ANNOTATED MINUTES

Monday, July 17, 1995 - 7:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PUBLIC HEARING

Chair Beverly Stein convened the hearing at 7:03 p.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present on behalf of Multnomah County; Mayor Gussie McRobert, Councilors Jack Gallagher, Royal Harshman and Claudiette LaVert present on behalf of the City of Gresham, Councilor Robert Moore and Debbie Noah excused, and Council President Dave Eichner arriving at 8:05 p.m.

PH-1 The Multnomah County Board of Commissioners and the Gresham City Council Will Convene for the Purpose of Receiving Public Testimony on the Proposed Abatement Contract Between Multnomah County, the City of Gresham and Fujitsu Microelectronics, Inc., to Exempt Portions of Fujitsu Microelectronics' Proposed Project from Property Tax Assessments Under the Strategic Investment Program (SIP) Pursuant to ORS 285.330 and Multnomah County's Strategic Investment Program Policy, as Adopted by Resolution 95-77. Public Testimony is Limited to Three Minutes Per Person. The Gresham City Council May Take Action on the Contract Agreement At the Conclusion of the Public Hearing.

COMMISSIONER SALTZMAN CORRECTION TO ERRONEOUS OREGONIAN ARTICLE. DICK ROMANO PRESENTATION OF FUJITSU CORPORATE POSITION STATEMENT AND RESPONSE TO QUESTIONS AND COMMENTS OF CHAIR STEIN AND MAYOR McROBERT. PFM CONSULTANT PAT CLANCEY FINANCIAL OVERVIEW PRESENTATION AND RESPONSE TO BOARD QUESTIONS. PSU PROFESSOR TOM POTIOWSKY ECONOMIC IMPACT ANALYSIS PRESENTATION AND RESPONSE TO BOARD QUESTIONS. COUNTY COUNSEL SANDRA DUFFY CONTRACT AND FIRST SOURCE AGREEMENT PRESENTATION, DISCUSSION OF PROPOSED CHANGES AND RESPONSE TO BOARD QUESTIONS. COMMISSIONER TANYA

COLLIER NEGOTIATING TEAM PRESENTATION. GRESHAM NEGOTIATOR ROB FUSSELL PRESENTATION IN SUPPORT OF FUJITSU TAX ABATEMENT.

BOB ROBISON, ON BEHALF OF PORTLAND COMMISSIONER GRETCHEN KAFOURY, WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO TAX ABATEMENT. PAUL THALHOFER TESTIMONY IN SUPPORT. JEAN RIDINGS WRITTEN AND ORAL TESTIMONY IN OPPOSITION. SUE O'HALLORAN AND JERRY GILLHAM TESTIMONY IN SUPPORT. DICK MANLEY TESTIMONY IN OPPOSITION. DAVID MAZZA WRITTEN AND ORAL TESTIMONY IN OPPOSITION. RON CRAIG WRITTEN AND ORAL TESTIMONY IN SUPPORT. PATRICK WHITCOMB TESTIMONY IN OPPOSITION. BERTHA FERRÁN WRITTEN AND ORAL TESTIMONY IN SUPPORT. TOM USTACH TESTIMONY IN OPPOSITION. NEIL BEROZ TESTIMONY IN SUPPORT. STEPHEN PRICE TESTIMONY IN OPPOSITION. TERRY McCALL TESTIMONY IN SUPPORT. ZACK SEMKE TESTIMONY IN OPPOSITION. MICHAEL DILLON TESTIMONY IN SUPPORT. BARBARA DAVIS TESTIMONY IN OPPOSITION. SHAR GiRARD TESTIMONY IN SUPPORT. ROSE MARY JOSLIN AND EVERETT ANTTILA TESTIMONY IN OPPOSITION. DUANE ROBINSON TESTIMONY IN SUPPORT. LISA TELLEFSON TESTIMONY IN OPPOSITION. MARK NUISMER TESTIMONY IN OPPOSITION. HAROLD WILLIAMS TESTIMONY IN SUPPORT. TOM CROPPER, GERRI PECK, FRANK GEARHART, BILL RESNICK, JOHN MARKS, JENNIFER JORDAN, TERI DUFFY, BONNIE MARINO-BLAIR, WILLIS BLAIR AND LOUISE WEIDLICH TESTIMONY IN OPPOSITION. DAN HARMON TESTIMONY IN SUPPORT. DAN VIZZINI WRITTEN AND ORAL TESTIMONY IN OPPOSITION. JIM WORTHINGTON TESTIMONY IN SUPPORT.

There being no further public testimony, Chair Stein recessed the joint hearing at 9:45 p.m. and Mayor McRobert convened the Gresham City Council meeting at 9:53 p.m.

SANDRA DUFFY, DICK ROMANO, RON CRAIG, PAT CLANCY, TANYA COLLIER, DAN SALTZMAN, CAROL POPE AND ROB FUSSELL EXPLANATION AND RESPONSE TO COUNCIL QUESTIONS, COMMENTS AND DISCUSSION. COUNCIL STATEMENTS IN SUPPORT OF TAX ABATEMENT AND EFFORTS OF FUJITSU AND NEGOTIATING TEAM.

COUNCILOR GALLAGHER MOVED AND COUNCILOR EICHNER SECONDED, TO APPROVE AND RECOMMEND TO MULTNOMAH COUNTY, THE STRATEGIC INVESTMENT PROGRAM AGREEMENT BETWEEN MULTNOMAH COUNTY, THE CITY OF GRESHAM AND FUJITSU, AND TO AUTHORIZE THE MAYOR AND THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF GRESHAM, WITH THE AMENDMENTS LISTED IN DRAFT 16, AND THE AMENDMENTS OF COMMISSIONER SALTZMAN AS FOLLOWS: PAGE 1, COMMUNITY SERVICE FEE, DELETE PARAGRAPH B "RELATED TO THE FACILITY"; PAGE 14, LINE 6, REFERRING TO THE $500,000 HOUSING PAYMENT, CHANGE "COUNTY" TO "BOARD OF COUNTY COMMISSIONERS", AND ADD "CONSULTATION WITH THE GRESHAM CITY COUNCIL AND THE GRESHAM COMMUNITY DEVELOPMENT HOUSING CORPORATION AND THE COUNTYWIDE HCDC". MOTION UNANIMOUSLY APPROVED.

There being no further business, the meeting was adjourned at 11:00 p.m.

Tuesday, July 18, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFINGS

B-1 Presentation of the Mt. Hood Cable Regulatory Commission Staff Report on Community Needs Ascertainment for Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village; and the Paragon Cable Franchise Renewal. Presented by David Olson and Julie Omelchuck.

POSTPONED TO 9:30 AM, TUESDAY, AUGUST 15, 1995.

B-2 Status Update on the Proposed Willamette River Bridge Financing Package. Presented by Kathy Busse.

KATHY BUSSE, SHARRON M. WOOD AND STAN GHEZZI SLIDE PRESENTATION AND RESPONSE TO BOARD QUESTIONS AND DISCUSSION.

Tuesday, July 18, 1995 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the regular meeting at 10:35 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen, Tanya Collier and Dan Saltzman present.

R-1 Request for Ratification of Abatement Contract Between Multnomah County, the City of Gresham and Fujitsu Microelectronics, Inc., to Exempt Portions of Fujitsu Microelectronics' Proposed Project from Property Tax Assessments Under the Strategic Investment Program (SIP) Pursuant to ORS 285.330 and Multnomah County's Strategic Investment Program Policy, as Adopted by Resolution 95-77

PAT CLANCY FINANCIAL OVERVIEW, SANDRA DUFFY CONTRACT DETAIL, AND PAMELA WEV

RELATED BENCHMARKS PRESENTATION. MS. DUFFY RESPONSE TO BOARD QUESTIONS. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF STRATEGIC INVESTMENT PROGRAM AGREEMENT BETWEEN MULTNOMAH COUNTY, CITY OF GRESHAM AND FUJITSU MICROELECTRONICS AND TO EXECUTE THE AGREEMENT ON BEHALF OF MULTNOMAH COUNTY.

BONNIE MARINO-BLAIR WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO TAX ABATEMENT. ALAN JONES TESTIMONY IN SUPPORT OF TAX ABATEMENT.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECOND, APPROVAL OF THE FOLLOWING AMENDMENTS: DELETE "MHCC BUDGET" AND REPLACE WITH "STRATEGIC WORKFORCE DEVELOPMENT PROGRAM" FROM EXHIBIT SECTION; REMOVE "RELATED TO THE FACILITY" FROM PAGE 1, SECTION B; ADD "OPERATORS 229, TECHNICIANS 124, ENGINEERS 48, ADMINISTRATIVE 74, SUPERVISORS 60" TO 1995 MATRIX FIGURES TO PAGE 3; ADD "FMI SHALL PROVIDE SUPERVISORS OF TEMPORARY OPERATORS AND OPERATOR I WITH PERFORMANCE CRITERIA SO THAT IF ANY EMPLOYEE FAILS TO MEET THESE THEY WILL BE REFERRED TO THE DEPARTMENT OF HUMAN RESOURCES BEFORE DISCIPLINARY ACTION. FMI'S DEPARTMENT OF HUMAN RESOUCES SHALL CONNECT AN EMPLOYEE FROM THE TARGETED POPULATION WITH THE APPROPRIATE PROVIDER OF COUNSELING SUPPORT AS IDENTIFIED BY THE COUNTY. THIS ADDITIONAL COOPERATIVE EFFORT INCLUDING EMPLOYEES WHO ARE AT THE RISK OF BEING TERMINATED FOR CAUSE

WHICH IS INTENDED TO IMPROVE EMPLOYEE RETENTION FIGURES SHALL BE TAKEN FOR THE FIRST YEAR OF EMPLOYMENT INCLUDING THE TEMPORARY PERIOD ON BEHALF OF AN EMPLOYEE FROM THE TARGETED POPULATION. NOTHING IN THIS PROVISION OVERRIDES FMI'S STANDARDS FOR EMPLOYMENT AS SET BY FMI'S PERSONNEL POLICIES AND PROCEDURES. THE EMPLOYEES FROM THE TARGETED POPULATION SHALL HAVE NO SPECIAL OR ADDITIONAL RIGHTS ARISING FROM THE FSA" TO PAGE 5; ADDING SECTION O, TUITION REIMBURSEMENT TO PAGE 7; ADD THE WORD "PROPERTY" PRIOR TO "TAX ABATEMENT" IN SECOND PARAGRAPH, PAGE 7; DELETE THE WORD "FOLLOWS" FROM MIDDLE PARAGRAPH, PAGE 11; DELETE PARAGRAPH B LANGUAGE AND SECOND FOOTNOTE AT BOTTOM OF PAGE AND ADD "SCHEDULE OF PERSONNEL FOR THE ENTIRE PROJECT FOR EACH FIRM. THE SCHEDULE OF PERSONNEL FOR THE PROJECT FOR FMI SHALL BE", FROM PAGE 12; ADD SCHOOL TO WORK LANGUAGE TO SECTION 2, PAGE 13; DELETE THE WORDS "EITHER" AND "REGULAR" AND ADD THE WORD "TEMPORARIES" FROM THE FIRST PARAGRAPH, PAGE 15; REPLACE THE WORD "COUNTY" WITH "THE BOARD OF COUNTY COMMISSIONERS" AND ADD "IN CONSULTATION WITH GRESHAM CITY COUNCIL AND THE GRESHAM COMMUNITY DEVELOPMENT HOUSING CORPORATION AND THE COUNTYWIDE HCDC" FROM SECTION 2, PAGE 15; NUMBER CHANGES TO PAGE 16; CHANGE "FMI REPORTING REQUIREMENTS" TO "REPORTING REQUIREMENTS" ON PAGE 19; DELETE "THESE WHICH ARE SUBMITTED TO THE COUNTY", "THEM" AND "THESE" "WHICH" AND "CONTAIN" AND ADD "FMI PROPRIETORY INFORMATION CONTAINED IN REPORTS AND DOCUMENTS SUBMITTED BY

FMI TO THE COUNTY IN SUPPORT OF THE REPORT IS SUBMITTED IN CONFIDENCE. COUNTY AGREES TO TREAT PROPRIETORY INFORMATION IN A CONFIDENTIAL MANNER WHILE ANY SUCH DOCUMENTS SUBMITTED TO THE COUNTY BECOMES PUBLIC RECORDS" TO PAGE 20; DELETE "THE NUMBER OF EMPLOYEES WHO" FROM C, PAGE 22; DELETE "WHETHER IT IS" AND ADD "THE NUMBER OF EMPLOYEES RECEIVING" TO 2, PAGE 22; DELETE "HOW MANY" AND ADD "THE NUMBER OF CHILDREN" TO 7, PAGE 23; DELETE SECTION B, TRANSPORTATION, ON PAGE 23; DELETE VARIOUS WORDS FROM SECTIONS D AND F, PAGE 24 AND RELETTER SECTIONS C, D, E AND F; ADD SPECIFIC LANGUAGE REGARDING ENVIRONMENTAL MANAGEMENT PLAN TO PAGE 27; ADD "THE COUNTY SHALL ALSO PREPARE AN ANNUAL REPORT TO THE PUBLIC DESCRIBING FMI'S COMPLIANCE WITH THE TERMS OF THIS AGREEMENT" TO 5, PAGE 28; DELETE THE WORD "EXEMPTION" AND ADD THE WORD "ABATEMENT" TO PAGE 29; REPLACE THE WORD "COUNTY" WITH "THE BOARD OF COUNTY COMMISSIONERS AFTER CONSULTATION WITH THE CITY OF GRESHAM" TO PAGE 37; REMOVE THE WORD "IS" AND ADD "THE ATTACHED EXHIBITS ARE" FROM D, PAGE 38. AMENDMENTS UNANIMOUSLY APPROVED.

COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF EXCLUSIVE FULL-SERVICE FIRST SOURCE HIRING AGREEMENT BETWEEN FUJITSU MICROELECTRONICS, PORTLAND DEVELOPMENT COMMISSION AND MULTNOMAH COUNTY, REVIEWED BY CITY OF GRESHAM. COMMISSIONER COLLIER MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF THE FOLLOWING

AMENDMENTS: PAGE 2, DELETE "MULTNOMAH EDUCATIONAL SERVICE DISTRICT"; PAGE 3, DELETE "AND COUNTY" AND ADD "AS AN INDIVIDUAL WHO POSSESSES CORE COMPETENCIES, ABILITIES, TRAINING OR EXPERIENCE WHICH ARE CONSISTENT WITH THE JOB DESCRIPTION FOR THE SPECIFIC POSITION. CRITERIA FOR IDENTIFYING A QUALIFIED APPLICANT SHALL BE CONSISTENT WITH FMI JOB DESCRIPTIONS AND THIS AGREEMENT."; PAGE 4, NUMBER 12, DELETE "MULTNOMAH COUNTY SHALL DEVELOP A WORKING DEFINITION OF THIS TERM." AND ADD THE DEFINITION OF THE TERM UNDEREMPLOYED: "PERSONS EMPLOYED FOR UNDER 35 HOURS PER WEEK WHO DESIRE FULLTIME EMPLOYMENT AND/OR PERSONS WORKING FULLTIME AT A POSITION BELOW THEIR SKILL LEVEL."; PAGE 5, NUMBER 3, DELETE "MULTNOMAH EDUCATIONAL SERVICE DISTRICT"; PAGE 6, NUMBER 7, DELETE "AFTER FMI HAS HIRED AN APPLICANT REFERRED BY JOBNET, JOBNET SHALL NOT BE RESPONSIBLE FOR THE EMPLOYEES ACTIONS." AND ADD "JOBNET SHALL NOT BE RESPONSIBLE FOR AN APPLICANT'S ACTIONS DURING ANY PORTION OF THE REFERRAL OR EMPLOYMENT PROCESS."; PAGE 7, NUMBER F(2) ADD "OR IF JOBNET AND COUNTY FAIL TO ARRIVE AT A MUTUALLY SATISFACTORY AGREEMENT."; PAGE 9, G, DELETE "ACT AS A CONTACT FOR REFERRAL FOR FMI SUPERVISORS WHO IDENTIFY TARGETED POPULATION EMPLOYEES AS A HAVING A PROBLEM WHICH INTERFERES WITH THEIR EMPLOYMENT." AMENDMENTS UNANIMOUSLY APPROVED. COMMISSIONER KELLEY DISCUSSED CONCERNS WITH JOBNET RECRUITMENT LANGUAGE ON PAGE 4. MICHAEL DILLON OF MT. HOOD COMMUNITY COLLEGE AND MICHAEL OGAN OF PORTLAND DEVELOPMENT

COMMISSION COMMENTS IN RESPONSE. COMMISSIONER COLLIER, SANDRA DUFFY, ROB FUSSELL AND PAT CLANCY EXPLANATION IN RESPONSE TO BOARD QUESTIONS AND DISCUSSION. FIRST SOURCE HIRING AGREEMENT UNANIMOUSLY APPROVED, AS AMENDED. MS. DUFFY CLARIFIED THAT COUNTY IS ACCEPTING THIRD PARTY BENEFICIARY STATUS UNDER THIS AGREEMENT.

COMMISSIONERS SALTZMAN, KELLEY, HANSEN AND COLLIER PRESENTED STATEMENTS AND COMMENTS IN SUPPORT OF STRATEGIC INVESTMENT PROGRAM AGREEMENT AND ACKNOWLEDGED EFFORTS OF NEGOTIATING TEAM. CHAIR STEIN ACKNOWLEDGED CONTRIBUTIONS OF NEGOTIATING TEAM AND PRESENTED STATEMENT IN OPPOSITION TO GRANTING A PROPERTY TAX ABATEMENT. AGREEMENT APPROVED, WITH COMMISSIONERS KELLEY, HANSEN, COLLIER AND SALTZMAN VOTING AYE, AND CHAIR STEIN VOTING NO.

There being no further business, the meeting was adjourned at 11:50 a.m.

Tuesday, July 18, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

Chair Beverly Stein convened the planning meeting at 1:31 p.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Tanya Collier present, and Dan Saltzman present at 1:35 p.m.

P-1 ORDER in the Matter of Multnomah County Appointing Planning and Zoning Hearings Officers

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER COLLIER, ORDER 95-146 WAS UNANIMOUSLY APPROVED.

Commissioner Saltzman arrived at 1:35 p.m.

P-2 First Reading of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policy 34, Trafficways, and the Accompanying Functional Classification of Trafficways Map

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF FIRST READING. ED PICKERING EXPLANATION. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING <u>THURSDAY, JULY 27, 1995</u>.

P-3 <u>SEC 8-94</u> DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD. (Continued from May 23, 1995 and June 27, 1995)

PLANNER MARK HESS PRESENTED STAFF REPORT. HEARINGS OFFICER JOAN CHAMBERS EXPLANATION OF CRITERIA, APPLICABLE PROVISIONS, FINDINGS, KEY ISSUES, INTERPRETATION AND OTHER ISSUES LEADING TO DECISION.TO UPHOLD PLANNING DIRECTOR DECISION. APPELLANT DAN McKENZIE PRESENTED ORAL AND WRITTEN TESTIMONY AND EXHIBITS IN OPPOSITION TO PLANNING DIRECTOR AND HEARINGS OFFICER DECISIONS. RALPH ROSENLUND TESTIMONY IN SUPPORT OF AFFIRMING PLANNING DIRECTOR AND HEARINGS OFFICER DECISIONS AND SEC PERMIT. ARNOLD

ROCHLIN PRESENTED ORAL AND WRITTEN TESTIMONY IN SUPPORT OF AFFIRMING PLANNING DIRECTOR AND HEARINGS OFFICER DECISIONS AND SEC PERMIT, AND REQUESTED TIME TO REVIEW APPELLANT'S SUBMITTALS. SCOTT ROSENLUND AND NANCY ROSENLUND TESTIMONY IN SUPPORT OF AFFIRMING PLANNING DIRECTOR AND HEARINGS OFFICER DECISIONS. MR. McKENZIE REBUTTAL TO ISSUES RAISED IN MR. ROCHLIN'S TESTIMONY. IN RESPONSE TO A QUESTION OF CHAIR STEIN, COUNTY COUNSEL JOHN DuBAY SUGGESTED A RECESS WHILE THE BOARD AND PARTIES REVIEW MR. McKENZIE'S EXHIBITS AND THE BOARD DETERMINES WHETHER THEY MAY BE ADDED TO THE RECORD.

The hearing was recessed at 2:37 p.m. and reconvened at 2:47 p.m.

MR. HESS EXPLAINED THAT THE COMPLETE SEC 8-94 FILE REFERRED TO IN HIS INTRODUCTORY COMMENTS INCLUDES THE HEARINGS OFFICER PROCEDURE, PRIOR PROCEEDINGS FOR THE ADMINISTRATIVE DECISION, AND THE ZONING VIOLATION FILE ZV 29-94, AND WAS SUBMITTED TO THE OFFICE OF THE BOARD CLERK ON MAY 22, 1995. THERE BEING NO REQUEST FOR CONTINUANCE OR OBJECTION TO ANY ASPECT OF THE HEARING, CHAIR STEIN CLOSED THE HEARING. COMMISSIONER COLLIER MOVED AND COMMISSIONER KELLEY SECONDED, TO UPHOLD THE HEARINGS OFFICER DECISION, DENY THE APPEAL AND APPROVE THE APPLICATION. MOTION UNANIMOUSLY APPROVED.

FINAL ORDER 95-147 IN THE MATTER OF THE REVIEW OF THE HEARINGS OFFICER DECISION WHICH APPROVED SEC 8-94, A SIGNIFICANT ENVIRONMENTAL CONCERN (SEC) PERMIT FOR THE "ROSENLUND ADDITION" FILED

WITH BOARD CLERK ON THURSDAY, JULY 20, 1995.

There being no further business, the planning meeting was adjourned at 2:50 p.m.

Thursday, July 20, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

Chair Beverly Stein convened the regular meeting at 9:31 a.m., with Vice-Chair Sharron Kelley, Commissioners Gary Hansen and Dan Saltzman present, and Commissioner Tanya Collier excused.

CHAIR STEIN INTRODUCED AND THE BOARD GREETED ST. ANDREWS SUMMER DAY CAMP VISITORS.

CONSENT CALENDAR

UPON MOTION OF COMMISSIONER KELLEY SECONDED BY COMMISSIONER HANSEN, THE CONSENT CALENDAR (ITEMS C-1 THROUGH C-20) WAS UNANIMOUSLY APPROVED.

NON-DEPARTMENTAL

C-1 In the Matter of the Re-Appointment of John Wight to the MERIT CIVIL SERVICE COUNCIL

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 ORDER in the Matter of Purchase and Sale Agreement for the Sale of Certain Real Property to Fiona Erika Dady

ORDER 95-148.

C-3 ORDER in the Matter of the Execution of Deed D951196 for Repurchase of Tax Acquired Property to Former Owner Homestead Holding Co. Inc.

ORDER 95-149.

C-4 ORDER in the Matter of the Execution of Deed D951198 Upon Complete Performance of a Contract to Melissa Nolind

ORDER 95-150.

C-5 ORDER in the Matter of the Execution of Deed D951202 for Certain Tax Acquired Property to Michael J. Bross

ORDER 95-151.

C-6 ORDER in the Matter of the Execution of Deed D951203 Upon Complete Performance of a Contract to Charles L. Williams and Leslee Williams, Husband and Wife

ORDER 95-152.

C-7 ORDER in the Matter of the Execution of Deed D951205 Upon Complete Performance of a Contract to Richard Renton and Roxanne Renton

ORDER 95-153.

C-8 ORDER in the Matter of the Execution of Deed D951207 Upon Complete Performance of a Contract to Dwight M. Shank and Shirley F. Shank

ORDER 95-154.

C-9 ORDER in the Matter of the Execution of Deed D951208 Upon Complete Performance of a Contract to Heritage Properties, Inc. 1/2 and Gary and Mary Arlene Moberly 1/2

ORDER 95-155.

C-10 ORDER in the Matter of the Execution of Deed D951209 for Repurchase of Tax Acquired Property to Former Owner Margaret McGee

ORDER 95-156.

C-11 ORDER in the Matter of Approval of Contract 15779 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Thomas E. Miller

ORDER 95-157.

C-12 ORDER in the Matter of Contract 15793 for the Sale of Certain Real Property to G & B Investments

ORDER 95-158.

C-13 ORDER in the Matter of Contract 15794 for the Sale of Certain Real Property to Ronald Engesether, Jr.

ORDER 95-159.

C-14 ORDER in the Matter of Contract 15796 for the Sale of Certain Real Property to Karl H. Keener and Linda Ann Keener

ORDER 95-160.

C-15 ORDER in the Matter of Contract 15797 for the Sale of Certain Real Property to Jeffrey Fish

ORDER 95-161.

C-16 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 301694 Between the Oregon Department of Transportation, Multnomah County and Tri-Met, Allowing Tri-Met to Bid and Award the Construction Project for Pedestrian Shelters and Bicycle Storage Facilities at 9 East County Light Rail Stations

DEPARTMENT OF COMMUNITY CORRECTIONS

C-17 Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 900265 Between the City of Portland and Multnomah County, Wherein City Funds $107,152 to Participate in Contract with the Council for Prostitution Alternatives, Inc., Providing Services for Women Leaving Prostitution

DEPARTMENT OF JUVENILE JUSTICE SERVICES

C-18 Ratification of Intergovernmental Agreement Contract 700076 Between the City of Portland and Multnomah County, Providing the Stipend for a

Weekly Restitution Program Entitled "Payback" Wherein Adjudicated and Diverted Youth Perform Maintenance Work at City Water Bureau Sites

C-19 Budget Modification JJD 2 Requesting Authorization to Add $7,000 in City of Portland Revenues to the Detention Division Budget for the Project "Payback" Program

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-20 Ratification of Intergovernmental Agreement Contract 104715 Between the Oregon Department of Human Resources, Children's Services Division and Multnomah County, Providing $170,040 in Funding for Substance Abuse Services for Clients of the Multi-Agency Family Support Team Project, for the Period July 1, 1995 through June 30, 1997

REGULAR AGENDA

PUBLIC COMMENT

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

RICHARD KOENIG PRESENTED WRITTEN AND ORAL COMMENTS REGARDING FAMILY SERVICES MEDIATION PROGRAM.

NON-DEPARTMENTAL

R-2 Presentation of Employee Service Awards Honoring 28 Multnomah County Employees with Five to Twenty Years of Service

BOARD GREETED, ACKNOWLEDGED AND PRESENTED 5 YEAR AWARDS TO BRUCE LLOYD, ANNETTE POTTS, BRIAN SCAZZAFAVO, JAMES SURRENCY AND DONNA WALTMAN OF ASD; MARIE GRIFFITHS OF DCC; PATRICIA FRAHLER OF DES; KARL JOHNSON OF JJD; AND NANCY McCOY, CAROL WARD AND JERRY WALKER OF NOND. 10 YEAR AWARDS TO LESLIE BRUNTON OF DA; JERRY BUCHANAN, GAIL McKEEL, STEVEN MILES AND CAROL NICHOLS OF DES. 15 YEAR AWARDS TO JANET

HENDRY OF DCC; RICKIE GILMORE, JOHN LOCKHART, SANDRA McFARLAND, SHARYN MIDDLETON, EDGARDO RIVERA AND TERESA RUTLEDGE OF DES; AND MARY BOYER OF NOND. 20 YEAR AWARDS TO MICHAEL BUFTON, SHIRLEY BURLINGHAM AND RALPH SCHAFFER, JR. OF DES.

