Portland, Oregon 97214
(503) 988-3883 phone
(503) 988-4570 fax

SUPPLEMENTAL STAFF REPORT

TO: Board of County Commissioners

FROM: Tony Mounts-
Dave Warren

DATE: November 20, 2001

RE: Rebalancing the 2001-02 Budget

1. Recommendation/Action Requested:

Approve the attached list of Budget Modifications altering estimated revenues and reducing spending authorizations to keep the General Fund in balance for 2001-02

2. Background/Analysis:

In September it became clear that the revenues underpinning the General Fund Budget for 2001-02 were significantly overstated for several reasons .

- Business Income Tax receipts in 2000-01 fell more than \$6 million below the estimate for that year; that meant that the Beginning Working Capital (the General Fund beginning balance) for 2001-02 was going to be lower than budgeted, it also implied that the Business Income Tax for 2001-02 was overestimated as well.
- The 2001-02 Budget included an estimate of receipts from the Motor Vehicle Rental Tax, paid in large part by visitors who rent cars at the Portland Airport. That revenue source appeared to be overestimated in the budget by \$1.3 million.
- A number of programs were continued in the 2001-02 budget based on expectations of increased operating revenue. Those expectations for the jail and the primary care health clinics appeared to be \$7 million higher than the first quarter's receipts would justify.

As a result of this string of bad news, the County undertook to identify \$22 million of expenditure reductions or revenue enhancements to balance the General Fund. The results of that effort are included in the set of budget modifications summarized on the attached Excel spreadsheet "Summary of Executive 02 Budget Rebalancing Recommendation".

3. Financial Impact:

The Budget Modifications will:

1. Record reduced General Fund revenues alluded to above:

| | \$ millions |
|-------------------------------|---------------|
| Business Income Tax | (\$ 6.9) |
| Beginning Working Capital | (7.2) |
| Motor Vehicle Rental Tax | (1.3) |
| Federal Bed Revenue | (2.9) |
| Animal Control Fines and Fees | <u>(0.3)</u> |
| | (\$ 18.6) |

Note that \$951,444 of reduced "Pay to Stay" revenue is not included. The Sheriff has committed to underspending sufficiently to offset any underrecovery in this category.

2. Record increased General Fund revenues that occurred during October and November.

| | \$ millions |
|-------------------------------------|-------------|
| Property Tax | \$ 1.8 |
| Beginning Working Capital | 2.0 |
| SCAAP increase | 0.4 |
| Indirect Cost from Jail Levy Fund | 2.9 |
| Unspent Balance from Jail Levy Fund | <u>0.2</u> |
| | \$ 7.3 |

Note that \$502,799 was added to General Fund Contingency by a separate cut in the General Fund support of gang programs in DCJ because of increased State funding that became available in July. This cut was specifically identified by the Board as an offset to reduced Federal Bed Revenue.

3. Reduce spending authorization for departments as detailed on the attached "Summary of Executive 02 Budget Rebalancing Recommendation"

| | \$ millions |
|-----------------------------------|---------------|
| One Time Only Savings | (\$ 6.9) |
| Ongoing Reductions (2002 amounts) | <u>(3.9)</u> |
| | (\$ 10.8) |

4. Legal Issues:

NA

5. Controversial Issues:

Many of the reductions affect valued and effective programs on which citizens depend. At three public hearings, testimony indicated impacts from many proposals originally considered but withdrawn from the proposal. Further testimony can be expected on November 29.

6. Link to Current County Policies:

Complies with the Board's policy on Recurring Costs and One-Time-Only Revenues by cutting sufficient programs to bring ongoing expenditures into synch with ongoing revenues. The ongoing reductions listed on the attachment will, if continued into next fiscal year, reduce the County's General Fund requirements between \$11.7 and \$13.2 million. This will offset the estimated ongoing revenue shortfall and will allow the County to begin to contribute toward rebuilding General Fund reserves in next year's budget.

The actions proposed, however, do not add to the reserves of the County in this fiscal year. That will need to be addressed as part of the 2002-03 budget process.

7. Citizen Participation:

Three public hearings have been held at geographically dispersed sites to give citizens a chance to express their ideas about the cuts. A fourth hearing has been scheduled for 11/27 in the Board Room and the 11/29 Board Meeting also allows for citizen testimony. The Central Citizen Budget Advisory Committee has also reviewed the Chair's recommendations and made recommendations.