DEPARTMENT OF COMMUNITY CORRECTIONS

R-3 Presentation of Multnomah County Department of Community Corrections Employee Recognition Awards to Employee of the Year: Kathleen Treb; Highest Professional Standards: Dave Landis, Peter Sturdevant, Carl Goodman and Robin Rossmiller; Meritorious Service: Bill Bender, OB Addy, Kwame Boateng, Mike Grimes, Gloria Maier and Karen Rhein; and Community Recognition: Matthew Delenikos and Katy Gallagher

UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER HANSEN, PROCLAMATION 95-162 IN THE MATTER OF RECOGNIZING THE CONTRIBUTIONS OF KATHY TREB, DAVE LANDIS, PETER STURDEVANT, CARL GOODMAN, ROBIN ROSSMILLER, BILL BENDER, OB ADDY, KWAME BOATENG, MIKE GRIMES, GLORIA MAIER AND KAREN RHEIN WAS UNANIMOUSLY APPROVED. TAMARA HOLDEN PRESENTATION AND STAFF INTRODUCTIONS AS BOARD GREETED AND ACKNOWLEDGED EMPLOYEES.

NON-DEPARTMENTAL

R-4 First Reading of a Proposed ORDINANCE Amending Ordinance Nos. 720 and 771 to Make Changes in the Bylaws of the Metropolitan Human Rights Commission

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. HELEN CHEEK EXPLANATION. NO

ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JULY 27, 1995.

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-5 First Reading of a Proposed ORDINANCE Amending Fees for Action Proceedings and Administrative Actions Under MCC 5.10 and Moving County Surveyor Fees from MCC 11.45 to MCC 5.10

PROPOSED ORDINANCE READ BY TITLE ONLY. COPIES AVAILABLE. COMMISSIONER KELLEY MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF THE FIRST READING. JOHN DORST INTRODUCED NEW SURVEYOR ROBERT HOVDEN. MR. DORST EXPLANATION AND RESPONSE TO BOARD QUESTIONS. NO ONE WISHED TO TESTIFY. FIRST READING UNANIMOUSLY APPROVED. SECOND READING THURSDAY, JULY 27, 1995.

R-6 Ratification of Intergovernmental Agreement Contract 300186 Between Multnomah County and the Port of Portland, Addressing Procedures to Improve Collection of Property Taxes Owing on Account of Port Agreements with Taxable Entities

COMMISSIONER KELLEY MOVED AND COMMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-6. KATHY TUNEBERG EXPLANATION. SANDRA DUFFY RESPONSE TO BOARD QUESTIONS. AGREEMENT UNANIMOUSLY APPROVED.

R-7 ORDER in the Matter of Authorizing a Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes

COMMISSIONER KELLEY MOVED AND COMMISSIONER SALTZMAN SECONDED, APPROVAL OF R-7. MS. TUNEBERG EXPLANATION AND RESPONSE TO BOARD QUESTIONS. MS. TUNEBERG TO PROVIDE

COMMISSIONER KELLEY WITH ADDITIONAL INFORMATION. UPON MOTION OF COMMISSIONER SALTZMAN, SECONDED BY COMMISSIONER KELLEY, IT WAS UNANIMOUSLY APPROVED THAT LANGUAGE REFERRING TO ORDINANCE 795 BE DELETED FROM THE ORDER. ORDER 95-163 UNANIMOUSLY APPROVED, AS AMENDED.

DEPARTMENT OF HEALTH

R-8 Request for Approval of Contract 200726 Between Multnomah County and Buck Medical Services, dba American Medical Response, Northwest (AMR), Providing Exclusive Ambulance Franchise Services through 9-1-1 ALS Response, for the Period August 14, 1995 through August 14, 2000 (Continued from July 6, 1995)

COMMISSIONER SALTZMAN MOVED AND COMMISSIONER HANSEN SECONDED, APPROVAL OF R-8. BILL COLLINS EXPLANATION AND DISCUSSION OF FINAL CONTRACT CHANGES PURSUANT TO HIS JULY 19 MEMORANDUM. BETH BAUGHMAN OF COMMUNITY AMBULANCE PRESENTED WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO CONTRACT. LORI HAMM OF CARE AMBULANCE PRESENTED WRITTEN AND ORAL TESTIMONY IN OPPOSITION TO CONTRACT AND RESPONDED TO BOARD QUESTIONS. MR. COLLINS AND COUNTY COUNSEL LARRY KRESSEL RESPONSE TO BOARD QUESTIONS AND DISCUSSION. MR. KRESSEL AND CHAIR STEIN RESPONSE TO CONCERNS OF CARE AMBULANCE. MR. COLLINS RESPONSE TO QUESTIONS OF COMMISSISONER SALTZMAN. UPON MOTION OF COMMISSIONER KELLEY, SECONDED BY COMMISSIONER SALTZMAN, THE THREE AMENDMENTS PROPOSED VIA MR. COLLINS' MEMORANDUM OF JULY 19, 1995 REGARDING DISPOSABLE SUPPLIES REIMBURSEMENT RATES AND THE 90 SECOND BOEC DISPATCH

POLICY WERE UNANIMOUSLY APPROVED. CONTRACT UNANIMOUSLY APPROVED, AS AMENDED.

There being no further business, the meeting was adjourned at 10:26 a.m.

OFFICE OF THE BOARD CLERK
FOR MULTNOMAH COUNTY, OREGON

Deborah L. Bogstad

MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

AGENDA

MEETINGS OF THE MULTNOMAH COUNTY BOARD OF COMMISSIONERS

FOR THE WEEK OF

JULY 17, 1995 - JULY 21, 1995

Monday, July 17, 1995 - 7:00 PM - SIP Public Hearing . . . . . *Page 2*

Tuesday, July 18, 1995 - 9:30 AM - Board Briefing . . . . . *Page 2*

Tuesday, July 18, 1995 - 10:30 AM - Regular Meeting . . . . . *Page 2*

Tuesday, July 18, 1995 - 1:30 PM - Planning Items . . . . . *Page 3*

Tuesday, July 18, 1995 - PM - Board Briefing . . . . . *Page 3*
(IMMEDIATELY FOLLOWING PLANNING ITEMS)

Thursday, July 20, 1995 - 9:30 AM - Regular Meeting . . . . . *Page 3*

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

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

Produced through Multnomah Community Television

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

AN EQUAL OPPORTUNITY EMPLOYER

Monday, July 17, 1995 - 7:00 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PUBLIC HEARING

PH-1 *The Multnomah County Board of Commissioners and the Gresham City Council Will Convene for the Purpose of Receiving Public Testimony on the Proposed Abatement Contract Between Multnomah County, the City of Gresham and Fujitsu Microelectronics, Inc., to Exempt Portions of Fujitsu Microelectronics' Proposed Project from Property Tax Assessments Under the Strategic Investment Program (SIP) Pursuant to ORS 285.330 and Multnomah County's Strategic Investment Program Policy, as Adopted by Resolution 95-77. Public Testimony is Limited to Three Minutes Per Person. The Gresham City Council May Take Action on the Contract Agreement At the Conclusion of the Public Hearing.*

Tuesday, July 18, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

B-1 *Presentation of the Mt. Hood Cable Regulatory Commission Staff Report on Community Needs Ascertainment for Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village; and the Paragon Cable Franchise Renewal. Presented by David Olson and Julie Omelchuck. 1 HOUR REQUESTED.*

Tuesday, July 18, 1995 - 10:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

R-1 *Request for Ratification of Abatement Contract Between Multnomah County, the City of Gresham and Fujitsu Microelectronics, Inc., to Exempt Portions of Fujitsu Microelectronics' Proposed Project from Property Tax Assessments Under the Strategic Investment Program (SIP) Pursuant to ORS 285.330 and Multnomah County's Strategic Investment Program Policy, as Adopted by Resolution 95-77*

Tuesday, July 18, 1995 - 1:30 PM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

PLANNING ITEMS

P-1 *ORDER in the Matter of Multnomah County Appointing Planning and Zoning Hearings Officers*

P-2 *First Reading of a Proposed ORDINANCE Amending Comprehensive Framework Plan Policy 34, Trafficways, and the Accompanying Functional Classification of Trafficways Map*

P-3 *SEC 8-94* *DE NOVO HEARING, with Testimony Limited to 20 Minutes Per Side, Including Rebuttal, in the Matter of an Appeal of the April 3, 1995 Hearings Officer Decision AFFIRMING AND MODIFYING the Planning Director Decision and DENYING an Appeal in the Matter of APPROVING, Subject to Conditions, a Requested Significant Environmental Concern (SEC) Permit for an Addition to an Existing Single Family Dwelling, for Property Located at 5830 NW CORNELL ROAD. (Continued from May 23, 1995 and June 27, 1995)*

Tuesday, July 18, 1995 - PM
(IMMEDIATELY FOLLOWING PLANNING ITEMS)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

B-2 *Status Update on the Proposed Willamette River Bridge Financing Package. Presented by Kathy Busse. 45 MINUTES REQUESTED.*

Thursday, July 20, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

REGULAR MEETING

CONSENT CALENDAR

NON-DEPARTMENTAL

C-1 *In the Matter of the Re-Appointment of John Wight to the MERIT CIVIL SERVICE COUNCIL*

DEPARTMENT OF ENVIRONMENTAL SERVICES

C-2 *ORDER in the Matter of Purchase and Sale Agreement for the Sale of Certain Real Property to Fiona Erika Dady*

C-3 *ORDER in the Matter of the Execution of Deed D951196 for Repurchase of Tax Acquired Property to Former Owner Homestead Holding Co. Inc.*

C-4 *ORDER in the Matter of the Execution of Deed D951198 Upon Complete Performance of a Contract to Melissa Nolind*

C-5 *ORDER in the Matter of the Execution of Deed D951202 for Certain Tax Acquired Property to Michael J. Bross*

C-6 *ORDER in the Matter of the Execution of Deed D951203 Upon Complete Performance of a Contract to Charles L. Williams and Leslee Williams, Husband and Wife*

C-7 *ORDER in the Matter of the Execution of Deed D951205 Upon Complete Performance of a Contract to Richard Renton and Roxanne Renton*

C-8 *ORDER in the Matter of the Execution of Deed D951207 Upon Complete Performance of a Contract to Dwight M. Shank and Shirley F. Shank*

C-9 *ORDER in the Matter of the Execution of Deed D951208 Upon Complete Performance of a Contract to Heritage Properties, Inc. 1/2 and Gary and Mary Arlene Moberly 1/2*

C-10 *ORDER in the Matter of the Execution of Deed D951209 for Repurchase of Tax Acquired Property to Former Owner Margaret McGee*

C-11 *ORDER in the Matter of Approval of Contract 15779 for the Sale of Certain Tax Foreclosed Real Property to Former Owner Thomas E. Miller*

C-12 *ORDER in the Matter of Contract 15793 for the Sale of Certain Real Property to G & B Investments*

C-13 *ORDER in the Matter of Contract 15794 for the Sale of Certain Real Property to Ronald Engesether, Jr.*

C-14 *ORDER in the Matter of Contract 15796 for the Sale of Certain Real Property to Karl H. Keener and Linda Ann Keener*

C-15 *ORDER in the Matter of Contract 15797 for the Sale of Certain Real Property to Jeffrey Fish*

C-16 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 301694 Between the Oregon Department of Transportation, Multnomah County and Tri-Met, Allowing Tri-Met to Bid and Award the Construction Project for Pedestrian Shelters and Bicycle Storage Facilities at 9 East County Light Rail*

Stations

DEPARTMENT OF COMMUNITY CORRECTIONS

C-17 *Ratification of Amendment No. 1 to Intergovernmental Agreement Contract 900265 Between the City of Portland and Multnomah County, Wherein City Funds $107,152 to Participate in Contract with the Council for Prostitution Alternatives, Inc., Providing Services for Women Leaving Prostitution*

DEPARTMENT OF JUVENILE JUSTICE SERVICES

C-18 *Ratification of Intergovernmental Agreement Contract 700076 Between the City of Portland and Multnomah County, Providing the Stipend for a Weekly Restitution Program Entitled "Payback" Wherein Adjudicated and Diverted Youth Perform Maintenance Work at City Water Bureau Sites*

C-19 *Budget Modification JJD 2 Requesting Authorization to Add $7,000 in City of Portland Revenues to the Detention Division Budget for the Project "Payback" Program*

DEPARTMENT OF COMMUNITY AND FAMILY SERVICES

C-20 *Ratification of Intergovernmental Agreement Contract 104715 Between the Oregon Department of Human Resources, Children's Services Division and Multnomah County, Providing $170,040 in Funding for Substance Abuse Services for Clients of the Multi-Agency Family Support Team Project, for the Period July 1, 1995 through June 30, 1997*

REGULAR AGENDA

PUBLIC COMMENT

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

NON-DEPARTMENTAL

R-2 *Presentation of Employee Service Awards Honoring 27 Multnomah County Employees with Five to Twenty Years of Service*

DEPARTMENT OF COMMUNITY CORRECTIONS

R-3 *Presentation of Multnomah County Department of Community Corrections Employee Recognition Awards to Employee of the Year: Kathleen Treb; Highest Professional Standards: Dave Landis, Peter Sturdevant, Carl Goodman and Robin Rossmiller; Meritorious Service: Bill Bender, OB Addy, Kwame Boateng, Mike Grimes, Gloria Maier and Karen Rhein; and Community Recognition: Matthew Delenikos and Katy Gallagher*

NON-DEPARTMENTAL

R-4 *First Reading of a Proposed ORDINANCE Amending Ordinance Nos. 720 and 771 to Make Changes in the Bylaws of the Metropolitan Human Rights Commission*

DEPARTMENT OF ENVIRONMENTAL SERVICES

R-5 *First Reading of a Proposed ORDINANCE Amending Fees for Action Proceedings and Administrative Actions Under MCC 5.10 and Moving County Surveyor Fees from MCC 11.45 to MCC 5.10*

R-6 *Ratification of Intergovernmental Agreement Contract 300186 Between Multnomah County and the Port of Portland, Addressing Procedures to Improve Collection of Property Taxes Owing on Account of Port Agreements with Taxable Entities*

R-7 *ORDER in the Matter of Authorizing a Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes*

DEPARTMENT OF HEALTH

R-8 *Request for Approval of Contract 200726 Between Multnomah County and Buck Medical Services, dba American Medical Response, Northwest (AMR), Providing Exclusive Ambulance Franchise Services through 9-1-1 ALS Response, for the Period August 14, 1995 through August 14, 2000 (Continued from July 6, 1995)*

1995-3.AGE/6-11/dlb

MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS

BEVERLY STEIN •	CHAIR	• 248-3308
DAN SALTZMAN •	DISTRICT 1	• 248-5220
GARY HANSEN •	DISTRICT 2	• 248-5219
TANYA COLLIER •	DISTRICT 3	• 248-5217
SHARRON KELLEY •	DISTRICT 4	• 248-5213
CLERK'S OFFICE •	248-3277	• 248-5222

MULTNOMAH COUNTY COMMISSION MEETING AGENDA CHANGES

Tuesday, July 18, 1995 - 9:30 AM
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

B-1 *Presentation of the Mt. Hood Cable Regulatory Commission Staff Report on Community Needs Ascertainment for Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale and Wood Village; and the Paragon Cable Franchise Renewal. Presented by David Olson and Julie Omelchuck. 1 HOUR REQUESTED.*

POSTPONED TO 9:30 AM, TUESDAY, AUGUST 15, 1995.

Tuesday, July 18, 1995 - PM
(IMMEDIATELY FOLLOWING PLANNING ITEMS)
Multnomah County Courthouse, Room 602
1021 SW Fourth, Portland

BOARD BRIEFING

B-2 *Status Update on the Proposed Willamette River Bridge Financing Package. Presented by Kathy Busse. 45 MINUTES REQUESTED.*

MOVED UP TO 9:30 AM, TUESDAY, JULY 18, 1995.

1995-3.AGE/12/dlb
7/13/95

TANYA COLLIER
Multnomah County Commissioner
District 3

1120 SW Fifth St., Suite 1500
Portland, OR 97204
(503) 248-5217

M E M O R A N D U M

TO: Board Clerks
Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Commissioner Tanya Collier

DATE: May 31, 1995

SUBJECT: Scheduling Conflicts

I will be involved in SIP negotiations and therefore unable to attend the **June 6, 1995** budget briefing by the Health Department. I will have staff present so that I will be kept up to date.

Also, on **July 20, 1995** I will be absent from the regular Board meeting.

On **September 26, 1995** I will be unavailable for the 1:30 p.m. planning meeting.

Thank you for your attention to these matters.

TC:sf

BOARD OF
COUNTY COMMISSIONERS
1995 MAY 31 AM 11:02
MULTNOMAH COUNTY
OREGON

TANYA COLLIER
Multnomah County Commissioner
District 3

1120 SW Fifth St, Suite 1500
Portland, OR 97204
(503) 248-5217

M E M O R A N D U M

TO: Board Clerks
Chair, Beverly Stein
Commissioner Gary Hansen
Commissioner Sharron Kelley
Commissioner Dan Saltzman

FROM: Stuart Farmer

DATE: June 20, 1995

SUBJECT: Summer Schedule

Please excuse Commissioner Collier from the July 20 & July 27 Board meetings, the July 25 planning meeting and the August 1 briefing.

Thank you.

1995 JUN 20 PM 4:57
OREGON

Meeting Date: JUL 20 1995

Agenda No.: C-1

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: Re-Appointment to Merit Civil Service Council

BOARD BRIEFING: Date Requested: 7/13/96
Amount of Time Needed: Consent Agenda

REGULAR MEETING: Date Requested:
Amount of Time Needed:

DEPARTMENT: Nondepartmental DIVISION: Chair's Office

CONTACT: Delma Farrell TELEPHONE: X-3953
BLDG/ROOM: 106/1515

PERSON(S) MAKING PRESENTATION:

ACTION REQUESTED:

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

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

Re-appointment of John M. Wight to the Merit Civil Service Council for a 6-year term ending 7/30/01.

BOARD OF COUNTY COMMISSIONERS
1995 JUL -3 AM 9:19
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.
forms\apf.doc

MEETING DATE: JUL 20 1995

AGENDA NO: C-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Purchase and Sale Agreement to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to Auction Purchaser, **(purchaser bought property at 6/7/95 Auction, paid 10 % down at auction. Balance due October 5, 1995).**

Purchase & Sale Agreement and Board Order attached.

7/20/95 ORIGINAL AGREEMENT & COPIES x 2 OF ALL TO TAX TIME VIA RICH PAYNE

BOARD OF COUNTY COMMISSIONERS
1995 JUL -3 AM 8:21
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M Dix Jr. Rich Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Purchase and Sale Agreement for the Sale of Certain Real Property to	)	ORDER
	)	95-148
FIONA ERIKA DADY	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from FIONA ERIKA DADY a bid for the sum of $135,300.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than $13,160.00 in cash, the remainder of $122,140.00 to be paid in full by October 5, 1995; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a Purchase and Sale Agreement containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with FIONA ERIKA DADY for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

SUNNYSIDE & PLATS 2 & 3
E 80' OF LOT 9, BLOCK 45

for the sum of $135,300.00, payable as follows: $13,160.00 in cash upon the execution of this agreement, and the balance of $122,140.00 to be paid in full by October 5, 1995. Said Agreement to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 20th day of July , 1995

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

REAL ESTATE PURCHASE AND SALE AGREEMENT

FIONA ERIKA DADY, or assigns, (hereinafter referred to as "Purchaser"), hereby agree to purchase, and Multnomah County, Oregon (hereinafter referred to as "Seller"), hereby agrees to sell, all in accordance with the following terms, provisions and conditions, that certain real property described as follows:

SUNNYSIDE & PLATS 2 & 3
E 80' OF LOT 9, BLOCK 45

1. Purchase Price and Terms of Payment: The price shall be $135,300.00, of which the sum of $13,160.00 by way of deposit is now paid, the receipt whereof the Seller acknowledges, and the balance of $122,140.00 shall be paid in full on October 5, 1995 for completion of the purchase.

2. Conveyance of Title: Title to the Property shall be conveyed by Seller to Purchaser at closing by Bargain and Sale Deed, with no warranties of title.

3. Right of Entry Prior to Closing: Prior to closing, Purchaser or its agents may enter the property from time to time to inspect the Property, as needed. Purchaser shall indemnify and hold harmless Seller from the against any claim arising from work performed on the property, at Purchaser's request, prior to closing.

4. Property Sold "AS IS": Seller makes no representations or warranties with respect to the physical condition or any other aspect of the Property, including, without limitation, that the Property may have conformed to past, current, or future applicable zoning or building code requirements, the existence of soil and stability, past soil repair, soil additions, or conditions of soil fill of susceptibility to land slides, the sufficiency of any undershoring, the sufficiency of any drainage, whether the Property is located either wholly or partially in a flood plain or a flood hazard boundary or similar area, or any other matter affecting the stability or integrity of the Property. Purchaser expressly acknowledges that the Property is being sold and accepted AS-IS, and Purchaser hereby unconditionally and irrevocably waives any and all actual or potential rights Purchaser may have regarding any form of warranty, except as set forth in this Agreement, express or implied, of any kind or type, relating to the Property. Such waiver is absolute, complete, total, and unlimited in any way.

5. Statutory Land Use Disclaimer: The Property described in this instrument may not be within a fire protection district protecting structures. The Property is subject to land use laws and regulations, which in farm and forest zones, may not authorize construction or siting of a residence and which limit lawsuits against farming or forest practices as defined in ORS 30.930 in all zones. Before signing or accepting this instrument, the person acquiring fee title to the Property should check with the appropriate city or county planning department to verify approved uses and the existence of fire protection for structures.

6. Closing Date: This transaction shall close on or before October 5, 1995 however, on such date either party may by written notice to the other party postpone the closing date, but in no event shall that day be more than 15 days later than the above date of closing.

7. Possession: Upon closing of the purchase the Purchaser shall be entitled to possession.

8. Legal Fees and Modifications To This Agreement: In the event of any litigation arising out of this agreement, the losing party shall pay "all attorneys" fees and costs reasonably incurred by the prevailing party in connection with the litigation, and in the appeal of same. Any modification to the terms of this Agreement shall only be in writing, properly executed by both of the Seller and Purchaser.

9. Severability: If any term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10. Integration: This Agreement contains the entire agreement and understanding of the parties with respect to the purchase and sale of the property and supersedes all prior and contemporaneous agreements between them with respect to such purchase and sale.

11. Remedies: If Purchaser fails, through no fault of Seller, to close its acquisition of the Property, or otherwise fails to observe or comply with any of the foregoing terms and conditions, Seller shall retain $500 of the deposit paid by Purchaser. In the event Seller fails, through no fault of Purchaser, to close its sale of the Property, the Purchaser shall be entitled to repayment of the deposit with interest, at the statutory rate, from the date of deposit, in full satisfaction of all claims under this agreement or otherwise.

12. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

13. Time is of the Essence: Time is of the essence of this Agreement.

14. Notices: All notices required or permitted to be given hereunder shall be in writing and shall be sent by U.S. Certified Mail, return receipt requested, or by facsimile transmission addressed as set forth below:

Notices to Seller:

Name: MULTNOMAH COUNTY
TAX TITLE UNIT

Address: PO Box 2716
Portland OR 97208

Notices to Purchaser:

Name Fiona Dady

Name _____

Address 4006 SE 91st Ave
Portland, OR 97266

_____

AGREED AND ACCEPTED:

SELLER: MULTNOMAH COUNTY, OREGON

BY: _____
Beverly Stein, Chair
Multnomah County
Board of Commissioners

SEAL OF THE BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY OREGON

REVIEWED

BY: _____
Multnomah County Counsel

AGREED AND ACCEPTED:

PURCHASER: Fiona Erika Dady
(Print Name)

_____
(Signature)

PURCHASER: _____
(Print Name)

_____
(Signature)

ADDRESS: _____

_____

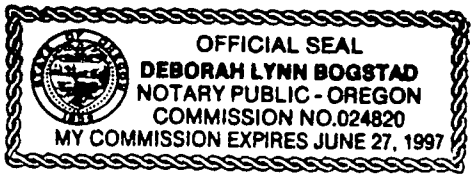
_____

SALEAGNC.FOR

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-3

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15730 **(Property originally purchased from auction).**

Deed D951196 and Board Order attached.

7/20/95 ORIGINAL Contract & copies of All x 2 to TAX TITLE VIA RICH PAYNE

1995 JUL -3 AM 9:19
MULTNOMAH COUNTY
OREGON
BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTRED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James A. Dan Rich Payne

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed D951196 for Repurchase of Tax Acquired Property to Former Owner HOMESTEAD HOLDING CO. INC.	)	ORDER 95-149

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that HOMESTEAD HOLDING CO. INC. is the former record owner thereof, and has applied to the county to repurchase said property for the amount of $15,000.00 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

JOHNSTON ACRES
E 105' OF LOT 8, BLOCK 3

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Deputy

DEED D951196

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HOMESTEAD HOLDING CO. INC., Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

JOHNSTON ACRES
E 105' OF LOT 8, BLOCK 3

The true and actual consideration paid for this transfer, stated in terms of dollars is $15,000.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

HOMESTEAD HOLDING CO. INC.
ATTN RITA AUBERT
PO BOX 42597
PORTLAND OR 97242

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July , 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

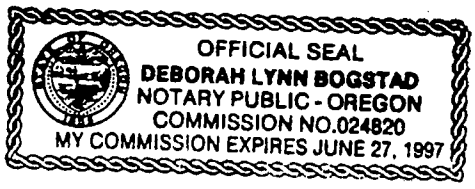
By Pat Frahler

After recording return to Multnomah County Tax Title PO Box 2716 Portland, Or 97208 166/200/Tax Collections

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-4

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/200/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15669 **(Property originally purchased at auction).**

Deed D951198 and Board Order attached.

7/20/95 ORIGINAL DEED & COPIES TO TAX TITLE VIA RICH PAYNE

1995 JUL -3 AM 9:20
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

SIGNATURES REQUIRED:

ELECTRED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951198 Upon Complete Performance of a Contract to	)	ORDER
MELISSA NOLIND	)	95-150

It appearing that heretofore on March 4, 1992, Multnomah County entered into a contract with MELISSA NOLIND for the sale of the real property hereinafter described; and

That the above contract purchaser has fully performed the terms and conditions of said contract and is now entitled to a deed conveying said property to said purchaser;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

WILLIAMS AVENUE ADD
LOT 5, BLOCK 12

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED D951198

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MELISSA NOLIND, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

WILLIAMS AVENUE ADD
LOT 5, BLOCK 12

The true and actual consideration paid for this transfer, stated in terms of dollars is $26,200.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

616 SE 33RD AVE
PORTLAND, OR 97214

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

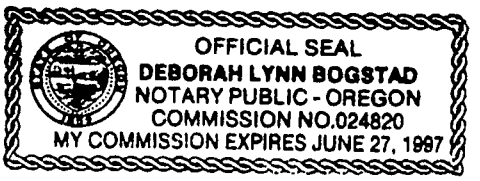
By _____

After recording, return to Multnomah County Tax Title, 166/200

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Auction Purchaser.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to Auction Purchaser, **(purchaser bought property at 6/7/95 Auction, paid in full at auction).**

Deed D951202 and Board Order attached.

7/20/95 ORIGINAL DEED & COPIES TO TAX TITLE VIA RICH PAYNE

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUL -3 AM 9:20

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed D951202 for Certain Tax Acquired Property to

MICHAEL J. BROSS

ORDER
95-151

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement offered said property at public sale as by law provided, and did receive from MICHAEL J. BROSS a bid for the sum of $250.00, which said sum was the highest and best bid for said property; that the Sheriff did deliver to the Purchaser a Certificate containing a description of the property sold, the whole purchase price, the amount paid in cash, and the balance to be paid upon delivery of a deed to said property; and

It further appearing that the said purchaser has tendered the amount due and is entitled to a deed to said property;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the purchaser the following described real property, situated in the County of Multnomah, State of Oregon:

OVERTON PARK
EXC S 50'-S 1/2/OF N 1/2 OF LOT 14, BLOCK A

Dated this 20th day of July, 1995

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BEVERLY STEIN, CHAIR

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By
Matthew O. Ryan, Deputy

DEED D951202

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MICHAEL J. BROSS, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

OVERTON PARK
EXC S 50'-S 1/2/OF N 1/2 OF LOT 14, BLOCK A

The true and actual consideration paid for this transfer, stated in terms of dollars is $250.00.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning Department to verify approved uses.

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

5829 SE MITCHELL ST PORTLAND OR 97206

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July , 1995 by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

BY _____
Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthey O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

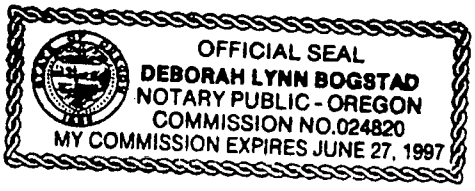
By _____

After recording return to 166/300/MULTNOMAH COUNTY TAX TITLE

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15701 **(Property originally purchased at auction)**.

Deed D951203 and Board Order attached.

7/20/95 ORIGINAL DEED & COPIES TO TAX TITLE VIA RECEIPT

1995 JUL -3 AM 8:22
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Bruce M. Dow

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951203 Upon Complete Performance of a Contract to CHARLES L. WILLIAMS AND LESLEE WILLIAMS, HUSBAND AND WIFE	)	ORDER 95-152

It appearing that heretofore, on July 21, 1992, Multnomah County entered into a contract with CHARLES L. WILLIAMS and AND LESLEE WILLIAMS, HUSBAND AND WIFE for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

PEAKE BROS HOME ACRES
TL #8 OF LOTS 22 & 23 (1991 ASSESSOR'S MAP)
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By
Matthew O. Ryan, Deputy

DEED D951203

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to CHARLES L. WILLIAMS and AND LESLEE WILLIAMS, HUSBAND AND WIFE, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

PEAKE BROS HOME ACRES
TL #8 OF LOTS 22 & 23 (1991 ASSESSOR'S MAP)
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is $14,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

2421 NE SARATOGA
PORTLAND, OR 97211

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Tuneberg

After recording, return to Multnomah County Tax Title (166/300)

R65260-1000

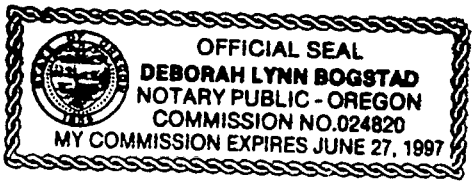
EXHIBIT A

The North 1/2 of the following: Being a part of Lots 22 and 23 Peake Bros. Home Acres more particularly described as follows: Beginning at a point on the West line of NE 192nd Avenue 89.72 feet North of the Southeast corner of said Lot 22; thence North along the East line of Lots 22 and 23, 100 feet; thence West parallel to the South line of Lot 22, 100 feet; thence South parallel to the West line of 192nd Avenue, 100 feet: thence East 100 feet to the beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15556 **(Property originally purchased at auction).**

Deed D951205 and Board Order attached.

7/20/95 ORIGINAL DEED & COPIES TO TAX TITLE VIA RICH PAYNE

1995 JUL -3 AM 9:22
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTRED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M. Dan

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951205 Upon Complete Performance of a Contract to RICHARD RENTON AND ROXANNE RENTON	)	ORDER 95-153

It appearing that heretofore, on October 22, 1990, Multnomah County entered into a contract with RICHARD RENTON and ROXANNE RENTON for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 21, 1S 1E
TL #236 0.24 ACRES
AS DESCRIBED ON ATTACHED EXHIBIT A

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED D951205

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to RICHARD RENTON and ROXANNE RENTON, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

SEC 21, 1S 1E
TL #236 0.24 ACRES
AS DESCRIBED ON ATTACHED EXHIBIT A

The true and actual consideration paid for this transfer, stated in terms of dollars is $7,500.00.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

340 SW CUSTER
PORTLAND, OR 97219

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

By K. A. Sunberg

After recording, return to Multnomah County Tax Title (166/300)

EXHIBIT A

(99121-2360)

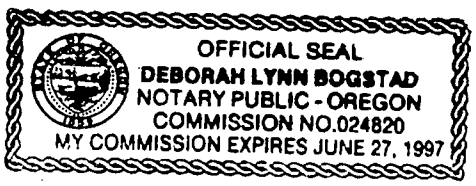
A tract of land in Section 21, Township 1 South, Range 1 East of Willamette Meridian in the City of Portland, County of Multnomah and State of Oregon described as follows:

Beginning at a point in the South line of SW Custer St (30 feet wide), which point is 30 feet South and 491 feet West of the Southwest corner of Block 66, Fulton Park; thence South 150 feet; thence West 70 feet; thence North 150 feet to the South line of SW Custer St; thence East 70 feet to the point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-8

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15633 **(Property originally purchased by former owner)**.

Deed D951207 and Board Order attached.

7/20/95 ORIGINAL DEED & COPIES TO TAX TITLE VIA REBA PAYNE

SIGNATURES REQUIRED:

ELECTRED OFFICIAL: _____

OR

DEPARTMENT MANAGER: James M Dan Rebapayne

BOARD OF COUNTY COMMISSIONERS
1995 JUL -3 AM 9:23
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951207 Upon Complete Performance of a Contract to DWIGHT M. SHANK AND SHIRLEY F. SHANK	)	ORDER 95-154

It appearing that heretofore, on November 12, 1991, Multnomah County entered into a contract with DWIGHT M. SHANK and SHIRLEY F. SHANK for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

STEPHENS ADD
LOT 4, BLOCK 130

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthew O. Ryan, Deputy

DEED D951207

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to DWIGHT M. SHANK and SHIRLEY F. SHANK, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

STEPHENS ADD
LOT 4, BLOCK 130

The true and actual consideration paid for this transfer, stated in terms of dollars is $20,561.37.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

2432 SE 11TH AVE
PORTLAND, OR 97214

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthey O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

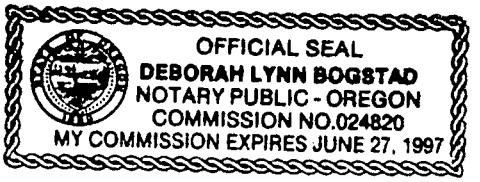
By _____

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-9

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Deed to Contract Purchaser for Completion of Contract.

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: Consent

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of deed to contract purchaser for completion of Contract #15737 **(Property originally purchased at auction)**.

Deed D951208 and Board Order attached.

7/20/95 Original Deed & copies to Tax Title via Rick Payne

1995 JUL -3 AM 8:21
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the matter of the Execution of Deed D951208 Upon Complete Performance of a Contract to HERITAGE PROPERTIES, INC. 1/2 AND GARY & MARY ARLENE MOBERLY 1/2	)	ORDER 95-155

It appearing that heretofore, on May 6, 1993, Multnomah County entered into a contract with HERITAGE PROPERTIES, INC. 1/2 and GARY & MARY ARLENE MOBERLY 1/2 for the sale of the real property hereinafter described; and

That the above contract purchasers have fully performed the terms and conditions of said contract and are now entitled to a deed conveying said property to said purchasers;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the contract purchasers the following described real property, situated in the County of Multnomah, State of Oregon:

VERNON
E 1/2 OF LOTS 1 & 2, BLOCK 13

Dated at Portland, Oregon this 20th day of July 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthey O. Ryan, Deputy

DEED D951208

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to HERITAGE PROPERTIES, INC. 1/2 and GARY & MARY ARLENE MOBERLY 1/2, Grantees, the following described real property, situated in the County of Multnomah, State of Oregon:

VERNON
E 1/2 OF LOTS 1 & 2, BLOCK 13

The true and actual consideration paid for this transfer, stated in terms of dollars is .

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

7234 SE YAMHILL ST
PORTLAND OR 97215

IN WITNESS WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20th day of July, 1995, by authority of an Order of the Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

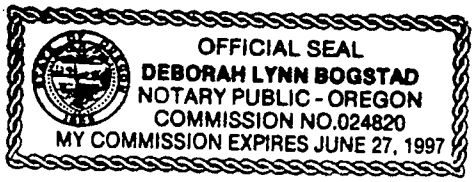
By K. A. Juneberg

After recording, return to Multnomah County Tax Title (166/300)

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-10

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Deed to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Deed to former owner, MARGARET MCGEE.

Deed D951209 and Board Order attached.

7/20/95 ORIGINAL DEED & copies to TAX TITLE VIA RECEIPT

1995 JUL -3 AM 8:21
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Jamie M. Dunn

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of the Execution of Deed D951209 for Repurchase of Tax Acquired Property to Former Owner MARGARET MCGEE	)	ORDER 95-156

It appearing that heretofore Multnomah County acquired the real property hereinafter described through foreclosure of liens for delinquent taxes, and that MARGARET MCGEE is the former record owner thereof, and has applied to the county to repurchase said property for the amount of $9,384.73 which amount is not less than that required by Section 275.180 ORS; and that it is for the best interests of the County that said application be accepted and that said property be sold to said former owner for said amount;

NOW, THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners execute a deed conveying to the former owner the following described property situated in the County of Multnomah, State of Oregon:

INA PARK
LOT 3, BLOCK 10

Dated at Portland, Oregon this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan, Deputy

DEED D951209

MULTNOMAH COUNTY, a political subdivision of the State of Oregon, Grantor, conveys to MARGARET MCGEE, Grantee, the following described real property, situated in the County of Multnomah, State of Oregon:

INA PARK
LOT 3, BLOCK 10

The true and actual consideration paid for this transfer, stated in terms of dollars is $9,384.73.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate City or County Planning department to verify approved uses.

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

MARGARET MCGEE
1315 NE 160TH AVE
PORTLAND OR 97230

IN WITNESS, WHEREOF, MULTNOMAH COUNTY has caused these presents to be executed by the Chair of the Multnomah County Board of County Commissioners this 20 day of July , 1995, by authority of an Order of said Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan, Deputy

DEED APPROVED:
Janice Druian, Director
Assessment & Taxation

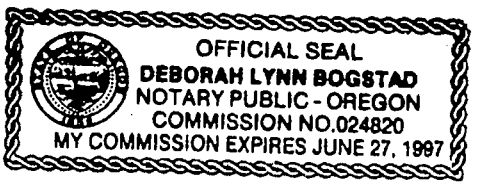
By

After recording return to Multnomah County Tax Title, 166/300/Tax Title

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-11

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Repurchase Contract to Former Owner

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: _____

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

Request approval of Repurchase Contract #15779 to former owner, THOMAS E. MILLER.

Contract #15779 and Board Order attached.

7/20/95 ORIGINAL CONTRACT & COPIES TO TAX TITLE VIA RICH PAYNE

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON
1995 JUL -3 AM 8:26

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Approval of Contract 15779 for the Sale of Certain Tax Foreclosed Real Property to Former Owner THOMAS E. MILLER	)	ORDER 95-157

WHEREAS, Multnomah County has acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes; and

WHEREAS, the former owner thereof has applied to the County to enter into a contract to repurchase said property for the amount of $6,247.80, which amount is not less than that required by ORS 275.180; and

WHEREAS, it is in the best interest of Multnomah County to accept the application and sell the property to the former owner for that amount; now therefore

IT IS HEREBY ORDERED that the Multnomah County Board of Commissioners hereby enters into a contract with THOMAS E. MILLER for the sale of real property described as MULTNOMAH, LOT 5, BLOCK 13 , in the County of Multnomah, State of Oregon; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute the attached real estate purchase contract; and

IT IS FURTHER ORDERED that the County Chair be and she hereby is, authorized to execute a deed conveying title of the property to the buyer upon successful completion of all provisions of the contract.

DATED this 20th day of July , 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15779

THIS AGREEMENT, made this 20th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and THOMAS E. MILLER hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

MULTNOMAH, LOT 5, BLOCK 13

A. Purchase Price.

Purchaser agrees to pay the sum of $6,247.80, to be paid $624.78 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $74.34 over a term of 120 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on June 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

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

4057 N ALBINA AVE
PORTLAND, OR 97227-1209

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before June 23, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
THOMAS E. MILLER

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

CONTRACT

MULTNOMAH COUNTY, OREGON TO

THOMAS E. MILLER

THE TRUE AND ACTUAL CONSIDERATION
PAID FOR THIS TRANSFER IS: $6,247.80

UNTIL A CHANGE IS REQUESTED, ALL
TAX STATEMENTS SHALL BE SENT TO
THE FOLLOWING ADDRESS:

4057 N ALBINA AVE
PORTLAND, OR 97227-1209

RETURN TO:

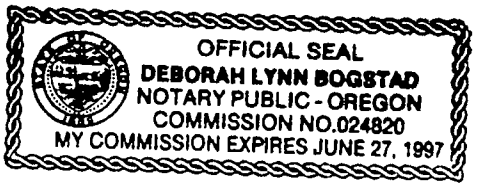
MULTNOMAH COUNTY, TAX TITLE UNIT
BUILDING 166, ROOM 300

CONTRACT # 15779

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-12

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Contract to Purchaser at Public Sale

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of contract to highest bidder at public auction sale held June 7, 1995 as per Board Order 95-62.

Contract #15793 and Board Order attached.

7/20/95 ORIGINAL CONTRACT & COPIES TO TAX TITLE VIA RICH PAYNE

1995 JUL -3 AM 8:20
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: _____.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15793	)	
for the Sale of Certain Real Property	)	*ORDER*
to	)	*95-158*
G & B INVESTMENTS	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from G & B INVESTMENTS a bid for the sum of $13,500.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than $3,000.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with G & B INVESTMENTS for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

NORTHWEST MT TABOR
TAXLOT #1 OF LOT 15-17 BLOCK 2 AS DESCRIBED IN ATTACHED EXHIBIT A

for the sum of $13,500.00, payable as follows: $3,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of $484.58 each, over a term of 24 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 20th *day of* July , 1995

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Deputy

CONTRACT 15793

THIS AGREEMENT, made this 20th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and G & B INVESTMENTS hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

NORTHWEST MT TABOR, TAXLOT #1 OF LOT 15-17 BLOCK 2
AS DESCRIBED IN ATTACHED EXHIBIT A

A. Purchase Price.

Purchaser agrees to pay the sum of $13,500.00, to be paid $3,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $484.58 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on July 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

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

PO BOX 1681
PORTLAND OR 97207

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before June 12, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
Richard L. Grady, Partner
G & B INVESTMENTS

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

EXHIBIT A

(61760-0470)

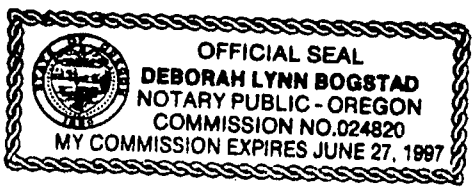
A tract of land in Block 2, of NORTHWEST MOUNT TABOR, a recorded subdivision in Multnomah County, State of Oregon, as follows:

The Northwesterly one-half of Lot 15 also that portion of Lots 16 and 17 described as follows: Beginning at the Northwest corner of said Lot 17; thence South, along the West line of said lot, 25 feet to a point; thence Easterly 100 feet more or less to the East line of said Lot 16 at a point 60 feet Southerly from the Northeast corner of said Lot 16; thence Northerly, along said East lot line, 60 feet to the Northeast corner of said Lot 16; thence Westerly, along the North lines of said Lots 16 & 17, to the point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-13

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Contract to Purchaser at Public Sale

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent _____.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.
BLDG/ROOM #: 166/200/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of contract to highest bidder at public auction sale held June 7, 1995 as per Board Order 95-62.

Contract #15794 and Board Order attached.

7/20/95 original contract & copies to Tax Title via Rich Payne

1995 JUL -3 AM 8:20
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: Janice M. Druian _____.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15794	)	
for the Sale of Certain Real Property	)	*ORDER*
to	)	*95-159*
RONALD ENGESETHER JR	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from RONALD ENGESETHER JR a bid for the sum of $49,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than $11,650.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with RONALD ENGESETHER JR for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

SEC 6, 1S 3E
TL #700 0.32 AC AS DESCRIBED ON ATTACHED EXHIBIT A

for the sum of $49,000.00, payable as follows: $11,650.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of $1,205.28 each, over a term of 36 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 20th *day of* July , *1995*

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By Matthew O. Ryan

Matthew O. Ryan, Deputy

CONTRACT 15794

THIS AGREEMENT, made this 20th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and RONALD ENGESETHER JR hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

SEC 6, 1S 3E, TL #700 0.32 AC
AS DESCRIBED ON ATTACHED EXHIBIT A

A. Purchase Price.

Purchaser agrees to pay the sum of $49,000.00, to be paid $11,650.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $1,205.28 over a term of 36 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on July 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

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

PO BOX 91550
PORTLAND OR 97291

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before June 9, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
RONALD ENGESETHER JR

SEAL OF THE BOARD OF COUNTY COMMISSIONERS OF MULTNOMAH COUNTY, OREGON
SEAL

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

EXHIBIT "A"

R-99306-1790

Commencing at the southeast corner of the west half of the southeast quarter of Section 6, 1 S, 3E; thence northerly along the east line of said west half of the southeast quarter of Section 6, 1030' to a point which is the southeast corner of the tract to be herein described; thence westerly and parallel with the south line of said west half of the southeast quarter of Section 5, 305' to the east line of S.E. 176th Avenue as surveyed and established; thence northerly and parallel with the east line of said west half of the southeast quarter of Section 6, 100'; thence easterly and parallel with the south line of said west half of the southeast quarter of the section, 305' to the east line of said west half of the southeast quarter of Section 6; thence southerly along the east line of said west half of the southeast quarter of Section 6, 100' to the point of beginning.

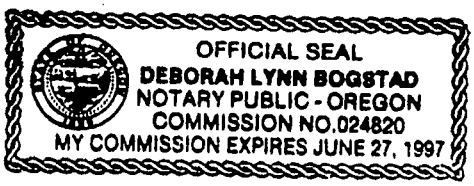
EXCEPT THEREFROM:

Beginning at the Southeast corner of the west 1/2 of the Southeast 1/4 of Section 6; thence north along the east line of said west 1/2 of the southeast 1/4 of Section 6 a distance of 1030 feet to the Southeast corner of Parcel 2 as described in that certain deed to James V Hawkins Jr et ux recorded March 29, 1948 in Book 1253 page 473; and the true point of beginning of the tract of land herein described; thence west along the south line of said parcel 2 a distance of 165 feet to a point that is 140 feet east of the east line of S.E. 176th Avenue; thence North parallel to the West line of said parcel 2 a distance of 100 feet to the North line of said Parcel 2; thence east along the north line of said parcel 165 feet to the west line of S.E. 178th Avenue; thence south along said west line 100 feet to the true point of beginning.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-14

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Contract to Purchaser at Public Sale

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.
BLDG/ROOM #: 166/300/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of contract to highest bidder at public auction sale held June 7, 1995 as per Board Order 95-62.

Contract #15796 and Board Order attached.

7/20/95 ORIGINAL CONTRACT & COPIES TO TAX TITLE VIA RICH PAYNE

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1995 JUL -3 AM 9:20

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: _____.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15796 for the Sale of Certain Real Property to KARL H. KEENER LINDA ANN KEENER	)))))	ORDER 95-160

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from KARL H. KEENER and LINDA ANN KEENER a bid for the sum of $5,800.00, which said sum was the highest and best bid for said property; said bidders offering to pay not less than $320.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidders a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidders have surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with KARL H. KEENER for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

WEST HIGHLANDS & EXT
W 25' LOT 1, BLOCK 3

for the sum of $5,800.00, payable as follows: $320.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of $252.90 each, over a term of 24 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the purchasers to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 20th day of July , 1995

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

John L. DuBay, Chief Deputy

CONTRACT 15796

THIS AGREEMENT, made this 20th day of July , 1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and KARL H. KEENER and LINDA ANN KEENER hereinafter called Purchasers; the County agrees to sell to Purchasers the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

WEST HIGHLANDS & EXT, W 25' LOT 1, BLOCK 3

A. Purchase Price.

Purchasers agree to pay the sum of $5,800.00, to be paid $320.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $252.90 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on July 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchasers shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchasers agree to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchasers shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchasers of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter.

3. For purposes of this section, a tax payment is past due if not paid within 10 days after the trimester due dates (November 15, February 15, May 15). If for any reason tax payments become past due, this contract will become subject to the default provisions in Section C.1.

C. Terms and Conditions.

1. Purchasers agree to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchasers will keep all improvements on the property in at least as good condition and repair as they were on the date of

possession by Purchasers and shall not permit any waste or removal of all or part of the improvement.

3. Purchasers will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchasers' interest therein to forfeiture or the risk of forfeiture.

4. Purchasers will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchasers shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchasers will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchasers or Purchasers' agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchasers demonstrate to County's reasonable satisfaction that such Hazardous Material is necessary to Purchasers' business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchasers will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchasers are entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchasers includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchasers or purchasers' agents or contractors results in

any contamination of the property, Purchasers shall promptly take all actions at Purchasers' sole expense as are necessary to return the property to the condition existing prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemnification by Purchasers includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph B7a.and B7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchasers will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchasers as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchasers shall give immediate notice to County. County may make proof of loss if Purchasers fail to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchasers fail to make any payment within ten days after it is due;

2. Purchasers fail to perform or comply with any condition and do not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fail to commence and pursue curative action with reasonable diligence.

3. Purchasers become insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchasers' property or properties; Purchasers make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy; or Purchasers are subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchasers make or allow to be made a fraudulent transfer under applicable federal or state law, conceal any of their property from creditors; make or allow to be made a preference within the meaning of the federal bankruptcy laws; or allow a lien or distraint upon any of their property.

E. Tax Notice

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

1812 SW PARKVIEW CT, PORTLAND OR 97221

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchasers of all the terms and conditions of this contract, County agrees to convey to Purchasers the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchasers on or before June 13, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSONS ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchasers have set their hands the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
KARL H. KEENER

By _____
LINDA ANN KEENER

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

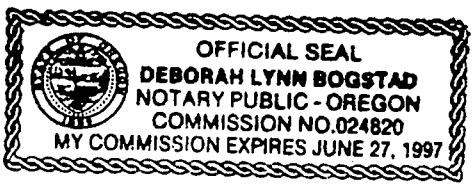
CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-15

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Contract to Purchaser at Public Sale

BOARD BRIEFING: Date Requested: _____.

Amount of Time Needed: _____.

REGULAR MEETING: Date Requested: _____.

Amount of Time Needed: Consent _____.

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Kathy Tuneberg TELEPHONE #: 248-3590.
BLDG/ROOM #: 166/300/Tax Title.

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg.

ACTION REQUESTED:

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

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

Request approval of contract to highest bidder at public auction sale held June 7, 1995 as per Board Order 95-62.

Contract #15797 and Board Order attached.

1995 JUL -3 AM 9:22
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____.

OR

DEPARTMENT MANAGER: Janice M. Druian _____.

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

6/93

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of Contract 15797	)	
for the Sale of Certain Real Property	)	*ORDER*
to	)	95-161
JEFFREY FISH	)	

It appearing that heretofore Multnomah County acquired the real property hereinafter described through the foreclosure of liens for delinquent taxes, and thereafter, after due notice and advertisement as by law provided, offered said property at public sale, and did receive from JEFFREY FISH a bid for the sum of $5,000.00, which said sum was the highest and best bid for said property; said bidder offering to pay not less than $1,000.00 in cash, the remainder to be paid under written agreement in equal monthly installments at the rate of 10 percent per annum; that the Sheriff did deliver to the bidder a certificate containing a description of the property sold, the whole purchase price, the amount paid in cash and the terms by which the balance is to be paid;

It further appearing that the said bidder has surrendered the certificate of purchase, tendered the down payment due under said certificate, and that a contract containing the terms and conditions of said sale should be entered into by Multnomah County;

NOW THEREFORE, it is hereby ORDERED that the Chair of the Multnomah County Board of County Commissioners enter into a contract with JEFFREY FISH for the sale of the following described real property situated in the County of Multnomah, State of Oregon:

PENINSULAR ADD
LOT 33, BLOCK 5

for the sum of $5,000.00, payable as follows: $1,000.00 in cash upon the execution of this agreement, and the balance in equal monthly installments of $184.60 each, over a term of 24 months. Payments to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price accrued at the time of payment of each installment. Each payment to be first applied to interest to the date of payment, the balance to principal. Said contract to contain provisions requiring the Purchaser to pay before delinquency all taxes thereafter assessed against said real property and to discharge before delinquency all municipal assessments and liens assessed thereon; to prevent the use of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791, § 1-14 and 22, or any "nuisance" as defined in ORS 105.555; comply with all laws ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property and prohibit and prevent any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

Dated at Portland, Oregon this 20th *day of* July , *1995*

(SEAL)

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:
Laurence Kressel, County Counsel
for Multnomah County, Oregon

By _____
Matthew O. Ryan, Deputy

CONTRACT 15797

THIS AGREEMENT, made this 20th day of July ,1995 by and between MULTNOMAH COUNTY, a political subdivision of the State of Oregon, hereinafter called County, and JEFFREY FISH hereinafter called Purchaser; the County agrees to sell to Purchaser the property situated in the County of Multnomah, State of Oregon hereinafter described for the price and on the terms and conditions set forth below:

PENINSULAR ADD, LOT 33, BLOCK 5

A. Purchase Price.

Purchaser agrees to pay the sum of $5,000.00, to be paid $1,000.00 in cash upon the execution of this agreement, receipt whereof is hereby acknowledged, and the balance of said purchase price in equal monthly installments of not less than $184.60 over a term of 24 months. Payment to include interest at the rate of 10 percent per annum on the entire unpaid balance of the purchase price remaining at the time of payment of each installment. Each payment shall first be applied to interest to date of payment; the balance to principal. First of said installments to be paid on July 15, 1995 and a like payment on the 15th of each and every month thereafter until the entire purchase price, both principal and interest, shall have been paid. Purchaser shall have the privilege of prepayment without penalty.

B. Tax Payments

1. In addition to payment of installments set out in paragraph A above, Purchaser agrees to pay, before delinquency, all taxes lawfully assessed and levied against said property during the term of this agreement.

2. Escrow for tax payments: Purchaser shall in addition to the principal and interest installments, deposit with the County a pro rata part of the ad valorem taxes and/or assessments on the Property. The amount to be deposited each month for the next 12 months, shall be set by November 15th of each year for the duration of this agreement. County shall issue a written notice no later than December 30th of each year to purchaser of the amount per month to be deposited in escrow for the following 12 months or until final payoff, whichever is shorter. Tax escrow payment is to be paid on the 15th of each and every month along with the installment payment.

3. If paragraph B2 is not applicable, a tax payment is past due under section D1, if not paid within 10 days after the trimester due dates (November 15, February 15, May 15).