8. Other Government Participation:

Partners in programs under discussion were informed and understand the proposals.

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | | FTE | 2003 Estimate | |
|--|----------------|----------------|------------------|-------------|------------------|------------------|
| | OTO | Ongoing | Total | | low | high |
| Law Enforcement | | | | | | |
| 1 Reduce BOEC costs | 20,000 | | 20,000 | | 20,000 | 200,000 |
| 2 Cut overtime budget | 76,000 | | 76,000 | | | |
| 3 Cut 1.0 FTE background investigator | | 55,093 | 55,093 | | 55,093 | 55,093 |
| Law Enforcement | 96,000 | 55,093 | 151,093 | 0 | 75,093 | 255,093 |
| 0 | | | | | | |
| MCSO Detention | | | | | | |
| 1 Temporarily close MCCF | 0 | 382,691 | 382,691 | 13.20 | 1,842,000 | 1,842,000 |
| 2 Permanent closure or other Sheriff cuts | | | | | | 713,000 |
| 3 Cut three Jail Stewards | 0 | 105,496 | 105,496 | 3.00 | | |
| 4 Cut overtime budget | 324,000 | | 324,000 | | | |
| 5 Cut 1.5 FTE Community Health Nurses providing 7 day/week staffing at MCCF. | | 69,300 | 69,300 | 1.50 | | |
| 6 Cut 2.0 FTE Program Administrators and 1.0 FTE Counselors | | 88,552 | 88,552 | 3.00 | | |
| MCSO Detention | 324,000 | 646,039 | 970,039 | 20.7 | 1,842,000 | 2,555,000 |
| Justice System | | | | | | |
| 1 Reduce LPSCC Allocation | | 30,000 | 30,000 | | 30,000 | 30,000 |
| 2 Holds vacant 2 FTE Parole / Probation Officer positions budgeted to provide community and restorative justice related services. | 108,744 | | 108,744 | | | |
| 3 Cuts \$30,600 in capital equipment in the District Attorney's Office | 30,600 | 0 | 30,600 | | | |
| Justice System | 139,344 | 30,000 | 169,344 | 0 | 30,000 | 30,000 |
| 0 | | | | | | |
| Early Childhood and Family Services | | | | | | |
| Early Childhood and Family Services | 0 | 0 | 0 | 0 | 0 | 0 |
| Library * | | | | | | |
| 1 Cut remainder of proposed North Interstate library branch budget. | 101,499 | 0 | 101,499 | 3.00 | | |
| 2 Cut \$100,000 from Professional Services for systemwide programs and special events. | 100,000 | 0 | 100,000 | | | |
| 3 Reduce the Library's Book Budget | 420,000 | 0 | 420,000 | | | |
| 4 Salary savings due to not filling open positions at Central Library for the remainder of the fiscal year and a cut of one FTE; reduction in new positions planned for the reopened Hollywood branch library. | 331,758 | 135,281 | 467,039 | 2.50 | 241,000 | 241,000 |
| 5 Cut funding to the Corbett School District. | 0 | 100,000 | 100,000 | | 100,000 | 100,000 |
| Library | 953,257 | 235,281 | 1,188,538 | 5.5 | 341,000 | 341,000 |
| * Specific reductions may change as FY02-03 Budget is developed | | | | | | |
| Alcohol and Drug Treatment | | | | | | |
| 1 Delay implementation of Drug Treatment Court for Individuals with Co-Occurring Disorders until 7/1/02 | 125,000 | | 125,000 | | | |
| 2 Fund Mentorship Program w/DOC \$\$ rather than General Fund | 150,000 | 0 | 150,000 | | | |
| 3 Eliminate Contracted Services with Unity for Project Oasis Housing for offenders with co-occurring disorders (substance abuse & mental health). | | 62,500 | 62,500 | | 125,000 | 125,000 |
| 4 Reduce implicit GF subsidy for DUII Evaluation. | 0 | 100,000 | 100,000 | | 200,000 | 200,000 |
| Alcohol and Drug Treatment | 275,000 | 162,500 | 437,500 | 0 | 325,000 | 325,000 |
| 0 | | | | | | |
| Kids and Schools | | | | | | |
| 1 Reduce SUN School Funding | 20,000 | 0 | 20,000 | | | |
| Kids and Schools | 20,000 | 0 | 20,000 | 0 | 0 | 0 |