C. Terms and Conditions.

1. Purchaser agrees to pay and discharge, before delinquency, all municipal liens and assessments of any kind and nature lawfully assessed against said property.

2. Purchaser will keep all improvements on the property in at least as good condition and repair as they were on the date of possession by Purchaser and shall not permit any waste or removal of all or part of the improvement.

3. Purchaser will not use or permit others to use any of the property for any "prohibited conduct" as that term is defined in 1989 Or Law Ch 791,§ 1-14 and 22, or any "nuisance" as defined in ORS 105.555, as those statutes may now or hereafter be amended, supplemented or superseded, or otherwise do or allow any act or omission on or about the property that could subject the property or the County's or Purchaser's interest therein to forfeiture or the risk of forfeiture.

4. Purchaser will promptly comply with and cause all other persons to comply with all laws, ordinances, regulations, directions, rules and other requirements of all governmental authorities applicable to the use or occupancy of the property. In this connection, Purchaser shall promptly make all required repairs, alterations and additions. These include, without limitation, any required alteration of the property because of the purchaser's specific use alterations or repairs necessary to comply with, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, hazardous materials as defined herein and other environmental zoning, and other land use statutes, ordinances and regulations.

5. Purchaser will not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the property by Purchaser or Purchaser's agents, employees, contractors, or invitees without the prior written consent of the County, which shall not be unreasonably withheld as long as Purchaser demonstrates to County's reasonable satisfaction that such Hazardous Material is necessary to Purchaser's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the property;

6. As used in this Agreement, the term Hazardous Material means any hazardous or toxic substance, material, or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR § 172.101), or by the United States Environmental Protection Agency as hazardous substances (40 CFR pt 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law.

7a. Purchaser will indemnify, defend, and hold harmless the County, its elected officials, officers, and employees from and against any claims, loss or liability of any kind arising out of or related to any activity on the property occurring while Purchaser is entitled to occupy the property under this or any predecessor agreement, whether or not the property is leased to others.

7b. This indemnification of the County by Purchaser includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater or under the property. Without limiting the foregoing, if the presence of any Hazardous Material on property caused or permitted by Purchaser or purchaser's agents or contractors results in any contamination of the property, Purchaser shall promptly take all actions at Purchaser's sole expense as are necessary to return the property to the condition existing

prior to the release of any such Hazardous Material onto the property, provided that the County's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the property. This indemification by Purchaser includes, without limitation, reimbursement for any diminution in the value of the property and reimbursement for sums paid in settlement of claims, attorney fees, consultant fees, and expert fees. The obligations of paragraph C7a.and C7b. shall survive any termination or cancellation of this agreement for any reason.

8. Purchaser will keep all improvements now existing or which shall hereafter be placed on the property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the full replacement value and loss payable to County and Purchaser as their respective interests may appear, and certificates evidencing the policy shall be delivered to County and shall contain a stipulation providing that coverage will not be canceled or diminished without a minimum of ten days' written notice to the County. In the event of a loss, Purchaser shall give immediate notice to County. County may make proof of loss if Purchaser fails to do so within fifteen days of casualty.

D. Default

Time is the essence of the Agreement; a default shall occur if:

1. Purchaser fails to make any payment within ten days after it is due;

2. Purchaser fails to perform or comply with any condition and does not commence corrective action within ten days after written notice from the County specifying the nature of the default, or, if the default cannot be cured within that time, fails to commence and pursue curative action with reasonable diligence.

3. Purchaser becomes insolvent; a receiver, trustee or custodian is appointed to take possession of all or a substantial part of Purchaser's property or properties; Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Purchaser is subject to an involuntary bankruptcy which is not dismissed within ninety days.

4. Purchaser makes or allows to be made a fraudulent transfer under applicable federal or state law, conceals any of his/her property from creditors; makes or allows to be made a preference within the meaning of the federal bankruptcy laws; or allows a lien or distraint upon any of his/her property.

E. Tax Notice

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

1834 SW 58TH #206
PORTLAND OR 97221

F. Assignment

No assignment of this agreement or any interest therein or any interest in any of the property herein described shall be valid unless it is approved by County. Terms of this agreement may be amended by County upon assignment. Subject to the foregoing restriction, the terms of this agreement shall be binding upon the heirs, successors-in-interest and assigned of Purchaser.

G. Conveyance of Title

Upon complete performance by Purchaser of all the terms and conditions of this contract, County agrees to convey to Purchaser the title to the aforesaid property by Bargain & Sale Deed.

H. Execution Deadline

This contract must be executed by Purchaser on or before June 13, 1995 and received by Multnomah County within five days after that date. Failure to execute this contract in a timely manner shall result in a revocation by the County of its offer to sell the subject property.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, Purchaser has set his/her hand the year and day first above written, and County has caused these presents to be executed by the Chair of the Multnomah Board of County Commissioners heretofore entered of record.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

By _____
Beverly Stein, Chair

By _____
JEFFREY FISH

REVIEWED:

By _____
Laurence Kressel, County Counsel
for Multnomah County, Oregon

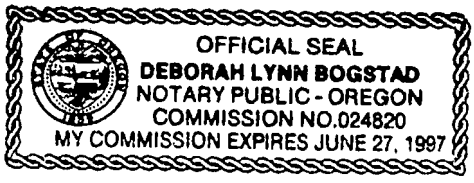
CONTRACT APPROVED:

By _____
Janice M. Druian, Director
Assessment & Taxation

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

On this 20th day of July, 1995, before me, a Notary Public in and for the County of Multnomah and State of Oregon, personally appeared Beverly Stein, Chair, Multnomah County Board of Commissioners, to me personally known, who being duly sworn did say that the attached instrument was signed and sealed on behalf of the County by authority of the Multnomah County Board of Commissioners, and that said instrument is the free act and deed of Multnomah County.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first in this, my certificate, written.



Deborah Lynn Bogstad
Notary Public for Oregon
My Commission expires: 6/27/97

MEETING DATE: JUL 20 1995

AGENDA NO: C-16

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amendment #1/IGA with Tri-Met & ODOT-LRT Bus Shelters/Bike Stor.

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 20, 1995

Amount of Time Needed: 1 minute

DEPARTMENT: Environmental Services DIVISION: Transportation

CONTACT: Ed Pickering TELEPHONE #: 248-3636
BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: N/A - Consent Calendar only

ACTION REQUESTED:

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

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

Amendment No. 1 to Intergovt. Agreement between Mult. Co., Tri-Met, and ODOT to provide bus shelters and bike storage at various East Mult. Co. Light Rail stations. This amendment changes Tri-Met's responsibilities but results in no changes to Multnomah County's responsibilities. No additional funding is required.

7/20/95 ORIGINALS TO CATHEY KRAMER

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

BOARD OF COUNTY COMMISSIONERS
1995 JUL 13 PM 12:31
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

AGEN.PL 6/93

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 301694

Amendment # 1

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-16 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Transportation Date June 7, 1995

Contract Originator Ed Pickering Phone 248-3636 Bldg/Room #425

Administrative Contact Cathey Kramer Phone X2589 Bldg/Room #425

Description of Contract Amendment to Intergovt. Agrmt. with Tri-Met and Oregon Dept. of Transp. to provide bus shelters and bike storage at LRT stations in E. Mult. Co. which changes Tri-Met's responsibilities but results in no changes to Multnomah Co. responsibilities.

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

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Oregon Dept. of Transportation

Mailing Address 123 NW Flanders St.

Portland OR 97209-4037

Phone (503) 731-8259

Employer ID# or SS#

Effective Date Upon execution

Termination Date Upon completion

Original Contract Amount $ 80,000.00*

Total Amount of Previous Amendments $

Amount of Amendment $ -0-

Total Amount of Agreement $ 80,000.00*

* $68,000 - Federal Funds
12,000 - County Match
$80,000 TOTAL

Remittance Address (If Different)

Payment Schedule

☐ Lump Sum $ ☐ Due on receipt

☐ Monthly $ ☐ Net 30

☐ Other $ ☐ Other

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed $

Terms

REQUIRED SIGNATURES:

Department Manager — Date 6-21-95

Purchasing Director (ClassII Contracts Only) — Date

County Counsel — Date 6/30/95

County Chair / Sheriff — Date July 20, 1995

Contract Administration (Class I, Class II Contracts Only) — Date

Encumber: Yes ☐ No ☐

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	154	030	6220			8300					
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

Misc. Contracts & Agreements
No. 12,140

AMENDMENT NO. 1
CONGESTION MITIGATION AND AIR QUALITY PROJECT

The State of Oregon, acting by and through its Department of Transportation (ODOT), Multnomah County acting by and through its Elected Officials (County); and Tri-County Metropolitan District of Oregon (Tri-Met), entered into Local Agency Agreement No. 12,140 on September 22, 1994. Said agreement covers a CMAQ project to construct pedestrian shelters at high use bus stops and provide bicycle storage facilities at 9 light rail stations in East Multnomah County, hereinafter referred to as "Project."

It has now been determined by ODOT, County and Tri-Met that the agreement referenced above, although remaining in full force and effect, shall be amended by this agreement to allow Tri-Met to bid and award the construction project. Therefore, any reference to said agreement shall include the following:

Paragraph 3 of page No. 1 which reads:

"3. This project shall be conducted as a part of the Congestion Mitigation and Air Quality (CMAQ) Program under Title 23, United States Code, and the Oregon Action Plan. The CMAQ funds are currently limited to $64,000. County shall be responsible for the match for the federal funds. Tri-Met shall be responsible for any portion of the project, other than local match, which is not covered by federal funding. The project must have a minimum financing of 50 percent federal funds."

Shall be amended to read:

"3. This project shall be conducted as a part of the Congestion Mitigation and Air Quality (CMAQ) Program under Title 23, United States Code, and the Oregon Action Plan. The CMAQ funds are currently limited to $64,000. County shall be responsible for the match for the federal funds. Tri-Met shall be responsible for any portion of the project, other than local match, which is not covered by federal funding."

Key # 06917

Paragraph 2 of Special Provisions should be deleted and replaced as follows:

"2. Tri-Met shall, also as a federal-aid participating engineering function, prepare the contract and bidding documents; advertise for construction bid proposals; and award all contracts. No work shall proceed before federal approval has been obtained and Tri-Met has received written notification of such approval."

Paragraph No. 3 of Special Provisions which reads:

"3. Tri-Met or its consultant shall furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract."

Shall be amended to read:

"3. Tri-Met shall furnish all construction engineering, field testing of materials, technical inspection and project manager services for administration of the contract. If Tri-Met should consult this responsibility out, the cost for such work will not be federally funded."

M C & A No. 12,140
MULTNOMAH COUNTY & TRI-MET

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

This project was approved by the Oregon Transportation Commission on March 17, 1993 as a part of the 1993-1998 Six-Year Transportation Improvement Program, at which time the State Highway Engineer was authorized to sign this agreement for and on behalf of the Commission. Said authority has been further delegated to the Program Services Manager pursuant to Subdelegation Order No. Hwy-6 paragraph 11.

APPROVAL RECOMMENDED

By _____
Region Manager

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Asst. Attorney General

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
County Counsel

APPROVED AS TO
LEGAL SUFFICIENCY

By _____
Tri-Met Attorney

STATE OF OREGON, by and through its Department of Transportation

By _____
Program Services Manager

Date _____

MULTNOMAH COUNTY, by and through its Elected Officials

By _____
Chair

Date July 20, 1995

TRI-MET, by and through its General Manager

By _____
General Manager

Date 5/8/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-16 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 20 1995

AGENDA NO: C-17

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Revenue Contract with County for Prostituion Alternatives, Inc.

REGULAR MEETING: Date Requested: July 20, 1995

Amount of Time Needed: Consent Calendar

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: Sherine Murphy TELEPHONE #: x6624

BLDG/ROOM #: _____

PERSON(S) MAKING PRESENTATION: Tichenor McBride

ACTION REQUESTED: Approval

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

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

Renewal of a Revenue Contract to participate in County Contract with the Council for Prostitution Alternatives, Inc. for services for women leaving prostitution.

7/20/95 Originals to Sherine Murphy

BOARD OF COUNTY COMMISSIONERS
1995 JUL 11 PM 4:34
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: M. Tamara Holden for 6/28/95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

PLAC.FORM

Rev. 5/92

MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

Contract # 900265

Amendment # 1

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-17 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department DCC Division _____ Date 6/29/95

Contract Originator Tichenor McBride Phone 3653 Bldg/Room 161/600

Administrative Contact Sherine Murphy Phone 6624 Bldg/Room 161/600

Description of Contract REVENUE CONTRACT - Contractor to provide $107,152 in order to participate in County Contract with the Council for Prostitution Alternatives, Inc. for services for women leaving prostitution.

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

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Portland

Mailing Address 808 S.W. 3rd, #600

Portland, OR 97204

Phone _____

Employer ID# or SS# _____

Effective Date July 1, 1995

Termination Date June 30, 1996

Original Contract Amount $ 104,032.00

Total Amount of Previous Amendments $ 0.00

Amount of Amendment $ 107,152.00

Total Amount of Agreement $ 211,184.00

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☒ Other $ as invoiced ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager M. Tamara Holden/cms Date 6-29-95

Purchasing Director (Class II Contracts Only) _____ Date _____

County Counsel _____ Date 7-10-95

County Chair / Sheriff _____ Date July 20, 1995

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

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.	156	021	2308			2773					
02.											
03.											
*	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

AGREEMENT NO.

An agreement between the City of Portland (City) and Multnomah County (County) to provide services for women leaving prostitution.

RECITALS:

1. There is a need to provide services to women leaving prostitution.

2. The City and County have been working together to provide these services to this population.

3. Multnomah County has been designated as the public agency to provide community correction services in the Portland area.

4. The Council for Prostitution Alternatives has been selected as the agency to provide services to women leaving prostitution through the County's bidding process.

5. The City has committed in the FY 95-96 approved General Fund budget $107,152 in the Bureau of Housing and Community Development for these services.

6. The City and the County now desire to enter into a formal agreement to provide these services.

AGREED:

1. Scope of Services

The County will provide the services described for women leaving prostitution.

A. The County will enter into an agreement with the Council for Prostitution Alternatives as the successful bidder on the program to provide services for women leaving prostitution.

B. The County will be responsible for implementing the contract and for coordinating contract management.

C. The contract between the County and the Council for Prostitution Alternatives will include at a minimum the following.

1. Drop In Services, which includes telephone and face to face contacts where individuals requiring services will be referred to a variety of treatment and services agencies. A weekly Drop-In group will focus on education on such issues as prostitution, substance abuse and problem solving skills. Face to face drop-in appointments offering crisis intervention and referral to emergency services will be available.

2. Case management services will be provided to participants for up to one year. These services will provide the following.

   a. Open enrollment and intake procedures including assessment of client history, problems and needs and a case plan based on assessment.
   b. Participants will be encouraged to complete the drop-in group curriculum.
   c. Referral to mental health, health services, substance abuse, community support groups and other services as needed. Mental health services will include referral for post traumatic stress disorder.
   d. Participants will attend weekly a recovery support group. This group will address such issues as post traumatic stress disorder, recovery from substance abuse, living skills (including communication skills) and parenting.
   e. Participants will meet at least weekly with a Case Manager through the first 270 days of services.
   f. The Contractor will have monthly contact with probation officers of participants who are currently under probation and parole supervision in Multnomah County.
   g. Assistance with financial needs and referral including transportation, housing, food, child care, medical/dental, utilities, and education and training.

3. Child care will be provided by the Contractor during group services. The Contractor will arrange for child care when lack of child care would interfere with a participant's successful participation in services.

4. Support for all clients who are substance abusers including:

   a. Staff will be familiar with the Community's substance abuse treatment services and with self help groups in order to make informed referrals.

   b. Staff will assist clients who are active substance abusers (or who are at risk of relapsing) with enrollment into a substance abuse treatment program.

   c. Upon enrollment in substance abuse program staff will teach client, work cooperatively with staff in abuse program and request and receive information.

II. Compensation and Method of Payment

The County will be compensated for the above described services by the City through the General Fund. Payments to the County will be made quarterly upon submission of a request for payment.

The City's funds can be used for staffing costs, rent, supplies, client services and any other costs directly related to providing the units of service described above. Total compensation under this agreement shall not exceed ONE HUNDRED SEVEN THOUSAND AND ONE HUNDRED FIFTY TWO DOLLARS ($107,152).

III. City Project Manager

A. The City Project Manager shall be Barbara Madigan or such other person as shall be designated in writing by the Director of the Bureau of Housing & Community Development.

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

IV. Reporting Requirements

The County will submit the following reports to the Project Manager.

A. Copies of the monthly contract status report submitted to the County by the Council for Prostitution Alternatives.

B. Provide reports on quality assurance.

C. A quarterly report summarizing the contract status for the quarter including statistical information on the client population and a brief narrative on the services which have been provided including the status of the performance measurements. Statistical information should be cumulative from July 1, 1995. Quarterly reports are due 30 days after completion of the quarter.

D. The fourth quarter report will be a final annual report including cumulative statistics for the client population for the year, a narrative on the program and the results of the program.

V. Schedule and Performance Measurements

The County will include the following in the contract with the Council for Prostitution Alternatives and will require that CPA track and report on the progress.

A. Provide case management for approximately 60 women with a minimum of 50 service slots for participants with 33 slots filled by participants referred through the criminal justice system.

B. Provide drop in services for an additional 25 participants in 8 drop in group sessions during a continuous three month period.

c. Serve an additional 60 participants in 2-8 drop in group sessions per year.

Quarter

	1	2	3	4
#Active Case Mgmt	50	50	50	50
Drop-in Services (cumulative)	20	40	60	85
% referred to substance abuse treatment/ active substance abusers or risk relapsing	100%	100%	100%	100%
Total participants successfully completing case management svcs	50%	50%	50%	50%
No new arrests after 90 days	50%	50%	50%	50%

It is a goal of this program to decrease the domestic/sexual/physical violence in the lives of successfully completing participants. Frequency of incidents of domestic/sexual/physical violence will show a decrease of occurrence in the majority of those successfully completing the program.

Performance objectives may be modified during the course of program operation upon written agreement of the Department and the contractor.

VI. General Contract Provisions

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

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

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

The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate at its sole discretion.

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

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

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

D. CHANGES. The City or County may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, shall be incorporated in written amendments to this Contract executed by the City and County. Any change that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. Other changes may be approved by the Director of the Bureau of Housing & Community Development.

E. NON-DISCRIMINATION. In carrying out activities under this contact, the County shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status or national origin. The County shall take affirmative actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. The County shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The County shall incorporate the foregoing requirements of this paragraph in all of its contracts for work funded under
this contract, except contracts governed by Section 104 of Executive Order 11246.

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

G. MAINTENANCE OF RECORDS. The County shall maintain records on a

current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this contract.

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

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

I. INDEMNIFICATION. To the extent permitted by the Oregon Tort Claim Act and the Oregon Constitution, Multnomah County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this contract.

J. WORKERS' COMPENSATION INSURANCE.

1. Multnomah County, its subcontractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Workers' Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement as Exhibit A, if applicable, and shall be incorporated herein and made a term and part of this Agreement. The County further agrees to maintain workers' compensation insurance coverage for the duration of this Agreement. If a current certificate is on file with the City in compliance with previous a contract, a duplicate is not necessary. In compliance with this paragraph, the County is self-insured for Workers' Compensation.

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

3. The County agrees to accurately complete the City of Portland's Questionnaire for Workers' Compensation Insurance and Qualification as an Independent Contractor prior to commencing work under this Agreement. Any misrepresentation of information on the Questionnaire by the County shall constitute a breach pursuant to this subsection, City may terminate this Agreement immediately and the notice requirement

contained in the subsection entitled, TERMINATION FOR CAUSE, hereof shall not apply.

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

L. SUBCONTRACTING AND ASSIGNMENT. The County shall not subcontract its work under this contact, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the Contract as specified in this contract. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. The County agrees that if subcontractors are employed in the performance of this contract, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. The County shall not assign this contract in whole or in part or any right or obligation hereunder, without prior written approval of the City. Subcontractors shall be responsible for adhering to all regulations cited within this contract.

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

The County and its subcontractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

N. REPORTING REQUIREMENTS. The County shall report on its activities in a format and by such times as prescribed by the City.

O. CONFLICTS OF INTEREST. No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this contact or the proceeds thereof.

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

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

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

Q. COMPLIANCE WITH LAWS. In connection with its activities under this contract, the County shall comply with all applicable federal, state, and local laws

and regulations.

In the event that the County provides goods or services to the City in the aggregate in excess of $2,500.00 per fiscal year, the County agrees it has certified with the City's Equal Employment Opportunity certification process.

R. MONITORING. The City, through the Bureau of Housing & Community Development shall monitor at least once each year that portion of the County's project funded with the City's General Funds. Such monitoring shall ensure that the operation of the project conforms to the provisions of this contract.

VII. Period of Agreement

The terms of this Agreement shall be effective as of July 1, 1995 and shall remain in effect during any period the Contractor has control over City funds, including program income. The Agreement shall terminate as of June 30, 1996.

Dated this _____ day of _____, 1995.

CITY OF PORTLAND

_____
Commissioner Gretchen Kafoury

MULTNOMAH COUNTY

_____
Beverly Stein, Chair

APPROVED AS TO FORM:

_____
Jeffrey L. Rogers,
City Attorney

_____
for Laurence Kressel,
County Counsel

Tichenor McBride 6-29-95
Tichenor McBride
Sr. Program Specialist
Program Evaluation and Development
Multnomah County

M. Tamara Holden 6-28-95
Tamara Holden, Director
Community Corrections

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-17 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

MEETING DATE: JUL 20 1995

AGENDA NO: C-18

(Above Space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: City of Portland, Oregon Bureau of Water Works Intergovernmental Agreement

BOARD BRIEFING Date Requested: _____

Amount of Time Needed: 3 minutes

DEPARTMENT: Department of Juvenile Justice Services DIVISION: _____

CONTACT: Alandria Taylor TELEPHONE#: 248-3968

PERSON(S) MAKING PRESENTATION: Elyse Clawson / Joanne Fuller

ACTION REQUESTED:

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

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

This Intergovernmental Revenue agreement between Portland, Oregon Bureau of Water Works and Multnomah County Department of Juvenile Justice Services (DJJS) adds $48,000 to DJJS's budget. The funds provide a stipend for "PAYBACK" youth for maintenance work done at the City Water Bureau sites; the youth retain a portion of the stipend and release the remaining portion for restitution to their victims.

7/20/95 JJD PICKED UP ORIGINALS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

BOARD OF COUNTY COMMISSIONERS
1995 JUL 11 AM 8:28
MULTNOMAH COUNTY
OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

G:\DATA\CONTRACT\BAPF.DOC

MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: June 30, 1995

RE: Approval of an Intergovernmental Agreement between the Department of Juvenile Justice Services and the City of Portland Bureau of Water Works

---

I. RECOMMENDATION: The Department recommends the Chair's approval of an Intergovernmental Agreement between the Portland Bureau of Water Works and the Department of Juvenile Justice Services (DJJS) to provide a weekly restitution program for adjudicated and diverted youth. The contract period begins July 1, 1995 through June 30, 1996.

The Boys and Girls Club (B&GC) has been the only interested and qualified provider of the above mentioned services for the past seven years. The B&GC and DJJS met in March 1995 and mutually decided to discontinue the contract to provide this service.

The Water Bureau as part of its operational plan hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads. Thus the Water Bureau is interested in hiring young at-risk youth in an effort to assist broader community goals as well as filing the needs of the Bureau.

II. BACKGROUND/ANALYSIS: The services under this Agreement shall include providing a weekly restitution program, "PAYBACK", for youth referred through either the Department of Juvenile Justice Services; Adjudication or Diversion. Work crews are provided for the youth not only to learn job skills and provide community service but as a means of earning a stipend to make restitution payments.

Youth are responsible for paying 60% of their net earnings towards the balance owed on their restitution leaving the remaining 40% as a "Stipend" or allowance for their personal use.

III. Financial Impact:
$48,000 is added to the DJJS's budget providing a weekly restitution program "PAYBACK" for youth referred through the Department's Adjudication or Diversion services.

IV. Legal Issues:
N/A

MULTNOMAH COUNTY OREGON

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

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

V. Controversial Issues:
N/A

VI. Link to Current County Policies:
DJJS continues to comply with the Court mandated restitution requirements in providing structured working environments for at-risk youth.

VII. Citizen Participation:
N/A

VIII. Other Government Participation:
N/A

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 700076

Amendment #

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[ ] Intergovernmental Agreement [X] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-18 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department: Juvenile Justice Services Division: Date: July 7,1995

Contract Originator: Elyse Clawson Phone: 248-3460 Bldg/Room: 311/DJJS

Administrative Contact: Alandria Taylor Phone: 248-3968 Bldg/Room: 311/DJJS

Description of Contract: This Intergovernmental Revenue Agreement between Portland, Oregon Bureau of Water Works and Multnomah County Department of Juvenile Justice Services provides a weekly restitution program "PAYBACK" for youth referred through the Department's Adjudication or Diversion Services.

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

ORS/AR # Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name: Portland Water Bureau

Mailing Address: 1900 N Interstate

Portland, Oregon 97227

Phone: (503) 823-1545

Employer ID# or SS#:

Effective Date: July 1, 1995

Termination Date: June 30, 1996

Original Contract Amount: $ 48,000

Total Amt of Previous Amendments: $

Amount of Amendment: $

Total Amount of Agreement: $ 48,000

Remittance Address (if different)

Payment Schedule

[ ]Lump Sum $

[ ]Monthly $

[ ]Other $

Terms

[ ]Due on Receipt

[ ]Net 30

[ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No.

[ ]Requirements Not to Exceed $

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Date: 7-6-95

Purchasing Director: Date:
(Class II Contracts Only)

County Counsel: Katie Gaetjens Date: 7/12/95

County Chair/Sheriff: Date: July 20, 1995

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

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: $			
LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	INC DEC IND

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

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INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Intergovernmental Agreement for Services (Agreement) is between the City of Portland, Oregon (City) and Multnomah County Department of Juvenile Justice (County).

RECITALS:

1. The Portland Water Bureau, as a part of its operational plan, hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads.

2. The Portland Water Bureau has had a commitment to hire Portland area youth as a major component of its temporary work force.

3. In particular the Water Bureau is interested in, and has objectives, in hiring young, at risk youth in an effort to assist broader community goals as well as filling the needs of the Bureau.

4. The Water Bureau has worked with the Multnomah County Department of Juvenile Justice Project Payback program in a very successful effort to address the Water Bureau's objectives.

5. The Water Bureau has funds approved by Council in the 1995-96 fiscal year to continue this efforts.

AGREEMENT:

1. **SCOPE OF COUNTY SERVICES**

   (a) The County shall provide the services specifically to the Water Bureau. The County shall provide to the City those services set out below.

   Recruit and hire at risk youth.
   Provide transportation to and from Water Bureau work site.
   Provide continuous on-site supervision.
   Provide timekeeping and payroll.
   Provide landscaping services

   (b) Services will be performed throughout the term of the Agreement.

2. **SCOPE OF CITY SERVICES**

   (a) To assist the County in carrying out its obligations hereunder, the City shall perform the services set out below.

   Provide work sites and opportunities.
   Provide instruction to county's supervisors.

Inspect work sites after completion of work. Provide tools and safety equipment.

(b) Services will be performed throughout the term of the Agreement.

3. **COMPENSATION**

(a) The City shall pay the County for work performed under this Agreement after the effective date as set out below. The payment shall be full compensation for work performed, for services rendered, and for all labor, indirect costs, materials, supplies, equipment, and incidentals necessary to perform the work and services.

(b) County agrees that the rate of stipend for youth shall be equivalent to at least minimum wage. However, under no circumstances shall compensation exceed $48,000.

4. **BILLING AND PAYMENT PROCEDURES**

The County's billing and City's payment procedures shall be set out below.

County may bill annually. Itemized detail including number of hours worked and cost of materials will be provided quarterly to the City.

5. **EFFECTIVE AND TERMINATION DATES**

This Agreement shall be effective as of July 1, 1995 and shall terminate as of June 30, 1996.

6. **EARLY TERMINATION OF AGREEMENT**

(a) The City and County, by mutual written agreement, may terminate this Agreement at any time.

(b) The City, on thirty (30) days written notice to the County, may terminate this Agreement for any reason deemed appropriate in its sole discretion.

(c) Either the City or the County may terminate this Agreement in the event of a breach of the Agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach within fifteen (15) days of the notice, then the party giving the notice may terminate the Agreement at any time thereafter by giving a written notice of termination.

7. **PAYMENT ON EARLY TERMINATION**

(a) In the event of termination under subsection 6 (a) or (b) EARLY TERMINATION OF AGREEMENT, hereof, the City shall pay the County for work performed in accordance with the Agreement prior to the termination date.

(b) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the County due to a breach by the City, then the City shall pay the County as provided in subsection (a) of this section.

(c) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the County, then the City shall pay the County as provided in subsection (a) of this section, subject to set off of excess costs, provided for in Section 8 (a), REMEDIES.

(d) In the event of early termination all County's work product will become and remain property of the City.

8. **REMEDIES**

(a) In the event of termination under subsection 6 (c), EARLY TERMINATION OF AGREEMENT, hereof, by the City due to a breach by the County, then the City may complete the work either itself or by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the amount actually paid to the County hereunder plus the remaining unpaid balance of the compensation provided under Section 3, COMPENSATION, hereof, then the County shall pay to the City the amount of the excess.

(b) The remedies provided to the City under sections 6, EARLY TERMINATION OF AGREEMENT, and 8, REMEDIES, hereof, for a breach by the County shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.

(c) In the event of breach of this Agreement by the City, then the County's remedy shall be limited to termination of the Agreement and, receipt of payment as provided in sections 6 (c), EARLY TERMINATION OF AGREEMENT, and 7 (b), PAYMENT ON EARLY TERMINATION, hereof.

9. **CITY PROJECT MANAGER**

(a) The City Project Manager shall be Don Scott or such other person as shall be designated in writing by the Administrator of the Water Bureau.

(b) The Project Manager is authorized to approve work and

billings hereunder, to give notices referred to herein, to terminate this Agreement as provided herein, and to carry out any other City actions referred to herein.

10. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, the County shall comply with all applicable federal, state, and local laws and regulations.

11. OREGON LAW AND FORUM

(a) This Agreement shall be construed according to the law of the State of Oregon.

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

12. MAINTENANCE OF RECORDS

The County shall maintain records on a current basis to support its billings to the City. The City or its authorized representative shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of the County regarding its billings or its work hereunder. The County shall retain these records for inspection, audit, and copying for 3 years from the date of completion or termination of this Agreement.

13. AUDIT OF PAYMENTS

(a) The City, either directly or through a designated representative, may audit the records of the County at any time during the three (3) year period established by Section 12, MAINTENANCE OF RECORDS.

(b) If an audit discloses that payments to the County under section 3, COMPENSATION, and section 4, BILLING AND PAYMENT PROCEDURE, were in excess of the amount to which the County was entitled, then the County shall repay the amount of the excess to the City.

14. INDEMNIFICATION

The County shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from the County's work or any subcontractor's work under this Agreement.

15. **INSURANCE**

Insurance shall be the responsibility of the County.

16. **SUBCONTRACTING**

The County shall not subcontract its work under this Agreement, in whole or in part, without the written approval of the City. The County shall require any approved subcontractor to agree, as to the portion subcontracted, to fulfill all obligations of the County as specified in this Agreement. Notwithstanding City approval of a subcontractor, the County shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the County hereunder. County agrees that if subcontractors are employed in the performance of this Agreement, the County and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Worker's Compensation.

17. **ASSIGNMENT**

The County shall not assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the City.

18. **BREACH OF AGREEMENT**

(a) The City or the County shall breach this Agreement if it fails to perform any substantial obligation under the Agreement, except as provided in subsection (b) of this section.

(b) Neither the City nor the County shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, acts of God or the public enemy, acts of the federal, state, or local governments, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either the City or the County fail to perform because of a cause described in this subsection, the City and the County shall make a mutually acceptable revision in the Scope of Services, Schedule, or Compensation.

19. **NOTICE**

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee (or person designated in writing to act on behalf of the County) or deposited in the United States

Mail, postage prepaid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to the City: Don Scott, Public Works Manager
Portland Water Bureau
1900 N. Interstate Avenue
Portland, Oregon 97227

If to the County: Teresa Jones, Operations Supervisor
Multnomah County Department
of Juvenile Justice
1401 NE 68th Avenue
Portland, Oregon 97213

20. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.

21. AMENDMENTS

(a) The City and the County may amend this Agreement at any time only by written amendment executed by the City and the County. Any amendment that increases the amount of compensation payable to the County must be approved by ordinance of the City Council. If authorized by the City Council, the Project Manager may agree to and execute any other amendment on behalf of the City.

(b) Any change in the Scope of County Services shall be deemed an amendment subject to subsection (a).

22. INTEGRATION

This Agreement contains the entire agreement between the City and the County and supersedes all prior written or oral discussions or agreements.

23. PROHIBITED INTEREST

(a) No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

(b) No City officer or employee who participated in the award of this Agreement shall be employed by the County during the period of the Agreement.

24. FUNDS

City certifies that sufficient funds are available and

authorized for expenditure to finance the cost of this Agreement.

25. **COMMENCEMENT OF WORK**

County agrees that work being done pursuant to this Agreement will not be commenced until after:

(a) this Agreement is fully executed by the parties and approved by the City Attorney's Office; and

(b) the effective date of this Agreement as specified in section 5, EFFECTIVE AND TERMINATION DATES.

Contractor: **MULTNOMAH COUNTY DEPARTMENT of JUVENILE JUSTICE**

By: _____

Title: Director

Date: 7-6-95

APPROVED AS TO FORM:

_____
City Attorney

CITY OF PORTLAND

By: _____
Michael Rosenberger, Administrator
Bureau of Water Works

Date: _____

By: _____
Mike Lindberg,
Commissioner of Public Utilities

Date: _____

By: _____
Carlton Chayer, Purchasing Agent

Date: _____

KD:ksd G:\...\YOUTH\AGRMNT96.PAY (Rev:06/07/95)

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

MULTNOMAH COUNTY, OREGON

By:_____
Contractor

Date:_____

_____
Contractor's I.D. No.

By:_____
Beverly Stein, Chair
Board of County Commissioners

Date: July 20, 1995

By:_____
Elyse Clawson, Director
Department of Juvenile Justice Services

Date: 7-6-95

By:_____
JoAnne Fuller, Deputy Manager
Program Manager

Date:_____

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By:_____
Assistant County Counsel
Katie Gaetjens

Date: 7/12/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-18 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

BUDGET MODIFICATION NO. JJD 2

(For Clerk's Use) Meeting Date JUL 20 1995
Agenda No. C-19

1. REQUEST FOR PLACEMENT ON THE AGENDA FOR: _____
(Date)

DEPARTMENT: Juvenile Justice Services
CONTACT: Marie Eighmey

DIVISION: Detention
TELEPHONE: 248-3550

*NAME(S) OF PERSON MAKING PRESENTATIDN TO BOARD: Elyse Clawson/Joanne Fuller

SUGGESTED AGENDA TITLE (To assist in preparing a description for the printed agenda)

The Juvenile Justice Division Budget Modification # JJD 2 adds $7,000 in City of Portland revenues for the Project Payback program.

2. DESCRIPTION OF MODIFICATION (Explain the changes this Bud Mod makes. What budget does it increase: What do the changes accomplish? Where does the money come from? What budget is raduced? Atttach additional information if you need more space).

This Budget Modification adds $7,000 City of Portland revenue to the $41,000 in the Adopted Budget. The funds increase Pass Through Payments by $6,951 and both Indirect Cost and Contingency by $49. The funds are used to pay Project Payback youth a stipend for maintenance work done at the City Water Bureau sites; the youth retain a portion of the stipend and release the remaining portion for restitution to their victims. The modification brings the budget in accord with actual revenue to be received from the City.

3. REVENUE IMPACT)Explain revenues being changed and the reason for the change)

- Increase Federal/State Revenue Code 2767 by $7,000 City of Portland Project Payback funds.
- Increase General Fund Contingency by $49.

4. CONTINGENCY STATUS (to be completed by Finance/Budget)

_____ Contingency before this modification (as of _____ $_____
(Specify Fund) (Date)

After this modification $_____

Originated By Marie H. Eighmey 6/28/95 Date

Department Manager Joanne Fuller 6/29/95 Date

Finance/Budget Christine Lee 7/11/95 Date

Employee Relations Date

Board Approval Deborah Bogstad 7/20/95 Date

me g:\wp51\data\bpg1pyb1.new

EXPENDITURE/REVENUE DETAIL FOR BUD MOD NO. 'JJD 2

EXPENDITURE TRANSACTION EB [ ] GM [ ] TRANS DATE _____ ACCT'G PERIOD _____ BUDGET FY ___
DOCUMENT NUMBER _____ ACTION _____

FUND	AGENCY	ORG	ACT.	REPT CATEG	OBJ CODE	CURR AMT	REV AMT	CHANGE	TOTAL	DESCRIPTION
156	012	2714			6060			6,951		Increase Pass Thru Pay.
156	012	2714			7100			49		Increase Indirect Cost.
									7,000	TOTAL, Org 2714
100	045	9120			7700			49		Contingency.
									49	**Total, Contingency.**

MULTNOMAH COUNTY OREGON

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

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

TO: Beverly Stein, Chair
Board of County Commissioners

FROM: Elyse Clawson, Director
Department of Juvenile Justice Services

DATE: June 30, 1995

RE: Approval of an Intergovernmental Agreement between the Department of Juvenile Justice Services and the City of Portland Bureau of Water Works

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I. RECOMMENDATION: The Department recommends the Chair's approval of an Intergovernmental Agreement between the Portland Bureau of Water Works and the Department of Juvenile Justice Services (DJJS) to provide a weekly restitution program for adjudicated and diverted youth. The contract period begins July 1, 1995 through June 30, 1996.

The Boys and Girls Club (B&GC) has been the only interested and qualified provider of the above mentioned services for the past seven years. The B&GC and DJJS met in March 1995 and mutually decided to discontinue the contract to provide this service.

The Water Bureau as part of its operational plan hires seasonal workers to supplement existing resources to address temporary, fluctuating workloads. Thus the Water Bureau is interested in hiring young at-risk youth in an effort to assist broader community goals as well as filing the needs of the Bureau.

II. BACKGROUND/ANALYSIS: The services under this Agreement shall include providing a weekly restitution program, "PAYBACK", for youth referred through either the Department of Juvenile Justice Services; Adjudication or Diversion. Work crews are provided for the youth not only to learn job skills and provide community service but as a means of earning a stipend to make restitution payments.

Youth are responsible for paying 60% of their net earnings towards the balance owed on their restitution leaving the remaining 40% as a "Stipend" or allowance for their personal use.

III. Financial Impact:
$48,000 is added to the DJJS's budget providing a weekly restitution program "PAYBACK" for youth referred through the Department's Adjudication or Diversion services.

IV. Legal Issues:
N/A

MULTNOMAH COUNTY OREGON

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

BOARD OF COUNTY COMMISSIONERS
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SHARRON KELLEY • DISTRICT 4 COMMISSIONER

V. Controversial Issues:
N/A

VI. Link to Current County Policies:
DJJS continues to comply with the Court mandated restitution requirements in providing structured working environments for at-risk youth.

VII. Citizen Participation:
N/A

VIII. Other Government Participation:
N/A

MEETING DATE: JUL 20 1995

AGENDA NO: C-20

(Above space for Board Clerk's Use Only)

AGENDA PLACEMENT FORM

SUBJECT: **Ratification of Renewal Revenue Agreement from Childrens Services Division, Midtown Branch, Which Funds Substance Abuse Services through the Department of Community and Family Services, Alcohol and Drug Program**

BOARD BRIEFING — *Date Requested:* _____
Amount of Time Needed: _____

REGULAR BRIEFING — *Date Requested:* _____
Amount of Time Needed: **Consent**

DEPARTMENT: **Community and Family Services** — *DIVISION:* _____
CONTACT: **Lolenzo Poe/Paul DuCommon** — *TELEPHONE:* **248-3691**
BLDG/ROOM: **B166/7th**

PERSON(S) MAKING PRESENTATION: **Lolenzo Poe/Paul DuCommon/Norma Jaeger**

ACTION REQUESTED:

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

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

The Department of Community and Family Services has received a renewal revenue agreement for the FY 1995-97 biennium, from the Childrens Services Division, Midtown Branch. The $170,040 agreement funds County-provided substance abuse services for clients of the Family Support Team Project, an intergovernmental program consisting of specialists from child welfare social services, community health nursing, and substance abuse services.

The funds from this revenue agreement have already been included in the Department's budget.

7/20/95 ORIGINALS to Gila Murray

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR
DEPARTMENT MANAGER: Lolenzo Poe mls

1995 JUL 12 PM 4:28
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

bcc

MULTNOMAH COUNTY OREGON

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

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

TO: Board of County Commissioners

FROM: Lolenzo Poe, Director Lolenzo Poe mas
Department of Community and Family Services

DATE: June 27, 1995

SUBJECT: Intergovernmental Revenue Agreement between Community and Family Services and Childrens Services Division, Midtown Branch

I. Recommendation/Action Requested: The Department of Community and Family Services recommends Board of County Commissioner approval of the renewal revenue agreement from the Childrens Services Division, Midtown Branch, for the period July 1, 1995 through June 30, 1997.

II. Background/Analysis: The Department of Community and Family Services has received a renewal revenue agreement from Childrens Services Division, Midtown Branch, which funds County staff and services. Under this agreement, the County provides substance abuse services for clients of the multi-agency Family Support Team Project. The services include client alcohol and drug assessments, client treatment referrals, client progress monitoring, inpatient and outpatient treatment services, and liaison with client treatment providers.

This is a renewal of an ongoing agreement.

III. Financial Impact: The contract is for $170,040, for a two year period. The funding is included in the Department's budget.

IV. Legal Issues: none

V. Controversial Issues: none

VI. Link to Current County Policies: This agreement supports activities to strengthen families, reduce potential for crime, and increase intergovernmental cooperation and coordination.

VII. Citizen Participation: n/a

VIII. Other Government Participation: The agreement represents an ongoing, intergovernmental, cooperative project to support families.

MULTNOMAH COUNTY CONTRACT APPROVAL FORM

(See Administrative Procedures CON-1)

Contract # 104715

Prior-Approved Contract Boilerplate:_ Attached; xxxx_ Not Attached

Amendment #____

CLASS I	CLASS II	CLASS III
[ ] Professional Services under $25,000	[ ] Professional Services over $25,000 (RFP, Exemption) [ ] PCRB Contract [ ] Maintenance Agreement [ ] Licensing Agreement [ ] Construction [ ] Grant [ ] Revenue	[ ] Intergovernmental Agreement [x] Intergovernmental Revenue Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # C-20 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department:_____ Division: Community & Family Services Date: June 27, 1995

Administrative Contact: Cilla Murray Phone: 248-3691 ext 6296 Bldg/Room 161/2nd

Description of Contract:

Renewal of revenue contract for Family Support Team

RFP/BID #:_____ Date of RFP/BID:_____ Exemption Expiration Date:_____

ORS/AR #_____ Contractor is [ ]MBE [ ]WBE [ ]QRF

Contractor Name : **Childrens Services Division, Midtown Branch, c/o Business Svc Section**

Mailing Address: **Human Resource Bldg, 4th Floor 500 Summer Street, NE Salem, OR 97310-1017**

Phone: **(503)945-6693**

Employer ID# or SS#:

Effective Date: **July 1, 1995**

Termination Date: **June 30, 1997**

Original Contract Amount:$

Total Amt of Previous Amendments:$

Amount of Amendment: $

Total Amount of Agreement:$ **170,040**

Remittance Address (if different)_____

Payment Schedule	Terms
[ ]Lump Sum $_____	[ ]Due on Receipt
[x]Monthly $ Per Invoice	[ ]Net 30
[ ]Other$_____	[ ]Other

[ ]Requirements contract - Requisition Required

Purchase Order No._____

[ ]Requirements Not to Exceed $_____

Encumber: Yes[ ] No[ ]

REQUIRED SIGNATURES:

Department Manager: Lolenzo Poe Date: 7/5/95

Purchasing Director:_____ Date:_____

(Class II Contracts Only)

County Counsel: Katie Gaetz Date: 7/12/95

County Chair/Sheriff: Beverly Stein Date: 7/20/95

Contract Administration:_____ Date:_____

(Class I, Class II Contracts Only)

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT: $			
LINE NO.	FUND	AGENCY	ORGANI-ZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	S UB OBJ	REPT CATEG	LGFS DESCRIP	AMOUNT	Inc/Dec Ind.
01	156	010	1100			2117			CSD Project Team	$170,040	

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

DISTRIBUTION: Contracts Administration, Initiator, Finance

S:\ADMIN\CEU\CONTRACT\CSDMID96.CAF

STATE OF OREGON COOPERATIVE AGREEMENT

CSD Contract Number: 5-0199 096511 AC3 Date: June 1, 1995

This agreement is between the State of Oregon, acting by and through its Department of Human Resources, Children's Services Division, (or its successor agency) hereinafter referred to as the "Department" and **MULTNOMAH COUNTY, DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND DRUG PROGRAMS** hereinafter referred to as the "County ". The Department's supervising representative for this agreement is **Lee Coleman.**

Effective Date and Duration: This agreement shall become effective on **July 1, 1995** (or on the date at which every party has signed this agreement, and when required, the Department of Administrative Services and the Department of Justice have approved this agreement, whichever date is later). This agreement shall expire, unless otherwise terminated or extended, on **June 30, 1997.** However, such expiration shall not extinguish or prejudice Department's right to enforce this contract with respect to (i) any breach of a Contractor warranty; or (ii) any default or defect in County performance that has not been cured.

Statement of Work: The statement of services to be performed and agreement provisions are contained in the following that are attached hereto and are by this reference, made a part of this agreement:

Document	Pages
SCHEDULE	6
GENERAL PROVISIONS	5
EXHIBIT 1	3

Consideration: Department agrees to pay County an amount not to exceed **$170,040.00** for accomplishment of the work, including any allowable expenses. Interim payments shall be made to County as outlined in the agreement document entitled SCHEDULE.

Amendments: The terms of this agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by the parties including, when required, the Department of Administrative Services and the Department of Justice.

COUNTY MUST COMPLETE COUNTY DATA AND CERTIFICATION

NAME: (tax filing): Multnomah County

ADDRESS: 421 SW 6th, 7th Floor, Portland, OR 97204-1618

Social Security # or Federal Tax ID. # 93-6002309
Citizenship: Non-resident alien ____ Yes __x__ No

I, the undersigned, agree to perform work outlined in this agreement in accordance with the terms and conditions and the attachments referenced herein.

Approved by the County:

Signature: Beverly Stein Title: County Chair Date: July 20, 1995

Approved by Children's Services Division, Department of Human Resources

By: _____ Date: _____

Reviewed by Contracts Officer: Nancy Mendenhall for E.D. Date: 6-2-95

Approved for Legal Sufficiency: N/A Assist. A.G. Date: _____

Reviewed: Laurence Kressel, County Counsel for
Multnomah County, Oregon

Katie Gaetjens 7/12/95

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # C-20 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

SCHEDULE

COUNTY: MULTNOMAH COUNTY, DEPARTMENT OF SOCIAL SERVICES, ALCOHOL AND DRUG PROGRAMS

DATE: JUNE 1, 1995

SECTION A SERVICES TO BE PERFORMED

1. The intent of this agreement is to establish a multi-agency Family Support Team Project from staff of the County and the Department. The Family Support Team will include the following specialists, a child welfare social service specialist, a community health nurse, and a substance abuse specialist.

   Whereas the County currently has staff providing substance abuse services, and the Department has staff providing child welfare services, this agreement will provide a model whereby these services are integrated to better serve families.

2. The County will provide substance abuse services to clients of the Family Support Team. Services include client alcohol and drug assessments, client treatment referrals, client progress monitoring, inpatient and outpatient treatment program services, and liaison with client treatment providers.

3. The Department will provide the child welfare services to clients of the Family Support Team.

4. The County and the Department agree services will be provided in accordance with Exhibit I, Description of Services, which is attached to this agreement and by this reference is incorporated in this agreement.

SECTION B CONSIDERATION

1. Funds Available and Authorized
   Except in the event that the Department has entered into a master contract, County shall not be compensated for work performed under this agreement by any other agency or department of the State of Oregon. Department has sufficient funds currently available and authorized for expenditure to finance the costs of this contract within the Department's biennial appropriation or limitation. County understands and agrees that Department's payment of amounts under this agreement attributable to work performed after the last day of the current biennium is contingent on Department receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow Department, in the exercise of its reasonable administrative discretion, to continue to make payments under this agreement. In the event the Oregon Legislative Assembly fails to approve sufficient appropriations, limitations or other expenditure authority, the Department may terminate this agreement without penalty or liability to the Department, effective upon the delivery of written notice to the County, with no further liability to the County.

2. As consideration for the personnel related services provided by the County during the period beginning July 1, 1995 and ending June 30, 1997, the Department will reimburse the County's actual, reasonable, and necessary costs, by checks(s), an amount not to exceed $170,040.00 to be reimbursed as follows:

Section B.2. continued

a. Reimbursement of County costs for the period beginning July 1, 1995 and ending June 30, 1997, an amount not to exceed $96,000.00 for the following services:
   1) Providing up to 1.0 FTE Alcohol and Drug Specialist services;
   2) Private car mileage reimbursed at published County base rate and rate per mile;
   3) Appropriate professional continuing education, training and clinical consultation, authorized and approved by supervisor according to published County policies and procedures and in consultation with the Family Support Team supervisor.

b. Reimbursement of County costs for providing alcohol and drug treatment services to Family Support Team clients who are ineligible for treatment support or other sources of reimbursement, for the period beginning July 1, 1995 and ending June 30, 1997, an amount not to exceed $74,000.00 for the following services:
   1) Inpatient and outpatient treatment services will be reimbursed according to the same scope and content of services provided by the Medicaid program to Medicaid-eligible clients. Charges will be reimbursed to the Agency by the Department at Medicaid rates in effect at the time services are rendered. Inpatient and outpatient service length of stay shall be limited to 90 days per client without re-authorization by a Family Support Team staffing.
   2) Residential treatment services will be provided at the equivalent daily rate of a State funded residential drug bed, currently $30.06 per day. In addition, residential treatment providers may bill for urinalysis collection and screening at the Medicaid rate (currently $14.00) no more than 4 times during the first 4 weeks, and no more than twice per month thereafter.

      Residential service length of stay will be limited to 95 days without re-authorization by a Family Support Team representative.

3. The County shall submit their itemized billings monthly on form CSD 294 A to Children's Services Division, Department of Human Resources, attn: Debbie Harding, Office Manager, Midtown Branch, Lloyd Plaza Bldg. 400, 1425 N.E. Irving, Portland, Oregon 97232. The County will separately identify on its billings, the costs of providing substance abuse services and inpatient and outpatient treatment programs to Family Support Team clients.

4. County shall not submit billings for, and Department will not pay, any amount in excess of the maximum compensation amount set forth above. If this maximum compensation amount is increased by amendment of this agreement, the amendment must be fully effective before County performs work subject to the amendment. No payment will be made for any services performed before the beginning date or after the expiration date of this agreement. This agreement will not be amended after the expiration date.

SECTION C PROVISIONS SPECIFIC TO THIS AGREEMENT

1. PROGRAM:

   a. The Department enters into this agreement in anticipation of requiring the County's services.

   b. County-Client Relationship: The County will establish a system through which a child and the child's parents or guardian may present grievances about the operation of the County's service program. At the time arrangements are made for the County's services, the County will advise the child and parents or guardian of this provision. The County shall notify the Department of all unresolved grievances.

Section C.1. continued

c. Services to Culturally Diverse Children and Families: Providing equal access to and maximum benefit from services for children and youth who are members of culturally diverse groups is a priority for the Department.

d. Program Records, Controls, Reports and Monitoring Procedures: The County agrees to maintain program records including statistical records, and to provide program records to the Department at times and in the form prescribed by the Department. The County agrees to establish and exercise such controls as are necessary to assure full compliance with the program requirements of this agreement. The County also agrees that a program and facilities review (including meetings with consumers, review of service records, review of policy and procedures, review of staffing ratios and job descriptions, and meetings with any staff directly or indirectly involved in the provision of services) may be conducted at any reasonable time by state and federal personnel and other persons authorized by the Department.

e. No Third Party Beneficiaries:
Department and County are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

f. Records Maintenance; Access:
County shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, County shall maintain any other records pertinent to this agreement is such a manner as to clearly document County's performance hereunder. County acknowledges and agrees that Department and, notwithstanding section e, above, the Oregon Secretary of State's Office, the Federal Government, and their duly authorized representative shall have access to such fiscal records and to all other books, documents, papers, plans and writings of County that are pertinent to this agreement for the purpose of performing examinations and audits, and making excerpts and transcripts. All such fiscal records, books, documents, papers, plans, and writings shall be retained by County and kept accessible for a minimum of 3 years, except as required longer by law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this agreement.

g. Worker's Compensation: The County, its subcontractors, if any and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for all their workers who work at a single location within Oregon for more than 30 days in a calendar year.

h. Indemnification and Insurance

Not withstanding the hold harmless provision in the General Provisions of this agreement, the County and the Department shall not be responsible for any legal liability, loss, damages, costs and expenses arising in favor of any person, on account of personal injuries, death, or property loss or damage occurring, growing out of, incident to, or resulting directly or indirectly from the acts or omissions of the other party under this agreement.

Section C.1.h. continued

Both the Department and the County shall obtain, and at all times keep in effect, comprehensive liability insurance and property damage insurance covering each respective party's own acts and omissions under this agreement. County may satisfy these requirements in any manner allowed by ORS 30.282. The Department shall satisfy this requirement through the Insurance Fund established under ORS 278.425. Such liability insurance, whatever the form, shall be in an amount not less than the limits of public body tort liability specified in ORS 30.270. In the event of unilateral cancellation or restriction by the insurance company of the County's insurance policy referred to in this paragraph, the County shall immediately notify the Department verbally and in writing.

As evidence of the insurance coverages and bond required by this agreement, and prior to the execution of this agreement, the County shall furnish certificate(s) of insurance to Children's Services Division, Department of Human Resources, ATTN: Contracts Manager, at 500 Summer Street, NE., Salem, OR 97310-1017. The certificate form to be completed by the County's insurer and bonding company will be maintained in the Department's file of this agreement.