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | | FTE | 2003 Estimate | |
|--|----------------|----------------|------------------|------------|----------------|----------------|
| | OTO | Ongoing | Total | | low | high |
| Adult Education, Counseling, and Support | | | 0 | | | |
| 1 Delay implementation of expanded offender housing (Beaver Hotel) | 137,000 | | 137,000 | 0.37 | | |
| 2 Fund Transitional Employment services contract w/DOC \$\$ from 1/1-6/30 | | 40,000 | 40,000 | | 40,000 | 40,000 |
| 3 Fund contract for services to women w/histories of prostitution from DOC \$\$ for period of 1/1-6/30 | 0 | 100,000 | 100,000 | | 200,000 | 200,000 |
| Adult Education, Counseling, and Support | 137,000 | 140,000 | 277,000 | 0.4 | 240,000 | 240,000 |
| Teen Services and Supervision | | | 0 | | | |
| 1 Delay full implementation of the Juvenile Treatment Foster Care Program | 285,000 | | 285,000 | | | |
| 2 Youth Employment Program | | 25,460 | 25,460 | | 50,000 | 50,000 |
| 3 School-based Mental Health (Funds 1 FTE Anger Management Counselor at Open Meadow Alternative School) | | 10,000 | 10,000 | | 20,000 | 20,000 |
| 4 Temporarily reduce Juvenile Court counselor positions until 7-1-01 | 97,500 | | 97,500 | 3.00 | | |
| Teen Services and Supervision | 382,500 | 35,460 | 417,960 | 3.0 | 70,000 | 70,000 |
| Aging & Disability Services | | | 0 | | | |
| 1 Cut integration services for 18-25 year olds with developmental disabilities | | 117,200 | 117,200 | | 234,000 | 234,000 |
| 2 Reduce ADS professional services | 30,000 | 0 | 30,000 | | | |
| Aging & Disability Services | 30,000 | 117,200 | 147,200 | 0 | 234,000 | 234,000 |
| Health Services | | | 0 | | | |
| 1 Close existing dental clinic site; redistribute staff to other sites. Move equipment to new East County facility; cut equipment budget. | 209,000 | | 209,000 | | | |
| 2 Increase revenues for Family Planning Enhancement Program; reduce GF in a corresponding amount | 270,000 | 530,000 | 800,000 | | | |
| 3 Centralize client account processes; postpone facilities upgrades for JCAHCO standards; eliminate Saturday after hours clinic; personnel savings. | 215,899 | | 215,899 | 1.50 | | |
| Health Services | 694,899 | 530,000 | 1,224,899 | 1.5 | 0 | 0 |
| Sustainability | | | 0 | | | |
| 1 Postpone Sustainability Program's Pollution Prevention position until 7/1/02 | 29,996 | 0 | 29,996 | 1.00 | | |
| Sustainability | 29,996 | 0 | 29,996 | 1.0 | 0 | 0 |
| Telecommunications | | | 0 | | | |
| 1 Reduce number of phones, cell phones and pagers -- Telecom office survey resulted in reductions in all departments but two, effective 11/1/01 totaling \$23,648 FY 01-02 and \$35,474 FY 02-03/ongoing. Columns at right show estimated GF impact. | | 1,094 | 1,094 | | 16,000 | 16,000 |
| 2 Reduce Telecom Fund capital balance -- resulting from deferred capitals projects | 178,982 | 0 | 178,982 | | | |
| Telecommunications | 178,982 | 1,094 | 180,076 | 0 | 16,000 | 16,000 |
| Flat Fee | | | 0 | | | |
| 1 Reduce PC cost to \$1900 or \$2000/yr (effective next year) | | 0 | 0 | | 114,000 | 228,000 |
| Flat Fee | 0 | 0 | 0 | 0 | 114,000 | 228,000 |