Each insurance policy and bond must contain a provision that there shall be no cancellation, material change, or refusal to renew such insurance policies without 30 days prior written notice to the Department.

i. All records identifying family members as alcohol and drug abuse treatment clients are protected by 42 CFR Part 2, Confidentiality Regulations for Alcohol and Drug Abuse Treatment records. Disclosures of information that identifies alcohol and drug abuse clients are also protected from re-disclosure and should be stamped with the following statement: "Federal rules prohibit you from making further disclosure of this information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. The Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patient."

2. PAYMENT

a. Definitions
   1) Allowable Costs are those costs which are reasonable and necessary for delivery of services herein contracted, determined in accordance with the Office of Management and Budget (OMB) Circular A-122 as revised.
   2) Restricted Funds are funds paid to the County by the Department, plus any interest accrued thereon, which are expendable only for allowable costs under this agreement.
   3) Surplus Funds are that excess of restricted Department funds remaining after allowable costs have been deducted.
   4) Administrative Costs are those support service costs incurred in provision of the services required by this agreement by County government organizational units other than the juvenile department. Included in administrative costs are such things as payroll administration costs, accounting services, and indirect overhead expenses.

b. It is agreed that the amount to be paid under this agreement may be changed by the Department as the result of Legislative action. The Department shall provide the County written notice of any such change in payment.

Section C.2. continued

c. Payment will be made by the Department to the County, on or before the 1st of the month following the month in which services are provided, subject to receipt of the billing.

d. Cost Allocation Plan: The County will provide the Department with a written Cost Allocation Plan covering the handling and distribution of indirect costs no later than 90 days from the start of this agreement period.

e. The funds paid by the Department to the County under this agreement are restricted funds. This agreement will be administered under Federal guidelines and regulations, and will be in compliance with Federal Cost and Audit requirements which are stipulated in OMB Circulars A-122 and A-133. The County agrees to expend the agreement funds strictly in accordance with the applicable regulations.

f. Federal Requirements under Circular A-128 or A-133: Under Federal rules and regulations, if in a single fiscal year an agency receives $25,000 or more collectively of Federal financial assistance from any number of sources, including the Department, the agency is required to have an audit conducted by an independent auditor in accord with applicable laws and regulations covered by Circulars A-128 and A-133. It is the responsibility of the Department to monitor results of the agency's audit to determine that the agency has expended the Federal funds in accordance with applicable law and regulations, and that the independent audits have met the requirements covered by Circulars A-128 and A-133.

   By the end of the month of August each year the Department shall notify the County of the amount of Federal funds received from the Department. When an A-128 or A-133 audit is required, a copy of the independent audit, together with a statement of revenus and expenses reported on a functional basis, the required opinion assurances, and the auditor's letter of recommendations shall be sent to the Department no later than 90 days after completion by the County.

g. The Department reserves the right to periodically audit and review the actual expenses of the County for the following purposes:
   (1) To document the relation between the County's budget contained in the approved Diversion Plan and the amounts spent by the County.
   (2) To assure that the County's expenses are in accordance with applicable State regulations on allowable costs.
   (3) To assure that the County's expenses are in accordance with Federal OMB Circulars A-122, A-128, and A-133 as applicable, on allowable costs. If it is determined from the County's expense statements or the audits referred to above that the County has made expenditures from the funds under this Agreement for costs which are not allowable under the agreement or have not been approved by the Department, the County agrees to promptly refund the moneys so expended to the Department upon request.

h. If it is determined, from the County's expense statements or the audits referred to above, that funds remain at the end of the agreement term after approved expenses have been deducted from restricted funds paid under this agreement, such funds shall remain restricted and used to provide services during the subsequent agreement periods. A plan for expenditures of carry-over funds must be submitted to the Department at the same time the budget plan for the subsequent agreement period is submitted.

Section C.2.h. continued

The County agrees that if this agreement is terminated prior to the agreement term ending date, or if immediately following expiration of this agreement the Department and the County do not enter into a subsequent agreement for the services herein agreed upon, the County will promptly refund these surplus restricted funds.

i. If the County fails to comply with the provisions of Sections d. through h. above, the Department may invoke the remedies available to it under General Provision clauses entitled, "Termination" and "Recovery of Overpayments."

j. Fiscal Responsibility, Records, Controls, Reports and Monitoring Procedures: The County agrees to establish and exercise such controls as are necessary to assure full compliance with federal regulations and the Department's guidelines on allowable use of funds paid by the Department under this agreement.

The County agrees to collect financial statistics on a regular basis and to make financial reports at times and in the form prescribed by the Department.

GENERAL PROVISIONS

1. Government Employment Status - If payments under this contract are to be charged against federal funds, the Contractor certifies that it is not currently employed by the federal government.

2. Payments under this Contract: - Contractor will be responsible for any federal or state taxes applicable to any compensation or payments paid to Contractor under this contract. Contractor will not be eligible for any benefits from these contract payments of Federal Social Security, unemployment insurance, or workers' compensation, except as a self-employed individual.

3. Compliance with Applicable Law, Licensing and Program Standards - The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this contract, including those in the ADDENDUM TO GENERAL PROVISIONS which is attached hereto and by this reference made a part hereof. Contractor agrees that the provisions of ORS 279.312, 279.314, 279.316, 279.320, and 279.555 shall apply to and govern the performance of this contract. Contractor shall comply with all applicable state, county and municipal standards for licensing, certification and operation of required facilities, shall maintain any applicable professional license or certificate required to perform the services described in this contract, and shall comply with any other standards or criteria described in this contract.

4. Safeguarding of Client Information - The use or disclosure by any party of any information concerning a recipient of services purchased under this contract for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to such services is prohibited except on written consent of the Department, or if the Department is not the recipient's guardian, on written consent of the recipient's responsible parent, guardian or attorney.

5. Equal Rights - The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, with Section V of the Rehabilitation Act of 1973, and with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub L No. 101-336), including Title II of that Act, ORS 659.425, and all regulation and administrative rules established pursuant to those laws.

6. Access to Records - The Department, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives shall have access to the books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purpose of making audits, examinations, excerpts, copies and transcriptions. The Contractor agrees to include this provision in any subcontracts which may be authorized.

7. Retention of Records - The Contractor agrees to retain all books, records, and other documents relevant to this contract for three years after final payment is made under the contract or all pending matters are closed, whichever is later. If an audit, litigation or other action involving the contract is started before the end of the three year period, the records shall be retained until all issues arising out of the action are resolved or until the end of the three year period, whichever is later.

8. Subcontracting - Unless subcontracting is authorized elsewhere in the contract, the Contractor shall not enter into any subcontracts for any of the work contemplated under this contract without obtaining prior written approval form the Department, which approval shall be attached to the original contract. Prior written approval shall not be required for the purchase by the Contractor of articles, supplies and services which are incidental to the provision of residential care and related services under this contract but necessary for the performance of such work (e.g. facilities maintenance). Approval by the Department of a subcontract shall not result in any obligations to the Department in addition to the agreed rates of payment and total consideration. Any subcontracts which the Department may authorize shall contain all requirements of this contract, and the Contractor shall be responsible for the performance of the subcontractor.

9. Force Majeure - Neither the Department nor Contractor shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, acts of God and war which is beyond respectively, the Department's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.

10. Termination

a. This contract may be terminated by mutual consent of both parties, or by the Department upon 30 days' written notice to Contractor, delivered personally or by certified mail.

b. The Department may also terminate this contract effective upon delivery of written notice to the Contractor, or at such later date as may be established by the Department, under any of the following conditions:

1) If Department funding from state or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services as required in this contract. The contract may be modified to accommodate the change in available funds.

2) If state laws, regulations or guidelines are modified, changed or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

3) If any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this contract is for any reason denied, revoked, suspended, not renewed or changed in such a way that the Contractor no longer meets requirements for such license or certificate.

Termination under (this) paragraph a. and b. shall be without prejudice to any obligations or liabilities of either party already reasonably incurred prior to such termination.

c. Contractor's timely and accurate performance in accordance with the requirements and delivery schedule set forth in this contract is of the essence of this contract. The Department, by written notice to the Contractor, may immediately terminate the whole or any part of this contract under any of the following conditions:

1) If the Contractor fails to provide services called for by this contract within the time specified or any extension thereof.

2) If the Contractor fails to perform any of the other requirements of this contract or so fails to pursue the work so as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from the Department specifying such failure, the Contractor fails to correct such failure within 15 calendar days or such other period as the Department may authorize.

If the contract is terminated under this paragraph., the Department's obligations shall be limited to payment for services provided in accordance with the contract prior to the date of termination, less any damages suffered by the Department. The rights and remedies of the Department in this section related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to many other rights and remedies provided to the Department by law or under this contract.

11. Enforcement of Contract - The passage of the contract expiration date shall not extinguish or prejudice the Department's right to enforce this contract with respect to any default or defect in performance that has not been cured.

12. Waiver of Default - The failure of the Department to enforce any provision of this contract shall not constitute a waiver by the Department of that or any other provision.

13. Severability - The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

14. Dual Payment - Contractor shall not be compensated for work performed under this contract by any other agency of the State of Oregon.

15. Fees Prohibited - The Contractor will not impose or demand any fees from any person or agency for services provided and paid for under this contract, unless the fees have been approved in advance by the Department.

16. State Tort Claims Act - Contractor is not an officer, employee, or agent of the state as those terms are used in ORS 30.265.

17. Hold Harmless Provision - Contractor shall defend, save and hold harmless the State of Oregon, the Department of Human Resources, the Department and their officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of the Contractor or its subcontractors, agents or employees under this contract, including failure of contractor to comply with the nondiscrimination requirements of section 5.

18. Assignment of Contract - Successors in Interest - The Contractor shall not assign or transfer its interest in this contract without prior written approval of the Department which shall be attached to the original contract. Any such assignment or transfer, if approved, is subject to such conditions and provisions as the Department may deem necessary. No approval by the Department of any assignment or transfer of interest shall be deemed to create any obligation of the Department in addition to the agreed rates of payment and total contract consideration. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

19. Funds Available and Authorized - The Department certifies that at the time the contract is written that sufficient funds are authorized and available for expenditure to finance costs of this contract within the Department's current appropriation or limitation.

20. Recovery of Overpayments - If billings under this contract, or under any other contract between the Contractor and the Department, result in payments to the Contractor to which the Contractor is not entitled, the Department, after giving written notification to the Contractor, may withhold from payments due to the Contractor such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

21. Other Agency Approvals - If the amount of this contract, including all amendments thereto, exceeds $25,000, approval for legal sufficiency by the Attorney General is required. If this contract provides for the provision of professional service to the benefit of the Department and is not exclusively for the benefit of Department clients or other third party entities, approval by the Executive Department is required. All such approvals, when required, shall be obtained before any work may begin under this contract.

22. Controlling State Law - The provisions of this contract shall be construed and enforced in accordance with the provisions of the laws of the State of Oregon. Any action or suit involving any question arising under this contract must be brought in the appropriate court of the State of Oregon.

23. Ownership of Work Product - All work products of the Contractor which result from this contract are the exclusive property of the Department.

24. Equal Employment Opportunity - If this contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). OMB Circular A - 102,¶ 14.c.

25. Clean Air, Clean Water, EPA Regulations - If this contract, including amendments, exceeds $100,000 then Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Department and to the U.S.E.P.A. Assistant Administrator for Enforcement (EN-329). All subcontracts, including amendments, which exceed $100,000 shall include this language. OMB Circular A-102, ¶14.i.

26. Energy Efficiency - Contractor shall comply with applicable mandatory standards and policies relating to energy efficiency which are contained in the Oregon energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-165). OMB Circular A-102, ¶ 14.j.

27. Truth in Lobbying - The Contractor certifies, to the best of the Contractor's knowledge and belief that:

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

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

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

d. The undersigned is solely responsible for all liability arising from a failure by the undersigned to comply with the terms of this certification. Additionally, the undersigned promises to indemnify the Department for any damages suffered by the Department as a result of the undersigned's failure to comply with the terms of this certification.

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

28. Merger Clause - THIS CONTRACT WHICH INCLUDES ALL ATTACHED OR REFERENCED EXHIBITS, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES AND WHEN REQUIRED THE EXECUTIVE DEPARTMENT AND DEPARTMENT OF JUSTICE. 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. CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

ADDENDUM TO GENERAL PROVISIONS

CONTRACTOR AGREES TO BE IN COMPLIANCE WITH APPLICABLE LAW:

279.312 Conditions of public contracts concerning payment of laborers and materialmen, contributions to Industrial Accident Fund, liens and withholding taxes. Every public contract shall contain a condition that the contractor shall:

(1) Make payment promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract.

(2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract.

(3) Not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

(4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

279.314 Condition concerning payment of claims by public officers. (1) Every public contract shall also contain a clause or condition that, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal, corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract.

(2) The payment of a claim in the manner authorized in the section shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279.316 Condition concerning hours of labor. (1) Every public contract shall also contain a condition that no person shall be employed for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279.051, the laborer shall be paid at least time and a half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279.334.

(2) In the case of contracts for personal services as defined in ORS 279.051, the contract shall contain a provision that the laborer shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

279.320 Condition concerning payment for medical care and providing workers' compensation. (1) Every public contract shall also contain a condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all moneys and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

(2) Every public contract also shall contain a clause or condition that all employers working under the contract are subject employers that will comply with ORS 656.017.

RECYCLING

As required by ORS 279.555, in the performance of this contract the Contractor shall use, to the maximum extent economically feasible, recycled paper.

EXHIBIT I

FAMILY SUPPORT TEAM
Project Description

The Multnomah Midtown Branch Children's Services Division (CSD) Family Support Team Project will provide the staff and services to assure eligible families will be provided with an opportunity to work with a multi-agency team of professionals, including CSD caseworkers, human services aids, and administrative support; and a Multnomah County substance abuse specialist; and a Multnomah County health nurse. The team will work as partners with families to ensure the well-being of children, reduce the likelihood of abuse and/or neglect, including drug exposed infants, and to provide a supportive environment allowing for the healthy development of children. This team will play one part of a multi-agency effort to meet the Oregon Benchmark Goals of a reduction in the number of children abused or neglected (Benchmark #4), an increased percentage of babies and infants receiving basic health care (Benchmark #12), and an increased percentage of children entering kindergarten meeting specific developmental standards (Benchmark #13).

Families targeted to receive services of the Family Support Team will include primarily those families with children under the age of five years who have a founded child protective services (CPS) referral. The casework approach used with the families will be the nationally-recognized Family Unity Model. This model provides an arena for the strengthening of natural family support systems which will continue to support client families long after the Division's case is closed. This model, in conjunction with the accessibility of health services arranged through the community health nurse and substance abuse specialist will provide a barrier-free way for the professional community to support families. When services are in place and the level of risk has been reduced, families may continue to receive services through contracted or non-contracted providers, as part of a community after-care plan.

The Midtown Branch Family Support Team will have a contractual collaboration with the primary service providers: Children's Services Division, the Multnomah County Alcohol and Drug Evaluation Program, the Multnomah County Health Department, and a variety of local treatment providers. Service linkages with additional organizations such as Head Start, crisis relief nurseries, the Multnomah County Housing Authority, and others will be the responsibility of team members. Such a broad-based approach has proven necessary to effect change in nulti-problem families that have reached the attention of Children's Services Division.

Substance abuse services include the following:

1. Provide a formalized, in-depth alcohol and drug assessment on Family Support Team clients.
2. Participate in multi-disciplinary treatment planning for each referred family.

3. Work with Family Support Team members and other involved specialists to develop an initial service agreement with the family that outlines goals and expectations.
4. Refer families to the most appropriate and accessible alcohol and drug treatment (i.e....,"treatment brokering") and sobriety plans with clients awaiting formal treatment.
5. Monitor progress of clients in alcohol and substance abuse treatment programs.
6. Liaise between treatment providing agencies and the Family Support Team.
7. Receive discharge summaries when clients terminate treatment and work with families and professional team to enact a plan to prevent relapse.
8. Maintain follow-up contact with clients' CSD caseworkers to assist with relapse intervention for the amount of time negotiated in service agreements.
9. Provide drug screening tests to clients as necessary.
10. Participate in periodic staffings and weekly Family Support Team meetings.
111. Participate in Family Unity Meetings as needed.
12. Provide alcohol ad drug information and consultation to families and service participants as requested.
13. Provide training for Family Support Team and other Midtown Branch CSD staff regarding substance abuse issues.

Outcomes

The anticipated outcomes of the project will be:

1. Parents who are better able to provide for the physical and emotional needs of their children.
2. Families who will have more rapid access to needed services.
3. A shortened length of stay when placement of children in out-of-home care has been necessary.

Effectiveness

The effectiveness of the Midtown Branch Family Support Team will be measured by:

1. A reduction in new child abuse and/or neglect referrals on families who have received the services of the Family Support Team.
2. Reduced lengths of stays in out-of-home care of children of families receiving Family Support Team services.
3. Notable positive changes in parental or caretaker self-sufficiency.
4. An increased use of available community resources by families in need.
5. A notable positive change in the developmental screening inventory of pre-school aged children.

Anticipated Benefits

It is anticipated that the number of children entering foster care after a founded child abuse complaint will be reduced by about 40% and that the length of foster care placements will be reduced by 20%. It is estimated that subsequent CPS referrals within twelve months from initial assessments will be reduced by an additional 50%.

In addition, the project is expected to produce additional community savings related to Family Support Team clients maintenance of drug-free lifestyles, increased employability, and improved self-sufficiency.

PLEASE PRINT LEGIBLY!

MEETING DATE 7/20/95

NAME Richard L Koenig

ADDRESS PO Box 15045

STREET

Portland, OR 97215

CITY ***ZIP***

I WISH TO SPEAK ON AGENDA ITEM NO. R-1

SUPPORT _____ ***OPPOSE*** _____

SUBMIT TO BOARD CLERK

DATE: 7/13/95

TO: Beverly Stein and Sharron Kelley, Multnomah Co. Commissioners

FROM: Richard L. Koenig, Two parent family advocate

Dear Bev and Sharron:

Freedom of choice is a moot point if one does not know that choices exist.

I have no personal knowledge of what representations are made when Hugh McIsaac's Family Services Department mediation program first touches a divorcing couple. I could be suprized, but I am willing to bet that there is no hint that there are alternatives to his program available which are perfectly legitimate. Maybe one of Multnomah County's Commissioners would be willing to entertain this bet?

If choices must be bought with hard earned cash, but one choice must be paid for regardless of whether it is choosen, is there freedom of choice?

When potential mediation clients are aware that the "mandatory mediation law" does not specify who is to mediate, and that they may retain the services of any private mediator, pocketbook pressure still demands that they give their business to Hugh McIsaac. Thanks for this goes to the law which allows counties with "court related mediation" programs to add a sur charge to divorce filing fees to cover mediation costs.

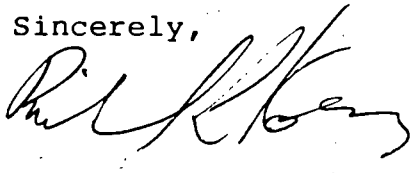
In a society where many victims of public education lack choice out of ignorance, and where the middle clss is turning into the gap between the rich and the poor, it is easy for Hugh McIsaacs's program to take on the image of monopoly.

There are laws against monopoly. Part of the rationale behind anti-trust law is that when one party controls, quality falls and consumers lose. We have choices here in Multnomah County;

We can encourage quality services for individuals at a time when they are most vunerable by letting them know that mediators are actually listed in the yellow pages under that heading. And then make sure that the sur charge to cover mediation goes to that purpose, even if if is done by a private provider.

Or, we can easily convince distraught family members that the "court related mediators" are the only way to go, and press them through what Hugh McIsaac has described as a "ministerial function of the court".

Sincerely,



Richard L. Koenig
P.O. Box 15045
Portland, OR 97215

Meeting Date: JUL 20 1995
Agenda Number: R-2

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: SERVICE AWARDS - SECOND QUARTER 1995

BOARD BRIEFING: DateRequested: July 20, 1995
Amount of Time Needed: 15 minutes

REGULAR MEETING: Date Requested: _____
Amount of Time Needed: _____

DEPARTMENT: Non-Dept DIVISION: Employee Services

CONTACT: Gail Foster or Curtis Smith TELEPHONE #: 248-5015
BLDG/ROOM #: 106/1430

PERSON(S) MAKING PRESENTATION: Curtis Smith

ACTION REQUESTED

[X] Informational Only [ ] Policy Direction [ ] Approval [ ] Other

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

Presentation of Employee Service Awards - 27 employees have indicated they plan to attend the meeting to receive their awards.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____
OR

DEPARTMENT MANAGER: Susan Ayers

1995 JUL 10 PM 2:56
BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY OREGON

All Accompanying Documents Must Have Required Signatures

Any questions: Call the Office of the Board Clerk 248-3277 / 248-5222
N:\DATA\EMPSER\WPDATA\GF035

SERVICE AWARDS - 1995 - SECOND QUARTER (April, May and June) 7/10

EMPLOYEES WHO INDICATED THEY WOULD BE ATTENDING JULY 20, 1995:

ASD - Five Year
Bruce Lloyd
Annette Potts
Brian Scazzafavo
James Surrency
Donna Waltman

DCC - Five Year
Marie Griffiths

DES - Five Year
Patricia Frahler

JJD - Five Year
Karl Johnson

LIB - Five Year
Jeanne Goodrich

NON-D - Five Year
Nancy McCoy
Carol Ward

DA's - Ten Year
Leslie Brunton

DES - Ten Year
Jerry Buchanan
Gail McKeel
Steven Miles
Carol Nichols

DCC - Fifteen Year
Janet Hendry

DES - Fifteen Year
Rickie Gilmore
John Lockhart
Sandra McFarland
Sharyn Middleton
Edgardo Rivera
Teresa Rutledge

NON - Fifteen Year
Mary Boyer

DES - Twenty Year
Michael Bufton
Shirley Burlingham
Ralph Schaffer, Jr.

N:\DATA\EMPSER\WPDATA\GF95SABD.2Q

Meeting Date: JUL 20 1995

Agenda No.: R-3

(Above space for Clerk's Office Use)

AGENDA PLACEMENT FORM

SUBJECT: DCC Employee Recognition Awards

BOARD BRIEFING Date Requested: _____

Amount of time needed: _____

REGULAR MEETING Date Requested: July 20, 1995

Amount of time needed: _____

DEPARTMENT: Community Corrections DIVISION: Administration

CONTACT: David Paul TELEPHONE #: 248-5056 x 7245

BLDG/ROOM #: 161/600

PERSON(S) MAKING PRESENTATION: Robin Rossmiller, David Paul

ACTION REQUESTED:

☐ INFORMATIONAL ONLY ☐ POLICY DIRECTION ✓ APPROVAL ☐ OTHER

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

The following staff received employee recognition awards for 1995:
Employee of the Year, Kathleen Treb; **Highest Professional Standards:** Dave Landis, Peter Sturdevant, Carl Goodman, Robin Rossmiller; **Meritorious Service:** Bill Bender, OB Addy, Kwame Boateng, Mike Grimes, Gloria Maier, Karen Rhein; **Community Recognition:** Matthew Delenikos, Katy Gallagher.

7/20/95 Duplicate ORIGINALS to EACH Recipient & to TAMARA HOLDEN

SIGNATURES REQUIRED:

ELECTED OFFICIAL M. Tamara Holden

Or

DEPARTMENT MANAGER V

BOARD OF COUNTY COMMISSIONERS
1995 JUL 12 AM 9:05
MULTNOMAH COUNTY OREGON

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

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BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

In the Matter of recognizing the contributions of Kathy Treb, Dave Landis, Peter Sturdevant, Carl Goodman, Robin Rossmiller, Bill Bender, Ob Addy, Kwame Boateng, Mike Grimes, Gloria Maier, and Karen Rhein	)	PROCLAMATION 95-162

WHEREAS the Mission of the Department of Community Corrections is to enhance public safety and to promote the positive change of offenders in the community through integrated supervisory, rehabilitative and enforcement strategies, and

WHEREAS the County wishes to recognize outstanding performance by citizens and employees in accomplishing this Mission, and

WHEREAS Kathy Treb, Dave Landis, Peter Sturdevant, Carl Goodman, Robin Rossmiller, Bill Bender, Ob Addy, Kwame Boateng, Mike Grimes, Gloria Maier, and Karen Rhein have been nominated by their peers for such recognition, and

WHEREAS they first received these awards at the Multnomah County Department of Community Corrections Recognition Ceremony on March 16, 1995, and

NOW, THEREFORE it is proclaimed that these good people have the gratitude and respect of the people of this County for jobs well done.

Approved this 20th day of July, 1995.

MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

Meeting Date: July 20, 1995

Agenda No.: R-4

(Above Space for Board Clerk's Use *ONLY*)

AGENDA PLACEMENT FORM

SUBJECT: An Ordinance Amending Ordinance Nos. 720 and 772 to Make Changes in the Bylaws of the Metropolitan Human Rights Commission

BOARD BRIEFING: Date Requested:
Amount of Time Needed:

REGULAR MEETING: Date Requested: Thursday, July 20, 1995
Amount of Time Needed: 10 Minutes

DEPARTMENT: Metropolitan Human Rights Commission DIVISION:

CONTACT: Helen Cheek TELEPHONE: 823-5136 823-5202
BLDG/ROOM: 106/516

PERSON(S) MAKING PRESENTATION: Helen Cheek

ACTION REQUESTED:

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

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

Action: Change in the bylaws of the Metropolitan Human Rights Commission.

Members of the Metropolitan Human Rights Commission decided at the annual retreat that the Commission could function more effectively and efficiently without standing committees, but rather with Task Forces which would respond to current community concerns. The proposed amendments also change the titles of certain MHRC officers, specify when new commissioners are appointed, reduce the membership on the Executive Committee, modify responsibilities of the Executive Committee, and make other minor changes to the bylaws.

There are no financial or budgetary impacts.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: Beverly Stein

OR

MANAGER: _____

1995 JUL 17 AM 8:27
MULTNOMAH COUNTY OREGON
BOARD OF COUNTY COMMISSIONERS

Any Questions? Call the Office of the Board Clerk at 248-3277 or 248-5222.
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METROPOLITAN HUMAN RIGHTS COMMISSION
1120 SW Fifth Avenue, Rm. 516
Portland, Oregon 97204-1989

July 7, 1995

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Helen Cheek, Director of Metropolitan Human Rights Commission

TODAY'S DATE: July 7, 1995

REQUESTED PLACEMENT DATE: July 13, 1995

RE: Ordinance to change Metropolitan Human Rights Commission (MHRC) by-laws

I. Recommendation/Action Requested:

Approval of changes to MHRC bylaws.

II. Background/Analysis

When MHRC was formed in July of 1992, the bylaws provided for three standing Issue Committees: Hate Crimes, Diversity and Civil Rights. As the Commission proceeded with its work developing programs and responses to community needs, more committees were formed to address the situations. For example, a Gay/Lesbian committee was convened to provide education on Civil Rights Issues, an Education committee which worked with the school districts on educating parents as to their rights and responsibilities. The Commission decided at its annual retreat that the work could be carried on more effectively without standing committees, but rather with Task Forces which would respond to current community concerns.

III. Financial Impact:

N/A

IV. Revised bylaws have been reviewed and approved Laurence Kressel, County Counsel.

V. None

VI. N/A

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July 7, 1995

VII. The changes were discussed extensively at the annual retreat and approved at an MHRC meeting.

VII. The bylaw changes were approved by Commissioner Gretchen Kafoury and City Attorney Madelyn Wessel. The changes will be presented to Portland City Council in July.

METROPOLITAN HUMAN RIGHTS COMMISSION
1120 SW Fifth Avenue, Rm. 516
Portland, Oregon 97204-1989

ORDINANCE FACT SHEET

Ordinance Title: Metropolitan Human Rights Commission (MHRC) bylaw change.

This ordinance will change MHRC bylaws by eliminating standing Issue Committees and allowing for Task Forces to be created as issues arise. Other changes are eliminating office of Secretary in favor of a second-vice president; setting requirements for membership on Task Forces to reflect the diversity of the community and the interests of groups affected by the issue addressed by the Task Force and include age, gender and geographic balance.

This will allow the Commission more flexibility in addressing current issues.

There will be no fiscal impact.

SIGNATURES

Person Filling Out Form Helen Check, Director of MHRC

Department Manager/Elected Official _____

c:\wp51\helen\bymemo
July 7, 1995

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

ORDINANCE NO. _____

An ordinance amending Ordinance Nos. 720 and 771 to make changes in the Bylaws of the Metropolitan Human Rights Commission.

MULTNOMAH COUNTY ORDAINS AS FOLLOWS:

Section 1. Purpose

(A) Ordinance No. 720, passed by the Multnomah Board of County Commissioners on April 30, 1992, created the Metropolitan Human Rights Commission (MHRC) through an intergovernmental agreement between Multnomah County and the City of Portland.

(B) The MHRC Bylaws, adopted as part of the ordinance, established the operational procedures and administrative structure for the organization.

(C) Ordinance No. 771 passed by the Multnomah Board of County Commissioners on July 8, 1993, amended the MHRC Bylaws to change the quorum requirement, the frequency of meetings and to require a simple majority of Executive Committee members as a quorum for conduct of Executive Committee business.

(D) MHRC has found that additional amendments of its Bylaws are necessary. The proposed amendments change the titles of certain MHRC officers, specify when new commissioners are appointed, reduce membership on the Executive Committee from eight to five persons, modify certain aspects of Executive Committee authority, and make other minor changes to the Bylaws.

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

(E) Attachment A sets forth the MHRC Bylaws in their entirety, showing the amendments now proposed by MHRC.

Section 2. Adoption of Bylaw Amendments

The MHRC Bylaw amendments as shown on Attachment A to this ordinance, are adopted.

ADOPTED this _____ day of _____, 1995, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

(SEAL)

_____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

By _____
Laurence Kressel, County Counsel
For Multnomah County, Oregon

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07/13/95:1

MULTNOMAH COUNTY COUNSEL
1120 S.W. Fifth Avenue, Suite 1530
P.O. Box 849
Portland, Oregon 97207-0849
(503) 248-3138

ARTICLE I
METROPOLITAN HUMAN RIGHTS COMMISSION ("MHRC", "COMMISSION")

SECTION 1. MISSION & PURPOSE

The Metropolitan Human Rights Commission believes in the dignity and worth of all human beings. MHRC's mission is to foster mutual understanding and respect, and to protect the human rights of all persons in the City of Portland and Multnomah County regardless of socio-economic status, religion, ethnicity, race, national origin, disability, age, gender, and sexual orientation.

The Metropolitan Human Rights Commission is organized to help citizens and government in the City of Portland and Multnomah County to achieve the goal of embracing and celebrating diversity, eliminating bigotry, and enhancing a sense of community.

SECTION 2. MEMBERSHIP, APPOINTMENT, TERM OF OFFICE, VACANCIES

A. Membership. The Metropolitan Human Rights Commission of 15 members shall be constituted of three (3) Officers: Chairperson ("Chair"), ~~Vice-Chairperson ("Vice-Chair"),~~ Program Vice Chairperson and Administration Vice-Chairperson ~~Secretary;~~ and twelve (12) Commissioners.

(1) Nine (9) members shall be appointed by the Mayor of the City of Portland and six (6) members shall be appointed by the Chair of the Multnomah County Commission. The Chairperson of the Commission shall be appointed jointly by the Mayor and the County Chairperson.

(a) Elected public officials and employees of the City of Portland ("the City") and Multnomah County ("the County") may not serve on the Commission.

(b) No Commission member may receive funds directly, or be an employee of an agency that receives funds, from the Commission.

(c) The Portland City Council and Multnomah County Commissioners shall ratify through ordinance the respective appointments of the Mayor and County Chairperson.

(2) Members shall serve at the pleasure of the appointing authority. Members shall be expected to conduct themselves throughout their term of office in a manner consistent with the goals and purposes of the Commission and shall perform the duties and responsibilities as set forth in these Bylaws.

(3) The Mayor and County Chairperson may appoint such ex officio members as they deem advantageous to accomplishing the mission of the Commission, said ex officio members to be without vote on the Commission.

B. Terms of office for all members shall be for three (3) years except for initial appointments to the Commission. Members may serve no more than two consecutive three-year terms. Terms of Office shall be staggered to provide continuity of membership on the Commission. Initial appointments and terms of office shall be specified in "Appendix 1" attached hereto. Appointments of commissioners shall occur in the fall, no later than Nov. 1 coincident with the Annual Meeting.

C. Vacancy in office

(1) A vacancy on the Commission shall exist:

(a) upon expiration of a completed term of office;
(b) upon formal written resignation of a Commission member;
(c) upon removal of a member from office;
(d) because of violation of the prohibition in Section 2, A (1)(b) regarding receipt of funds;
(e) when a member files as a candidate for any public office or accepts compensated employment within the City or County government.

(f) if the vacancy is the result of a completed term of office, the appointing authority shall name an individual to serve for a full term of office. In the case of resignation or removal from office the appointment shall be for the remaining unexpired term. If the time remaining in the term of office created by the vacancy is five (5) months or less, the appointment to fill the vacancy may be for the remaining unexpired term plus three years.

(2) A Commissioner may be presumed to have vacated his or her position as Commissioner and the appointing authority may fill the vacancy for one or more of the following reasons:

(a) A Commission member has missed three (3) consecutive regularly scheduled meetings of the full Commission; however, the Chair may excuse the absence of a member for good cause.

(b) A Commission member has misused or misappropriated funds of the Commission.

(c) A Commission member has failed to perform the duties of office as specified in these Bylaws.

(3) The Commission may recommend to the Mayor and County Chair the names of prospective Commission members from among the membership of the Issue Committees and the community. The Chair and Executive Director (see Article III, infra.) shall from time to time advise the Mayor and County Chair with respect to the needs for talent, expertise, and diversity on the Commission.

SECTION 3. OFFICERS

A. General. The officers of the Commission shall consist of a chairperson, a Program Vice-Chairperson and an ~~secretary~~ Administration Vice-Chairperson. All officers shall serve one year terms effective immediately following the Annual Meeting. The chairperson may be reappointed to one consecutive term. The Program Vice-Chairperson and administration Vice-Chairperson ~~secretary~~ shall be elected by the Commission from among its members at the Annual Meeting of the Commission. All officers

shall serve until their successors are elected or, in the case of the chairperson, appointed. In addition to the duties set forth below, each officer shall also perform such other duties as may be prescribed by the Commission.

B. Chairperson. The Chairperson shall preside at all meetings of the Commission and the Executive Committee, shall be ex officio member of all committees, and shall perform such other duties as are usually incident to such office.

(1) The Chairperson shall assist the Mayor and County Chair in the selection and annual performance evaluation of an Executive Director for the Commission.

(2) The Chairperson shall maintain regular communication with the Mayor and County Chair and shall be the principal spokesperson for the MHRC.

C. Program Vice-Chairperson. The Program Vice-Chairperson, in the absence of the Chairperson, shall perform the duties of the Chairperson. The Program Vice-Chairperson shall have general oversight responsibilities for the ~~Issue Committees~~ Task Forces created under Article II, Section 2 of these bylaws.

~~(1) The Vice-Chair shall annually appoint, and the Commission shall confirm, the chairpersons of the Issue Committees.~~

D. ~~Secretary. The Secretary shall keep and authenticate the records of the Commission, shall keep minutes on actions taken at any regular, special, or emergency meeting of the Commission, and shall assist the Chair person in conducting meetings of the Commission as described in Section 5 herein.~~

Administration Vice Chairperson. The Administration Vice Chairperson is responsible, with staff assistance, for planning the annual retreat and assisting the Chairperson with assigned duties.

SECTION 4. RESPONSIBILITIES OF THE COMMISSION

The Metropolitan Human Rights Commission shall:

A. Develop and implement policies and positions of the MHRC consistent with its mission and purpose;

B. Establish and maintain dialogue with the broad range of community and cultural groups operating in the City and the County;

C. Conduct public meetings, hearings, and special events as required to determine the issues, problems, and needs facing Portland and Multnomah County residents in the areas of human rights and cultural diversity;

D. Based upon a foundation of public dialogue, establish annual goals for the Commission and approve and direct the annual work plans and activities of the ~~Issues Committees~~ Task Forces;

E. Issue and present to the Portland City Council, Multnomah County Commission and the citizens an Annual Report and a six-month progress report of the activities and accomplishments of the Commission;

F. Approve the Commission's annual budget and work program and submit both to the Portland City Council and Multnomah County Commission by January 31 of each year;

G. Recommend to the City and the County programs, policies and actions which would further the goals of human rights, diversity and cultural harmony in the community;

H. The Commission may delegate any non policy-making authority to Commission committees and staff as required to accomplish the mission and goals of the **MHRC**.

SECTION 5. MEETINGS OF THE COMMISSION

A. The Commission shall meet monthly, which includes an Annual Meeting in the Fall. Special meetings may be held as necessary.

(1) Nine (9) members shall constitute a quorum; a simple majority of those members present shall constitute a voting majority for purposes of conducting business at any meetings of the Commission.

(2) Special meetings of the Commission may be called by agreement of the Executive Committee; provided, however, that a regular Commission meeting is not scheduled within 30 days of the requested special meeting date.

(3) Emergency meetings of the Commission may be called under procedures authorized in a special Crisis Response Plan approved annually by the Commission.

(4) The fiscal year of the Commission shall be July 1 to June 30.

B. The Commission shall conduct business according to Roberts Rules of Order, Rev. unless otherwise expressly noted in the bylaws and shall conduct meetings and maintain records in compliance with Oregon laws governing public meetings and public records.

SECTION 6. EXPENDITURE OF FUNDS

Neither the Commission nor its individual members shall have authority to expend or encumber funds budgeted to the Commission. All disbursements of funds shall be made by the Executive Director with the oversight of the Mayor or the Mayor's designee and according to established budget and accounting policies and practices of the fiscal agent, which shall be the City of Portland. However, the Commission or its Executive Committee may request of the Executive Director that funds be expended or encumbered to accomplish the work program of the Commission as approved in the annual budget.

ARTICLE II. COMMITTEES

SECTION 1. EXECUTIVE COMMITTEE

A. The purpose of the Executive Committee shall be to conduct the business of the **MHRC** between regularly scheduled meetings of the full Commission, as expressly authorized by the Commission.

B. Members of the Executive Committee shall be ~~eight (8)~~ five (5): the **MHRC** Chair, Program Vice-Chair, and Secretary, Administration Vice-Chair, ~~the chairs of the three Issue committees~~, plus two (2) **MHRC** Commissioners-at-large. The Commission shall at its Annual Meeting elect from among its members the two Commissioners to serve on the Executive Committee.

C. Responsibilities:
The Executive Committee shall:

(1) Meet as needed. Meetings may be called by the Chair or

any three members of the Committee;

(2) Monitor the work program and timetable of the ~~Issues Committees~~ Task Forces;

(3) Receive, approve, and monitor an annual plan for staffing **MHRC** committees and activities and assisting the Commission in accomplishing its mission, goals and activities;

~~(4) Prepare the agendas for the full Commission meetings;~~

~~(5)~~(4) As authorized by the full Commission, make decisions or act on behalf of the Commission;

~~(6)~~(5) Administer a "crisis response plan" approved by the Commission;

~~(7)~~(6) Review new issues, information or community requests and forward to the Commission for action.

D. Operations and Limitations:

(1) Authorization to act on behalf of the Commission must be obtained through a motion duly seconded and passed by a majority of the full Commission at a regularly scheduled or special Commission meeting, or through the approved crisis response plan.

(2) A simple majority of current sitting members shall constitute a quorum. A majority of those present must agree before any action is taken.

(3) Minutes of Executive Committee meeting shall be kept and reported in writing to the full Commission within ten (10) days of each Executive Committee meeting.

(4) A regular monthly meeting time and place shall be set by the **MHRC** Chairperson; changes from this schedule may be made with 7 days written advance notice.

(5) The Executive Committee may not take positions, other than through the crisis response plan, or issue statements or reports except as authorized by the Commission, nor may it change any policy or directive of the Commission.

SECTION 2. ~~ISSUE COMMITTEES~~ TASK FORCES

A. ~~Established. Three issue-oriented standing committees are created in the following areas:~~

~~(1) Hate Crimes Monitoring and Response~~

~~(2) Future Focus Diversity Action Plan Implementation~~

~~(3) Civil Rights, Affirmative Action, and Disability Project Monitoring and Response~~

Task Forces are created as needed.

B. Responsibilities of ~~Issue Committees~~ Task Forces shall be:

(1) To assist the Commission to seek out community views and encourage community dialogue to identify the issues, problems and needs in their respective issue area;

(2) To develop and submit to the full Commission ~~an annual~~ a work plan to accomplish goals and conduct activities that respond to identified needs;

(3) To assist the Commission in bringing groups and individuals together to build coalitions and facilitate collaborations on human rights issues;

(4) To assist the Commission to develop leadership in the community in the areas of cultural understanding and human rights advocacy;

(5) To produce and submit to the Commission ~~an annual report and semi-annual progress~~ a report of their activities.

C. ~~Members of Issues Committees shall be appointed by the Commission. Membership should reflect the diversity of the community and the interests of groups affected by the issues, and include age, gender, and geographic balance. The Commission shall determine the appropriate size and term of office of each Issue Committee, and shall approve any sub-committees established within the Issue Committees. Committee members shall include the following:~~

~~(1) A Chair, who shall be a Metropolitan Human Rights Commission member but not an officer;~~

~~(2) At least one (1) other Commission member but not an officer;~~

~~(3) Neighborhood, ethnic, religious, community, and business groups;~~

~~(4) Other human rights and human relations organizations in the community;~~

~~(5) Interested citizens from the community at large.~~

~~(6) The Commission may appoint such ex officio members as they deem advantageous to accomplishing the work program of the committees, said ex officio members to be without vote on the committees.~~

~~D. Procedures. Issue Committees shall establish regular meetings and operating guidelines and procedures as appropriate to accomplishing their work program.~~

Members of the Task Forces need to support the mission

statement of the Commission. Membership of each Task Force should reflect the diversity of the community and the interests of groups affected by the issue addressed by that Task Force; and include age, gender, and geographic balance. Task Force members shall include at least one commissioner as liaison to the Commission.

ARTICLE III. STAFF

SECTION 1. EXECUTIVE DIRECTOR

A. Employment. An Executive Director of the Commission shall be hired as an employee of the City of Portland.

(1) The Mayor, in consultation with the Chair of Multnomah County Commission and Chairperson of the MHRC, shall determine the qualifications, develop the job description, and appoint an Executive Director for the Commission in accordance with City of Portland personnel policies and procedures.

(2) Authority to discipline or terminate employment of the Executive Director rests with the Mayor.

B. Performance and Evaluation The Mayor, County Chair and **MHRC** Chair shall annually evaluate the performance of the Executive Director.

(1) The performance of the director shall be evaluated based on execution of a staffing plan submitted by the Director and approved by the Executive Committee.

(2) **MHRC** members who object to the performance of the Executive Director shall address their concerns to the **MHRC** Chair, who shall promptly make those objections known to the Director. Such objections may be raised by the **MHRC** Chair during the performance evaluation, or at any time with the Mayor if, in the judgement of the Chair, a substantial problem exists in the Director's performance of his or her duties and responsibilities.

C. Duties and Responsibilities.

(1) The Director shall be the chief executive officer of the Commission and shall have supervisory authority over the staff and offices assigned to the Commission by the budgeting authorities. The Director shall execute the programs and policies of the Commission according to a staffing plan submitted in writing annually to and approved

by the Executive Committee.

(2) The duties and responsibilities of the Executive Director shall be specified in the job description for the position and shall be reviewed and revised as deemed necessary by the Mayor in consultation with **MHRC** Chair and the Chairperson of the Multnomah County Commission.

SECTION 2. OTHER STAFF

A. The Commission shall have other clerical and professional staff as authorized in the budget approved by the City and County. Staff shall be employees of the City of Portland. Neither the Commission nor its individual members shall direct the activities of the staff; however, staff shall perform their duties in accordance with a staffing plan developed by the Executive Director and approved by the Executive Committee.

B. The Executive Director shall prepare job descriptions and establish personnel policies and grievance procedures in accordance with accepted practices of the City of Portland Bureau of Personnel Services.

ARTICLE IV. BYLAW AMENDMENTS

A. The Bylaws may be amended by affirmative vote of the Portland City Council and Multnomah County Commission. Such amendments shall be by non-emergency ordinance or resolution.

(1) The Commission may recommend Bylaw amendments to the City Council and County where such amendments have been discussed at the Annual Meeting or at any regularly scheduled meeting of the Commission and affirmatively acted upon by a majority of the Commission.

Adopted:

City of Portland
Ordinance/Resolution #_____, (_____)

Multnomah County
Ordinance Resolution #_____,
(_____)

MEETING DATE: JUL 20 1995

AGENDA NO: R-5

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Amend Ordinance MCC 5.10 Revising user fee rates for miscellaneous Transportation Division Services

BOARD BRIEFING — Date Requested: _____

Amount of Time Needed: 10 Minutes

REGULAR MEETING: — Date Requested: _____

Amount of Time Needed: _____

DEPARTMENT: Environmental Services — DIVISION: Transportation

CONTACT: Larry Nicholas — TELEPHONE #: x 248-5050

BLDG/ROOM #: #425/Yeon

PERSON(S) MAKING PRESENTATION: _____

ACTION REQUESTED:

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

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

An ordinance that amends MCC 5.10 to set fees that represent costs incurred by the Transportation Division for miscellaneous public works services. The amendment sets fees at actual costs in most instances, or at a level to recover the costs of provided services depending on the benefit to the user of the service.

The ordinance also transfers fees relating to county surveyor from MCC 11.45 to MCC 5.10 so that all fees for Transportation services are in the same ordinance, further changes costs from a fee to a deposit with actual costs being retained at completion.

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: Betsy Williams

BOARD OF COUNTY COMMISSIONERS MULTNOMAH COUNTY OREGON 1995 JUL 12 PM 2:00

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

MULTNOMAH COUNTY OREGON

DEPARTMENT OF ENVIRONMENTAL SERVICES
TRANSPORTATION DIVISION
1620 S.E. 190TH AVE.
PORTLAND, OREGON 97233
(503) 248-5050

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

MEMORANDUM

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Betsy Williams, DES Director BW
Larry F. Nicholas, P.E., Director of Transportation

TODAY'S DATE: May 18, 1995

REQUESTED PLACEMENT DATE:

RE: Ordinance amendment to revise user fee rates for Transportation Division services

I. Recommendation/Action Requested:

Approval of an ordinance amending MCC 5.10 to revise user fees for miscellaneous public works services, and transfer county surveyor fees currently in MCC 11.45 to MCC 5.10.

II. Background/Analysis:

In August 1994, the Board of County Commissioners adopted a Financial and Budget Policy for Multnomah County that establishes user fees and service charges at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the services, benefit to county citizens and the type of service provided.

The current fee structure in MCC 5.10 is a combination of specific set fees, and charges that represent the "actual cost" incurred by the Transportation Division for miscellaneous public works services. Those services that charge "actual cost" are calculated by reference to the hourly cost of employee time. MCC 5.10 provides that a schedule of public works fees shall be posted at the Department of Environmental Services main office. Those costs may increase over time, as salaries increase.

III. Financial Impact:

This ordinance amendment will reduce the amount of General Fund support for survey support by an estimated $30,000 per fiscal year by the county recovering the actual costs as per the August 1994 Financial and Budget Policy. The Road Fund will receive a slight increase by charging actual costs for street vacations and over-dimensional building and boat moves, estimated increased revenue of $10,000.

IV. Legal Issues:

This ordinance is amending the Multnomah County Code, and some items which are covered in various chapters of the Oregon Revised Statutes are being eliminated from the County Code as being duplications and possibilities of conflicts.

V. Controversial Issues:

There may be some controversy brought forth by the engineering and surveying providers, as well as over-dimensional movers as an increase of their costs. This amendment is following the policy set by the Board of County Commissioners to recover costs.

VI. Link to Current County Policies:

This amendment to the code is consistent with the Board's Financial and Budget Policies adopted in August 1994.

VII. Citizen Participation:

Possibly input from over-dimensional movers and also from survey and engineering firms.

VIII. Other Government Participation:

None.

ORDINANCE FACT SHEET

Ordinance Title: Ordinance Amending Multnomah County Code 5.10 revising fees for miscellaneous public works services and transfers county surveyor fees from MCC 11.45 to MCC 5.10.

Give a brief statement of the purpose of the ordinance including the rationale for adoption, description of persons benefitted, alternatives explored:

This ordinance amends MCC 5.10 to set fees that represent costs incurred by the Transportation Division for miscellaneous public works services. The amendment sets a fixed fee at a level to recover the costs to provide services depending on the benefit to the user of the service. The ordinance transfers county surveyor fees now located in MCC 11.45 to MCC 5.10 so all fees for transportation services are located in the same ordinance. The ordinance further changes the majority of fees to a deposit with actual costs being retained at completion.

What other local jurisdictions have enacted similar legislation?

Washington, Clackamas, and Marion Counties have established survey fees at the deposit levels we are requesting; their survey recording fees are the same as fees we are requesting. The fees for vacations is below those currently collected by city of Portland and Clackamas County, and permit fees are the same as, or lower than the city of Portland and Clackamas County.

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

It is common practice with most local governments to fully recover costs for providing services considered to be user fees.

What is the fiscal impact, if any?

This amendment will enable the county to recover the majority of the costs for these services.

(Please use other side if you need more space)

SIGNATURES

Person Filling Out Form: Lauren E. Nicholas

Planning & Budget (if fiscal impact): _____

Department Manager/Elected Official: Betsy Williams

FACTSHET.ORD/BTRJ1195.ORD

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

An Ordinance amending fees for action proceedings and administrative actions under MCC 5.10 and moving county surveyor fees from MCC 11.45 to MCC 5.10.

(Language in [bracket\~~strikeout~~] is to be deleted; underlined language is new.)

Multnomah County ordains as follows:

SECTION I. FINDINGS

A. In August 1994, the Board of County Commissioners adopted a Financial and Budget Policy for Multnomah County that establishes user fees and service charges at a level to recover the costs to provide services depending on the benefit to the user of the service, ability of the user to pay for the services, benefit to County citizens and the type of service provided.

B. The current fee structure in MCC 5.10 is a combination of specific set fees, and charges that represent the "actual cost" incurred by the Transportation Division for miscellaneous public works services. Those services that charge "actual cost" are calculated by reference to the hourly cost of employee time, overhead, and other related costs, MCC 5.10 provides that a schedule of public works fees shall be posted at the Department of Environmental Services, Transportation Division's main office. Those costs may increase over time, as salaries and other related costs increase.

SECTION II. CODE AMENDMENTS

A. Multnomah County Code Section 5.10.215(A) is amended to read as follows:

(A) For overweight or over-dimensional moves, except for [~~house~~] moves as specified in MCC 5.10.215(B), either single trip or annual permit, the fee shall be [~~$6.00~~] $8.00. Future fee increases by the Oregon Department of Transportation shall automatically

increase the county's fee for this service to the same level, without future action of the Board of County Commissioners.

B Multnomah County Code Section 5.10.215(B) is amended to read as follows:

(B) For building and structure move permits issued under authority of ORS 483.502 to 483.536[~~, the basic fee shall be $30.00~~]. All permittees shall post a deposit of $1,000.00 prior to issuance of a permit. [~~There shall be an additional charge of 125.00 percent of the actual cost incurred by the county crews for removal or lifting of traffic control devices, or for any other expense incurred by the county directly related to the building or structure move.~~] Non-refundable permit application, investigation and issuance fees for structures under fourteen (14) feet in width and fifteen (15) feet in height shall be $115.00. For structures exceeding the above- dimensions the non-refundable permit fee shall be $145.00. Inspection fees to be billed at the actual costs incurred by the county including overhead and equipment costs. For over-dimensional moves other than house moves the non-refundable permit fees for heights over seventeen (17) feet in width shall be $75.00 for a normal workday, and $350.00 for holidays and weekends.

C. Multnomah County Code Section 5.10.215(E) is amended to read as follows:

(E) For permits issued for construction or reconstruction of driveway approaches the fee shall be:

(1) [~~$35.00~~]$90.00 first driveway approach.

(2) [~~$20.00~~] $60.00 each additional driveway approach inspected at the same time as first approach.

(3) Common accessway permit fees for plan review and inspection shall be $120.00

or $0.06 per square foot of common accessway, whichever is greater. The above fee will include the first driveway approach fee under section 5.10.215(E).

(4) $90.00 for agriculture approaches.

(5) $90.00 for temporary logging approaches.

D. Multnomah County Code Section 5.10.215(F) is amended to read as follows:

(F) For permits issued for sewer connections the fee shall be [~~$30.00~~]$120.00 per connection. [~~The fee shall be $90.00 for a sewer tap performed by Multnomah County, plus $50.00 for a callback.~~]

E. Multnomah County Code Section 5.10.215(G) is amended to read as follows:

(G) For a drilling or boring test hole permit the fee shall be [~~$30.00~~]$84.00 each.

F. Multnomah County Code Section 5.10.215(I) is amended to read as follows:

(I) For sidewalk construction or reconstruction the fee [~~for the first lineal feet~~] shall be [~~$20.00 with driveway or $30.00 without driveway. For each additional 50 lineal feet of sidewalk or portion thereof the fee shall be $10.00.~~]$0.25 per square foot with a minimum fee of $10.00. For curb construction or reconstruction the fee shall be $0.35 per lineal foot with a minimum fee of $10.00.

G. Multnomah County Code Section 5.10.215(O) is amended to read as follows:

(O) [~~A fee equal to the county's plan review and/or inspection cost and overhead shall be charged for each permit authorizing work under ORS 374.305 not already in this section.~~] A permit deposit for each permit authorizing work under ORS 374.305 not covered in this section shall be 120 percent of estimated amount of charges based on the estimated hours or part thereof for plan review and/or inspection. The final fee

will be determined at completion of the project based on the actual costs incurred by Multnomah County including overhead and other related costs. The difference between the two amounts will be billed or refunded to the permit holder with the minimum fee being $50.00.

H. Multnomah County Code Section 5.10.215 is amended to read as follows:

(Q) For temporary closure of any street or any portion of a street the fee shall be $84.00.