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | | FTE | 2003 Estimate | |
|--|-------------------|------------------|-------------------|-------------|-------------------|-------------------|
| | OTO | Ongoing | Total | | low | high |
| Facilities Management | | | 0 | | | |
| 1 Suspend Asset Preservation for FY 2001 | 2,285,506 | | 2,285,506 | | | |
| 2 Reduce custodial level of service from 5 to 3 days per week in general office space - bathrooms still 5 days | | 150,000 | 150,000 | | 300,000 | 800,000 |
| 3 Reduce Building Management charges at monthballed MCCF (Sheriff) and CHJ | | 100,000 | 100,000 | | 180,000 | 180,000 |
| Facilities Management | 2,285,506 | 250,000 | 2,535,506 | 0 | 480,000 | 980,000 |
| Housing Program / Economic Development | | | 0 | | | |
| 1 Cut Housing Program/Economic Development Supporting FTE | 27,331 | 0 | 27,331 | 1.00 | | |
| Housing Program / Economic Development | 27,331 | 0 | 27,331 | 1.0 | 0 | 0 |
| Records / Distribution | | | 0 | | | |
| 1 Shift Record .20FTE to mail Distribution | | 8,878 | 8,878 | | | |
| 2 One mail stop per day | | 0 | 0 | 0.00 | 50,000 | 50,000 |
| Records / Distribution | 0 | 8,878 | 8,878 | 0 | 50,000 | 50,000 |
| Admin / Position Cuts | | | 0 | | | |
| 1 Undersheriff vacancy | 66,667 | | 66,667 | | | |
| Admin / Position Cuts | 66,667 | 0 | 66,667 | 0 | 0 | 0 |
| Communications | | | 0 | | | |
| 1 Eliminate temporary employee for MINT publishing and development of DSS MINT content | 0 | 12,000 | 12,000 | | 24,000 | 24,000 |
| Communications | 0 | 12,000 | 12,000 | 0 | 24,000 | 24,000 |
| Spending Control | | | 0 | | | |
| 1 Reduce drugs line item in Pharmacy budget; hold 0.5 FTE vacant - Health | 200,000 | | 200,000 | | | |
| Spending Control | 200,000 | 0 | 200,000 | 0 | 0 | 0 |
| Nondepartmental | | | 0 | | | |
| 1 Discontinue payment to county school fund (State pays costs) | 0 | 1,575,000 | 1,575,000 | | 1,575,000 | 1,575,000 |
| 2 Discontinue funding of nond programs | 0 | 0 | 0 | | 650,000 | 650,000 |
| Nondepartmental | 0 | 1,575,000 | 1,575,000 | 0 | 2,225,000 | 2,225,000 |
| Tap Dedicated Resources | | | 0 | | | |
| 1 Shift partial funding for Sustainability Mgr to FM Fund for the balance of the year | 27,398 | | 27,398 | | | |
| Tap Dedicated Resources | 27,398 | 0 | 27,398 | 0 | 0 | 0 |
| Purchasing Supplies and Services | | | 0 | | | |
| 1 Mandate use of Central Stores for purchases of office supplies | 0 | 70,000 | 70,000 | | | |
| Purchasing Supplies and Services | 0 | 70,000 | 70,000 | 0 | 0 | 0 |
| Debt Payment | | | 0 | | | |
| 1 Convert part of Capital Debt Fund Reserve into one payment | 1,100,000 | 0 | 1,100,000 | | | |
| Debt Payment | 1,100,000 | 0 | 1,100,000 | 0 | 0 | 0 |
| Expenditure Reductions | 6,967,880 | 3,868,545 | 10,836,425 | 33.1 | 6,066,093 | 7,573,093 |
| Revenues Available | | | | | | |
| Property Tax | | 1,775,893 | 1,775,893 | | 1,775,893 | 1,775,893 |
| Beginning Working Capital (GF) | 2,000,000 | | 2,000,000 | | | |
| Federal Bed Rental Revenue | 502,799 | | 502,799 | | | |
| Pay to Stay Fee Collection | | 951,544 | 951,544 | | 951,544 | 951,544 |
| SCAAP increase | 424,643 | | 424,643 | | | |
| Indirect Cost from Jail Levy Fund | | 2,931,994 | 2,931,994 | | 2,931,994 | 2,931,994 |
| Jail Levy Fund Contingency | 200,000 | | 200,000 | | | |
| Revenues | 3,127,442 | 5,659,431 | 8,786,873 | | 5,659,431 | 5,659,431 |
| Total General Fund | 10,095,322 | 9,527,976 | 19,623,298 | | 11,725,524 | 13,232,524 |

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | | FTE |
|--|----------------|----------------|------------------|-------------|
| | OTO | Ongoing | Total | |
| Law Enforcement | | | | |
| 1 Reduce BOEC costs | 20,000 | | 20,000 | |
| 2 Cut overtime budget | 76,000 | | 76,000 | |
| 3 Cut 1.0 FTE background investigator | | 55,093 | 55,093 | |
| Law Enforcement | 96,000 | 55,093 | 151,093 | 0 |
| MCSO Detention | | | 0 | |
| 1 Temporarily close MCCF | 0 | 382,691 | 382,691 | 13.20 |
| 2 Permanent closure or other Sheriff cuts | | | | |
| 3 Cut three Jail Stewards | 0 | 105,496 | 105,496 | 3.00 |
| 4 Cut overtime budget | 324,000 | | 324,000 | |
| 5 Cut 1.5 FTE Community Health Nurses providing 7 day/week staffing at MCCF. | | 69,300 | 69,300 | 1.50 |
| 6 Cut 2.0 FTE Program Administrators and 1.0 FTE Counselors | | 88,552 | 88,552 | 3.00 |
| MCSO Detention | 324,000 | 646,039 | 970,039 | 20.7 |
| Justice System | | | | |
| 1 Reduce LPSCC Allocation | | 30,000 | 30,000 | |
| 2 Holds vacant 2 FTE Parole / Probation Officer positions budgeted to provide community and restorative justice related services. | 108,744 | | 108,744 | |
| 3 Cuts \$30,600 in capital equipment in the District Attorney's Office | 30,600 | 0 | 30,600 | |
| Justice System | 139,344 | 30,000 | 169,344 | 0 |
| Library * | | | | |
| 1 Cut remainder of proposed North Interstate library branch budget. | 101,499 | 0 | 101,499 | 3.00 |
| 2 Cut \$100,000 from Professional Services for systemwide programs and special events. | 100,000 | 0 | 100,000 | |
| 3 Reduce the Library's Book Budget | 420,000 | 0 | 420,000 | |
| 4 Salary savings due to not filling open positions at Central Library for the remainder of the fiscal year and a cut of one FTE; reduction in new positions planned for the reopened Hollywood branch library. | 331,758 | 135,281 | 467,039 | 2.50 |
| 5 Cut funding to the Corbett School District. | 0 | 100,000 | 100,000 | |
| Library | 953,257 | 235,281 | 1,188,538 | 5.5 |
| * Specific reductions may change as FY02-03 Budget is developed | | | | |
| Alcohol and Drug Treatment | | | | |
| 1 Delay implementation of Drug Treatment Court for Individuals with Co-Occurring Disorders until 7/1/02 | 125,000 | | 125,000 | |
| 2 Fund Mentorship Program w/DOC \$\$ rather than General Fund | 150,000 | 0 | 150,000 | |
| 3 Eliminate Contracted Services with Unity for Project Oasis Housing for offenders with co-occurring disorders (substance abuse & mental health). | | 62,500 | 62,500 | |
| 4 Reduce implicit GF subsidy for DUII Evaluation | 0 | 64,000 | 64,000 | |
| Alcohol and Drug Treatment | 275,000 | 126,500 | 401,500 | 0 |
| Kids and Schools | | | | |
| 1 Reduce SUN School Funding | 20,000 | 0 | 20,000 | |
| Kids and Schools | 20,000 | 0 | 20,000 | 0 |

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | Total | FTE |
|--|------------------|----------------|------------------|------------|
| | OTO | Ongoing | | |
| Adult Education, Counseling, and Support | | | | |
| 1 Delay implementation of expanded offender housing (Beaver Hotel) | 137,000 | | 137,000 | 0.37 |
| 2 Fund Transitional Employment services contract w/DOC \$\$ from 1/1-6/30 | 40,000 | | 40,000 | |
| 3 Fund contract for services to women w/histories of prostitution from DOC \$\$ for period of 1/1-6/30 | 100,000 | | 100,000 | |
| Adult Education, Counseling, and Support | 277,000 | 0 | 277,000 | 0.4 |
| Teen Services and Supervision | | | | |
| 1 Delay full implementation of the Juvenile Treatment Foster Care Program | 285,000 | 0 | 285,000 | |
| 2 CFS Client Services Savings | 25,460 | | 25,460 | |
| 3 Temporarily reduce Juvenile Court counselor positions until 7-1-01 | 97,500 | | 97,500 | 3.00 |
| Teen Services and Supervision | 407,960 | 0 | 407,960 | 3.0 |
| Aging & Disability Services | | | | |
| 1 Cut integration services for 18-25 year olds with developmental disabilities | | 117,200 | 117,200 | |
| 2 Reduce ADS professional services | 30,000 | 0 | 30,000 | |
| Aging & Disability Services | 30,000 | 117,200 | 147,200 | 0 |
| Health Services | | | | |
| 1 Close existing dental clinic site; redistribute staff to other sites. Move equipment to new East County facility; cut equipment budget. | 209,000 | | 209,000 | |
| 2 Increase revenues for Family Planning Enhancement Program; reduce GF in a corresponding amount | 270,000 | 530,000 | 800,000 | |
| 3 Centralize client account processes; postpone facilities upgrades for JCAHCO standards; eliminate Saturday after hours clinic; personnel savings. | 215,899 | | 215,899 | 1.50 |
| Health Services | 694,899 | 530,000 | 1,224,899 | 1.5 |
| Sustainability | | | | |
| 1 Postpone Sustainability Program's Pollution Prevention position until 7/1/02 | 29,996 | 0 | 29,996 | 1.00 |
| Sustainability | 29,996 | 0 | 29,996 | 1.0 |
| Telecommunications | | | | |
| 1 Reduce number of phones, cell phones and pagers -- Telecom office survey resulted in reductions in all departments but two, effective 11/1/01 totaling \$23,648 FY 01-02 and \$35,474 FY 02-03/ongoing. Columns at right show estimated GF impact. | | 1,094 | 1,094 | |
| 2 Reduce Telecom Fund capital balance -- resulting from deferred capitals projects | 178,982 | 0 | 178,982 | |
| Telecommunications | 178,982 | 1,094 | 180,076 | 0 |
| Facilities Management | | | | |
| 1 Suspend Asset Preservation for FY 2001 | 2,285,506 | | 2,285,506 | |
| 2 Reduce custodial level of service from 5 to 3 days per week in general office space - bathrooms still 5 days | | 150,000 | 150,000 | |
| 3 Reduce Building Management charges at monthballed MCCF (Sheriff) and CHJ | | 164,000 | 164,000 | |
| Facilities Management | 2,285,506 | 314,000 | 2,599,506 | 0 |

Summary of Executive FY02 Budget Rebalancing Recommendation

| Service Area/Proposed Action | 2002 | | Total | FTE |
|--|-------------------|------------------|-------------------|-------------|
| | OTO | Ongoing | | |
| Housing Program / Economic Development | | | | |
| 1 Cut Housing Program/Economic Development Support FTE | 27,331 | 0 | 27,331 | 1.00 |
| Housing Program / Economic Development | 27,331 | 0 | 27,331 | 1.0 |
| Records / Distribution | | | | |
| 1 Shift Record .20FTE to mail Distribution | | 8,878 | 8,878 | |
| 2 One mail stop per day | | 0 | 0 | 0.00 |
| Records / Distribution | 0 | 8,878 | 8,878 | 0 |
| Admin / Position Cuts | | | | |
| 1 Undersheriff vacancy | 66,667 | | 66,667 | |
| Admin / Position Cuts | 66,667 | 0 | 66,667 | 0 |
| Communications | | | | |
| 1 Eliminate temporary employee for MINT publishing and development of DSS MINT content | 0 | 12,000 | 12,000 | |
| Communications | 0 | 12,000 | 12,000 | 0 |
| Spending Control | | | | |
| 1 Reduce drugs line item in Pharmacy budget; hold 0.5 FTE vacant - Health | 200,000 | | 200,000 | |
| Spending Control | 200,000 | 0 | 200,000 | 0 |
| Nondepartmental | | | | |
| 1 Discontinue payment to county school fund (State pays costs) | 0 | 1,575,000 | 1,575,000 | |
| 2 Discontinue funding of nond programs | 0 | 0 | 0 | |
| Nondepartmental | 0 | 1,575,000 | 1,575,000 | 0 |
| Tap Dedicated Resources | | | | |
| 1 Shift partial funding for Sustainability Mgr to FM Fund for the balance of the year | 27,398 | | 27,398 | |
| Tap Dedicated Resources | 27,398 | 0 | 27,398 | 0 |
| Purchasing Supplies and Services | | | | |
| 1 Mandate use of Central Stores for purchases of office supplies | 0 | 70,000 | 70,000 | |
| Purchasing Supplies and Services | 0 | 70,000 | 70,000 | 0 |
| Debt Payment | | | | |
| 1 Convert part of Capital Debt Fund Reserve into one payment. | 1,100,000 | 0 | 1,100,000 | |
| Debt Payment | 1,100,000 | 0 | 1,100,000 | 0 |
| Expenditure Reductions | 7,133,340 | 3,721,085 | 10,854,425 | 33.1 |
| Revenues Available | | | | |
| Property Tax | | 1,775,893 | 1,775,893 | |
| Beginning Working Capital (GF) | 2,000,000 | | 2,000,000 | |
| Federal Bed Rental Revenue | 502,799 | | 502,799 | |
| Pay to Stay Fee Collection | | 951,544 | 951,544 | |
| SCAAP increase | 424,643 | | 424,643 | |
| Indirect Cost from Jail Levy Fund | | 2,931,994 | 2,931,994 | |
| Jail Levy Fund Contingency | 200,000 | | 200,000 | |
| Revenues | 3,127,442 | 5,659,431 | 8,786,873 | |
| Total General Fund | 10,260,782 | 9,380,516 | 19,641,298 | |

Proposed Budget Notes
November 29, 2001

Budget Note 1:

Included in the 2001-02 Adopted Budget is \$521,321 of State Department of Corrections funding added on amendment #02_DCJ_BA_04. This amendment appropriated funds in addition to the original estimate provided by the State. Only a portion of the funds were programmed (\$40,000 for Employment Services contract), with the understanding that the Department of Community Justice would return to the Board for final approval before spending the balance.

As part of the mid-year budget rebalancing in November 2001, funds were used in replacement of general funds for the following programs: \$137,000 for housing support; \$75,000 for six months funding for a mentorship contract; \$20,000 for six months funding for an employment services contract; and, \$100,000 for six months funding for a contract for services to women with histories of prostitution. The remainder of the DOC money, along with some additional savings, will come before the Board in a proposed budget modification during December.

Budget Note 2:

The mid-year budget rebalancing package includes delayed implementation of the Treatment Court for Individuals with Co-Occurring Disorders until July 2002. There are two areas of concern that have led to the proposal to delay: concern about the capacity in the mental health system to provide integrated treatment for these individuals; and the desire by defense representatives to hold off on implementation of the treatment court for individuals with co-occurring disorders until after the initial expansion is complete. The Board expressed concern about the delay and requested a briefing on the program, client needs and cost of services. A briefing will be scheduled during January, 2002.

BOGSTAD Deborah L

From: LINN Diane M
Sent: Thursday, November 29, 2001 5:09 PM
To: #MULTNOMAH COUNTY ALL EMPLOYEES
Subject: Budget Update

This morning the Board of Multnomah County Commissioners unanimously approved the Budget Modification for the 2001-02 fiscal year. I am extremely proud of the end result of our accelerated budget rebalance process and want to take this opportunity to sincerely thank all of you for your participation, support, and continued commitment to the County and the people we serve.

It is an extraordinary accomplishment for Multnomah County to address a \$22 million gap in our general fund budget with little impact to our essential programs and services, and minimal staff reductions. At the same time reinforcing the Board's policy and benchmark commitments, maintaining Multnomah County as an outstanding place to work, and preserving services to members of the community who depend on us. The Board could not have done this without the help and diligence of our employees, all County elected officials, and critical input from the public.

I hope all of you will remain involved and connected as we move into next year's budget process, which is likely to be difficult again considering potential state general fund reductions.

Thanks again for all you do.

Diane Linn

11/30/2001



Waterfront Organizations of Oregon

November 29, 2001

Multnomah County Commissioners
501 SE Hawthorne Boulevard, Suite 600
Portland, Oregon 97214

Attention: Deborah Bogstad, Board Clerk

To: **Multnomah County Commissioners**

Waterfront Organizations of Oregon is a non-profit organization made up of approximately sixty five member organizations throughout the state. These members represent well over fifteen hundred individuals of the waterfront community and users of the waterways in the Multnomah County area.

One of the principal missions of our Organization is to foster and promote safe boating on Oregon's waterways and, in particular, on those waterways of Multnomah County. This mission not only encompasses safe vessel operation of all classes, but also the safety and security of ports, moorages, marinas and the upland areas within the Multnomah County Sheriff's jurisdiction.

With this mission in mind and with great empathy for your struggle to allocate resources from diminishing budget revenues, we would pray and strongly urge you not to reduce allocated budget resources of the Multnomah County Sheriff or the River Patrol.

Thank You for your favorable consideration on this matter.

Respectfully;

Tom McInnis,
President

TM:jm

★ FAXED VERSION READ
AT 11/27/01 PUBLIC BUDGET
HEARING