I. Multnomah County Code Section 5.10.220(A) is amended to read as follows:

(A) For plan review and inspection of any storm [~~and sanitary~~] sewer line installation[~~s~~], when completed facilities are to be maintained by the county the fee shall be:

Estimated or Bid Construction Cost	Fee
$ 0.00 — $ 1,000.00	$50.00
1,000.00 — 5,000.00	$50.00 plus 1.25% over $1,000.00
5,000.00 — 10,000.00	$100.00 plus 1.00% over $5,000.00
10,000.00 — 15,000.00	$150.00 plus 0.90% over $10,000.00
15,000.00 — 20,000.00	$195.00 plus 0.80% over $15,000.00
20,000.00 — 25,000.00	$235.00 plus 0.70% over $20,000.00
25,000.00 — 30,000.00	$270.00 plus 0.60% over $25,000.00
30,000.00 — 35,000.00	$300.00 plus 0.50% over $30,000.00
35,000.00 — 40,000.00	$325.00 plus 0.40% over $35,000.00
40,000.00 — 45,000.00	$345.00 plus 0.30% over $40,000.00
45,000.00 — 50,000.00	$360.00 plus 0.20% over $45,000.00
50,000.00 and over	$370.00 plus 0.74% over $50,000.00

J. Multnomah County Code Section 5.10.220(F) is amended to read as follows:

(F) Plan review and inspection fees will be established by the director for connections to a county system where the development area is not discernable or applicable. [~~The fees established by the director shall be based upon actual cost to the extent practicable.~~] A deposit shall be 120 percent of estimated amount of charges based on the estimated hours or parts thereof required for plan review and/or inspection. The final fee will be determined at completion of the project based on costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be billed or refunded to the permit holder.

K. Multnomah County Code Section 5.10.225 is amended to read as follows:

A request for a preliminary feasibility study for possible vacation of a county road shall require a non-refundable fee of $200.00. Each filing of a county road vacation application shall be accompanied by a [~~fee of $300.00~~] deposit of 120 percent of estimated costs based on the estimated hours or parts thereof required to investigate and process the petition. The minimum fee shall be $1,000.00 plus an additional $65.00 for the county surveyor to post the street vacation as required by ORS 271.230(2). This does not include any recording fee collected by the county clerk. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit, for deposits exceeding $1,000.00, will be billed or refunded to the applicant. An approved county road vacation shall not be recorded until any additional amounts are paid.

L. Multnomah County Code Section 5.10.230 is amended to read as follows:

[~~(A) The director of the Department of Environmental Services shall adopt administrative~~

~~rules establishing a flexible fee schedule for public right-of-way improvements through a permit process for the design and construction administration, establishing billing utilizing current costs accounting system and other procedures necessary for administration of the fees authorized by this section. These rules shall include a procedure by which any permittee may obtain a review of his charges by a qualified county official who is not employed within the Department of Environmental Services.~~]

[~~(B)~~](A) The county will prepare a preliminary engineer's estimate outlining the scope of work to be performed and the estimated cost. The [~~fee~~] deposit schedule will be determined from the engineer's estimated construction cost.

(B) The Construction Permit Deposit Schedule for engineering, design, project management, and administration shall be as follows:

Project Cost as Estimated by Multnomah County	Deposit
Minimum Deposit	$800.00
$4,000 to $10,000	20%
$10,000 to $50,000	$2,000 plus 12.0% over $10,000
$50,000 and over	$6,800 plus 10.0% over $50,000

[~~(C)~~] The resulting fees are intended to reflect reasonable costs incurred in designing, estimating, surveying, coordinating utility problems, inspecting, installing or relocating traffic controls and guide and normal administrative costs. [~~If actions of the developer or contractor require call-back by survey parties or inspectors there may be additional fees imposed in amounts determined by the director based on time and material costs. Projects requiring more than one year for completion may also be subject to additional fee charges in amounts determined by the director based on time and material costs.~~]

The above is a deposit only. The actual charges will be based on actual costs including overhead and other related costs, final fee will be determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

M. Multnomah County Code Section 5.10.235 is amended to read as follows:

For services provided by the department in connection with design, plan review and inspection of item not set forth elsewhere the department shall charge fees sufficient to cover the actual cost of services. [~~Charges shall be determined on an hourly cost to the department of providing the services. The director of the department shall cause a schedule of any charges based upon an hourly rate to be posted at the department's main office.~~]

The following are deposits only. The actual charges will be based on actual costs including overhead and other related costs, determined at the completion of the project. The difference between the actual costs and the deposit will either be billed or refunded to the permit holder.

Project Cost as Estimated by Multnomah County	Deposit
Minimum Deposit	$800.00
$4,000 to $10,000	20%
$10,000 to $50,000	$2,000 plus 12.0% over $10,000
$50,000 and over	$6,800 plus 10.0% over $50,000

N. Multnomah County Code Section 5.10.265 is amended to read as follows:

Each filing of a map of survey shall be accompanied by a fee of [~~$45.00~~]$100.00.

O. Multnomah County Code Section 5.10.275 is amended to read as follows:

(A) Fees are based on the following procedures and requirements on partition, subdivision and condominium plats.

[~~(A)~~](1) Submit a boundary survey to the county surveyor a minimum of thirty (30) days prior to the submission of the final subdivision or condominium plat. If warranted, the county surveyor may waive this requirement.

[~~(B)~~](2) In addition to the requirements of ORS 209.250, a survey, and a partition plat if a separate survey has not been filed shall show all obvious encroachments or hiatus created by deeds, buildings, fences, cultivation, previous surveys and plats, or similar means and any other conditions that may indicate that the ownership lines as surveyed may be different than those shown on the survey.

[~~(C)~~](3) The county surveyor may refuse to approve a plat if the surveyor finds an encroachment or hiatus. Evidence that the hiatus or encroachment has been eliminated may be required, or the county surveyor may require that it be shown on the plat if it cannot be eliminated.

[~~(D)~~](4) All partition, subdivision, and condominium final plats, including those inside city limits, shall be checked and approved by the county surveyor prior to recording. No plat shall be recorded without such approval. This approval by the county surveyor shall be valid for thirty (30) days from the date of approval to the date submitted for recording, after 30 days the approval is withdrawn and must be resubmitted.

[~~(D)~~](5) All partition, subdivision, and condominium final plats submitted for approval shall be accompanied by a report, issued by a title insurance company, or authorized agent to perform such services in Oregon,

setting forth ownership and all easements of record, together with a copy of the current deed and easements for the platted property, and copies of the deeds for all abutting properties and other documentation as required by the county surveyor. The report shall have been issued no more than 15 days prior to plat submittal to the county surveyor. A supplemental report may be required by the county surveyor.

(B) A deposit for the following county surveyor functions shall be made with the submission of the material. The final fee will be determined at completion of the project based on actual costs incurred by Multnomah County including overhead and other related costs. The difference between the actual costs and the deposit will be paid prior to approval of the final plat or refunded to the applicant; the survey filing fee is non-refundable.

(1) Partition Plat Review, the deposit shall be:

Base Deposit	$480.00 plus
Survey Filing Fee	$100.00

(2) Pre-monumented Plat Review, the deposit shall be:

Base Deposit	$700.00 plus
Survey Filing Fee	$100.00 plus
Per Lot, Tract, or Parcel	$ 35.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	$ 31.00 per acre

(3) Post-Monumented Plat Review, the deposit shall be:

An estimate by the county surveyor based on the complexity of the plat at 120%

of the estimate; the minimum deposits shall be:

Base Deposit	$795.00 plus
Survey Filing Fee	$100.00 plus
Per Lot, Tract, or Parcel	$ 45.00 each, plus
Per gross acre of the subdivision if the average lot size exceeds 15,000 sq. ft.	$ 31.00 per acre

(4) For Condominium Plat Review, the deposit shall be:

Base Deposit	$770.00 plus
Each Building	$105.00 each, plus
Survey Filing Fee	$100.00

(C) Posting of Street Vacations in accordance with ORS 271.230(2) $65.00

(D) Review, Approval, and Posting of Affidavits of Correction $45.00 plus county clerk's recording fee

[~~(C)~~](E) For services required by ORS 100.115 in connection with reclassification or withdrawal of variable property from unit ownership as provided in ORS 100.115(1) or (2), or removal of property from any condominium plat as provided in ORS 100.600(2), the fee will be $150.00.

~~[(B) For services required by ORS 209.255 in connection with affidavits of correction of any recorded survey map or narrative, the fee will be $40.00.~~

~~(D) For services required by ORS 92.170 in connection with affidavits of correction~~

~~of any recorded subdivision plat or partition plat, and for affidavits of correction of any recorded condominium plat, or any condominium floor plan recorded prior to October 15, 1983, as authorized by ORS 100.115(7), the fee will be $85.00.~~]

P. Multnomah County Code Section 11.45.700 is amended to read as follows:

Two prints of the subdivision or partition plat shall accompany the final drawing[~~, which shall be prepared as follows~~]:

[~~(A) The final subdivision or partition plat shall be drawn in the manner provided by ORS 92.080 and shall include an exact copy thereof, according to subsection (2) of ORS 91.120.~~]

(A) All applicable requirements as established by the Oregon Revised Statutes, Chapters 92 and 209.

[~~(B) The final subdivision or partition plat shall be subject to the requirements of subsection (2) of ORS 209.250.~~]

Q. Multnomah County Code Section 11.45.710 is amended to read as follows:

In addition to the information required to be shown on the tentative plan, the following shall be shown on the subdivision plat or partition plat:

[~~(A) The information required by subsection (1) and (2) of ORS 92.070 and subsection (3)(a), (b), (c), and (f) of ORS 92.090.~~

~~(B) Recording numbers of existing surveys which are identified, related to the plat or map by distances and bearings, and related to a field book or map by any of the following:~~

~~(1) Stakes, monuments or other evidence found on the ground and used to determine the boundaries of the land division;~~]

[~~(2)~~](A) Corners of adjoining subdivision or partitions[~~; or~~].

[~~(3) Other monuments found or established in making the survey or required to be set by law.~~]

[~~(C)~~] (B) The location, width and centerline of streets and easements abutting the boundaries of the land division.

[~~(D)~~] (C) Normal floodplain or high-water line for any creek or other minor body of water or natural drainageway and the 100-year flood line of any major water body.

~~[(E) Tract, block, and lot or parcel boundary lines and street rights-of-way and centerlines, with dimensions, bearings or deflection angles, radii arc, points of curvature and tangent bearings. Tract boundaries and street bearings shall be shown to the nearest second with basis of bearings. Distances shall be shown to the nearest 0.01 feet. All curve data, including length of chord and chord bearing, shall be shown in tabular form. Arc lengths shall be shown on the lines.~~

~~(F) The width of the portion of any street being created and the width of any existing right-of-way. For a curved street, curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and central angle shall be indicated. Each public street shall be named. The ownership of each private street shall be shown.~~

~~(G) Easements shall be clearly identified as to intended purpose. Book and page numbers shall be provided for any easement of record. If an easement is not of record, a description of the nature of the easement shall be given. The width of the easement, its length and bearing, and sufficient ties to locate the easement with respect to the land~~

~~division shall be shown. If an easement is being dedicated by a plat, it shall be so indicated in the owner's certificate of dedication.~~

~~(H) For a subdivision, lot numbers beginning with the number "1" and numbered consecutively.~~

~~(I) Reserved.~~

~~(J) Lot and block numbers in an addition to a subdivision of the same name, shall be a continuation of the numbering in the original subdivision.~~

~~(K) Identification of land to be dedicated for any purpose, public or private, in a manner sufficient to distinguish it from lots or parcels intended for sale.~~

~~(L) The following certificates, which may be combined where appropriate:~~

~~(1) For a subdivision, a certificate signed and acknowledged by all parties having any record title interest in the land, consenting to the recording of the plat.~~

~~(2) For a subdivision, a certificate signed and acknowledged as above, dedicating to the public all land and common improvements intended for public use.~~

~~(3) For a subdivision or partition, a certificate with the seal of and signed by the surveyor responsible for the survey and the final plat or map.~~]

[~~(4)~~](D) [~~Other~~] Certifications required by law.

(E) Ownership of each private street to be shown.

R. Multnomah County Code Section 11.45.720 is amended to read as follows:

The following shall accompany the subdivision plat or partition plat, as appropriate:

[~~(A) A title report issued by a title insurance company if any real property is to be dedicated to the public.~~

~~(B) Sheets and drawings showing the following:~~

~~(1) Traverse data including the coordinates of the boundary of the land division and ties to section corners and donation land claim corners. The error of closure shall not exceed 1:10,000. All error is to be removed by adjustment on the plat or map.~~

~~(2) The computation of the distances, angles and courses shown on the plat or map.~~

~~(3) Ties to existing monuments, proposed monuments, adjacent subdivisions or partitions and street corners.~~]

[~~(C)~~](A) A copy of any proposed deed restrictions applicable to the subdivision or partition.

[~~(D)~~](B) A copy of any dedication requiring separate documents.

[~~(E)~~](C) A copy of the future street plan, when required, as recorded according to MCC 11.45.170(A).

S. Multnomah County Code Section 11.45.730 is amended to read as follows:

(A) The subdivision plat or partition plat and all required material shall be filed with the planning director for final approval. Within ten business days of filing, the planning director shall determine whether the material conforms with the approved tentative plan and with the applicable requirements of this chapter. If the planning director determines that there is not such conformity, the applicant shall be so advised and afforded an opportunity to make corrections. When the plat is found to be in conformity, it shall be signed and dated by the planning director.

[~~(B) Following review and approval of a subdivision or partition plat, the planning director shall:~~

~~(1) Obtain the approval signature thereon by the county surveyor, certifying~~

~~that the subdivision plat complies with all applicable laws. Before so certifying, the county surveyor may cause field investigations to be made to verify that the plat survey is sufficiently accurate. If it is determined that there has not been full compliance, the applicant shall be so notified and afforded an opportunity to make corrections. When the plat is found to be in conformity, it shall be signed and dated by the county surveyor;~~

~~(2) As required by ORS 92.110 obtain the approval signatures thereon of the board of directors, or board's delegate, of an irrigation district, drainage district, water control district or district improvements company, if the subdivision is within such district.~~

~~(3) In the case of a subdivision, obtain the approval signatures thereon of the chair of the Board of County Commissioners or the chair's delegate, certifying that the plat is approved;~~

~~(4) Obtain the approval signature thereon from the division of Assessment and Taxation certifying that all taxes on the property have been paid or bonded for in accordance with state law;~~

~~(5) Deliver the approved subdivision plat and accompanying documents to the Recording Section of the public office responsible for public records for recording; and~~

~~(6) Notify the applicant that the approved subdivision plat and accompanying documents have been delivered to the Recording Section and may be offered for record.~~]

[~~(C)~~](B) No building permit shall be issued or parcel sold, transferred or assigned until

the partition plat has been approved by the planning director and county surveyor and recorded with the public office responsible for public records.

T. Multnomah County Code Section 11.45.810 (G) is amended to read as follows:

[~~(G) Final plat survey check:~~

~~(1) For subdivision as follows:~~

~~(a) The fee to be paid by the applicant to the county surveyor for checking subdivision plats having all boundary and lot corner monuments in place on the subdivision site at the time of inspection by the county surveyor, shall be $500.00 plus $25.00 for each lot contained in the subdivision.~~

~~(b) The fee to be paid by the applicant to the county surveyor for checking subdivision plats having all boundary angle points and all points of intersection of parcel lines with the boundary marked by monuments at the time of inspection by the county surveyor, but with the interior parcel and roadway monuments to be delayed in accordance with ORS 92.060(5) shall be $650.00 plus $35.00 for each lot contained within the subdivision.~~

~~(2) For partitions: The fee to be paid by the applicant to the county surveyor for checking partition plats as required by ORS 92.100(3) shall be $300.00.~~

~~(3) In addition to the above fees the applicant shall pay to the county surveyor for repeated calculations and review due to necessary data changes or erroneous data, and necessary repeated field inspections due to omitted, erroneously placed, disturbed or destroyed monuments, an amount equal to the actual cost to the department of environmental services determined at the hourly rate as~~

~~follows:~~

~~(a) Office checking and calculation: $30.00 hourly.~~

~~(b) Field checking and inspection: $100.00 hourly.~~

~~(4) The fees to be paid by the applicant for the services of the county surveyor described in subsection (1) and (2) of this section are payable to the county surveyor in advance of inspections, at the time the final subdivision plat and/or survey map is submitted to the office of county surveyor. Any fees necessarily assessed for services of the county surveyor described in subsection (3) of this section shall be payable prior to approval of the subject plat.~~

~~(5) As used in this section, "lot" means a unit of land that is created by a subdivision of land, and a "tract" will be considered a lot, except for street plugs.~~]

Approved this ____ day of _____ 1995, being the date of its _____ reading before the Board of County Commissioners of Multnomah County, Oregon.

Board of County Commissioners
for Multnomah County, Oregon

_____

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, County Counsel
for Multnomah County, Oregon

By _____
Assistant County Counsel

MEETING DATE: JUL 20 1995

AGENDA NO: R-6

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Intergovernmental Agreement Regarding Collection of Property Taxes

BOARD BRIEFING *Date Requested:* _____

Amount of Time Needed: _____

REGULAR MEETING: *Date Requested:* July 13, 1995

Amount of Time Needed: 10 minutes

DEPARTMENT: Environmental Services *DIVISION:* Assessment & Taxation

CONTACT: Kathy Tuneberg *TELEPHONE #:* 248-3330 X-2331

BLDG/ROOM #: 166/300

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg

ACTION REQUESTED:

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

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

This IGA between Multnomah County Division of Assessment & Taxation and the Port of Portland addresses procedures to improve collection of property taxes owing on account of Port agreements with taxable entities.

7/20/95 ORIGINALS to KATHY TUNEBERG

BOARD OF COUNTY COMMISSIONERS
1995 JUL -3 AM 9:19
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: _____

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

0516C/63

6/93

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO: BOARD OF COUNTY COMMISSIONERS

FROM: KATHY TUNEBERG/SANDY DUFFY

TODAY'S DATE: JULY 11, 1995

REQUESTED PLACEMENT DATE: JULY 20, 1995

RE: INTERGOVERNMENTAL AGREEMENT BETWEEN MULTNOMAH COUNTY, DIVISION ASSESSMENT & TAXATION (A&T) AND THE PORT OF PORTLAND TO ASSIST IN COLLECTION OF PROPERTY TAXES ON PROPERTY THE PORT LEASES TO TAXABLE ENTITIES

I. Recommendation/Action Requested:

Approval of Intergovernmental Agreement with Port of Portland to improve tax collection.

II. Background/Analysis:

The Port of Portland (exempt from property taxes) leases space to taxable entities. Some accounts become delinquent and the County is not able to foreclose as it would normally. This agreement will allow the County to work cooperatively with the Port to expedite collection on these delinquent real property accounts.

III. Financial Impact:

Several years ago uncollected real property taxes from Port lessee's totaled more than $750,000. Due to increased cooperation between the Port and A&T, as of June 1995, delinquencies were approximately $325,000. Assuming adequate staff levels at A&T and the Port, formalizing this cooperative arrangement between the Port and Multnomah County, should further reduce these delinquencies.

IV. Legal Issues:

ORS Ch. 190 provides for this type of agreement to further cooperation, economy and efficiency in local government. A recent court decision prevents the County from foreclosing or placing a lien against Port property. The only way the County will be able to collect real property delinquent taxes is by the Port granting us the status to do so in their lease contracts.

V. Controversial Issues:

None know at this time.

VI. Link to Current County Policies:

This agreement would assist A&T in its statutory mandate to collect taxes. It would enhance intergovernmental collaboration for efficient government.

VII. Citizen Participation:

N/A

VIII. Other Government Participation:

None

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 300186

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☒ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-6 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department Environmental Services Division Assessment & Taxation Date 7-11-95

Contract Originator Kathy Tuneberg Phone 248-3330 Bldg/Room 166/300

Administrative Contact Nita Lomax Phone 248-3345 Bldg/Room 166/206

Description of Contract Collection of property taxes owing on Port of Portland agreements that have taxable entities.

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

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Port of Portland

Mailing Address Attn: Controller
PO Box 3529
Portland, OR 97208

Phone (503) 731-7625

Employer ID# or SS# 93-6001832

Effective Date Upon Execution

Termination Date _____

Original Contract Amount $ n/a

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other_____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Encumber: Yes ☐ No ☐

Department Manager _____ Date 7-12-95

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel _____ Date 7/12/95

County Chair / Sheriff _____ Date July 20, 1995

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

VENDOR CODE		VENDOR NAME Port of Portland						TOTAL AMOUNT	$	
LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

INTERGOVERNMENTAL AGREEMENT
MULTNOMAH COUNTY - PORT OF PORTLAND
COLLECTION OF PROPERTY TAXES

This Intergovernmental Agreement (IGA), made and entered into by MULTNOMAH COUNTY DIVISION OF ASSESSMENT AND TAXATION, hereinafter referred to as County, and PORT OF PORTLAND, hereinafter referred to as Port, addresses procedures to improve collection of property taxes owing on account of Port agreements with taxable entities.

RECITALS

1. County is a home rule subdivision of the State of Oregon. Assessment and Taxation is a Division of the County responsible for assessing and collecting real property taxes for the taxing districts within the County.

2. Port is a public nontaxable entity which from time to time enters into agreements through which it grants a taxable possessory interest in its real properties to taxable entities (the "Leases").

3. County from time to time has delinquent property tax accounts associated with tenancies of Port-owned property. County and Port agree that it is in the best interests of the citizens of the County to improve collection of these taxes.

4. County and Port, in a spirit of cooperation, have developed some procedures to improve collection of these taxes.

5. ORS Ch. 190 provides for intergovernmental cooperative agreements for the performance of functions and activities of either party by the other, in the interest of furthering economy and efficiency in local government, and to that end declares that the provisions of ORS 190.003 shall be liberally construed.

TERMS OF AGREEMENT

6. Port agrees to endeavor, to the extent consistent with its normal real estate negotiating practices, to include provisions in its future Leases which extend third party beneficiary status to the County with respect to requiring payment of property taxes; provided that County's remedies for non-payment of property taxes shall be limited to an action to collect such taxes from the taxable entity involved, and County shall not be entitled to exercise any other remedies that may be provided by the Leases; and provided further, that County's third-party beneficiary status shall not preclude the Port from modifying, terminating or extending any Leases without notice to or consent of County. County understands and acknowledges that Port's current Leases generally preclude the grant of third-party beneficiary status to County.

7. County acknowledges and accepts third party beneficiary status under future Leases.

8. If requested, Port agrees to execute a formal assignment to County of the tax payment provision in any Lease (each, an "Assignment") whenever, in County's judgment, such an Assignment would facilitate collection of property taxes. County shall have the right, in its discretion, to request an Assignment any time a tax is delinquent as provided by state statutes, whether or not any other defaults have occurred under the Lease involved. Each Assignment shall be substantially in the form attached as Exhibit A, but shall reflect the terminology used to identify the parties in the applicable Lease. Each Assignment shall be subject to the following terms and conditions:

(a) Port makes no warranty that the rights purporting to be assigned are in fact assignable, that any Assignment is enforceable, or

that any remedies are available pursuant to any Assignment.If any Assignment is held to violate the provisions of any Lease, such Assignment shall be void and of no effect.

(b) County agrees to indemnify and defend Port against any challenges to the validity or enforceability of any Assignment, and any claims or causes of action arising out of any Assignment.

(c) County's rights pursuant to an Assignment shall be limited to an action to collect unpaid taxes, together with any interest or delinquency charges thereon. County shall have no right to exercise any other remedies provided by the Lease or available at law or in equity, and specifically shall have no right to terminate the Lease.

(d) County agrees that notwithstanding any Assignment, Port retains the right in its sole discretion to modify, extend, terminate, and waive rights under the Lease, to exercise remedies for default under the Lease, and to take any other steps with respect to the parties' rights under the Lease, without notice to or consent of County. County acknowledges that prior to any Assignment, Port may previously have exercised remedies for default or taken other steps with respect to the parties' rights under the Lease which may have restricted or eliminated rights that County would otherwise have obtained through the Assignment.

9. Port agrees to make good faith efforts to comply with the following, provided that Port's failure to comply shall not under any circumstances create liability on the part of Port, including but not limited to liability for collection or payment of taxes:

(a) Port shall inform County as to the mailing address for each Port tax account.

(b) Port shall inform County as to which accounts a duplicate tax bill is to be created, and the addresses associated with the original bill and the duplicate "do not pay" bill.

(c) Whenever Port informs County that a bill (either original or duplicate "do not pay") should be sent directly to a tenant at a mailing address which is not Port's address, the tenant shall be responsible for notifying County of any future address changes during the term of the Lease.

(d) When entering into future Leases, Port shall deliver a notice to each new tenant substantially in the form of Exhibit B, notifying the tenant that County will assess taxes on the property they occupy and they are required to pay those taxes.

(e) Port shall inform County whenever it terminates a Lease for nonpayment or other defaults, and shall notify County of any collection efforts or collection lawsuits undertaken by Port.

(f) Port shall give County notice of new Leases, as well as Leases which have terminated or vacated.

10. County agrees to exercise its best efforts to place property subject to taxable tenancies on the tax rolls in a timely manner within the limits of its resources.

11. County agrees to excercise its best efforts to notify Port, not later than June 1 of each year, of all delinquent tax accounts affecting Port property.

12. This Agreement may be cancelled by either party upon 60 days' written notice.

13. Until further notice all information required to be exchanged under this IGA shall be made to the following personnel. Written notification shall be given 30 days in advance of any change.

For County:

(a) For tax bill address changes:

Kathleen Tuneberg
Multnomah County Assessment & Taxation
P.O. Box 2716
Portland, Oregon 97208

(b) For information regarding new tenancies, collection actions, etc.:

Mike Chamberlain
Multnomah County Assessment & Taxation
P.O. Box 2716
Portland, Oregon 97208

For Port:

(a) For general correspondence and information:

Port of Portland
Attn: Controller
P.O. Box 3529
Portland, Oregon 97208

(b) For tax bills, unless a different address has been given pursuant to Section 9(a):

Port of Portland
Attn: Controller
P.O. Box 3529
Portland, Oregon 97208

IT IS SO AGREED this 20th day of July, 1995.

MULTNOMAH COUNTY DIVISION OF ASSESSMENT AND TAXATION

By _____
Janice Druian
Director

(SEAL)

_____
Beverly Stein, Chair
Multnomah County, Oregon

REVIEWED:

_____
Sandra N. Duffy
Assistant County Counsel

PORT OF PORTLAND

By _____
Mike Thorne
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Cory Streisinger
General Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-6 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

EXHIBIT A

ASSIGNMENT

FOR VALUE RECEIVED, the Port of Portland, a port district and political subdivision of the State of Oregon ("Assignor"), hereby assigns to Multnomah County, a home rule subdivision of the State of Oregon ("Assignee"), the rights to enforce Section ___ of that certain lease dated _____ between Assignor as Lessor, and _____ as Lessee (the "Lease"), a copy of which is attached hereto as Exhibit 1.

Assignee's rights to enforce Section ___ of the Lease shall be limited to an action to collect unpaid taxes, together with any interest or delinquency charges thereon.

DATED this ___ day of _____, 19___.

THE PORT OF PORTLAND

EXHIBIT

By:_____
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

EXHIBIT

By:_____
Counsel
Port of Portland

EXHIBIT B

NOTICE TO PORT OF PORTLAND TENANTS

Dear Tenant:

As you are aware, your agreement with the Port of Portland requires you to pay all property taxes assessed against the property you occupy. The Port of Portland and Multnomah County take this obligation seriously, and will strictly enforce it. If taxes are not paid promptly when due, the Port may pursue remedies for default, including termination of your agreement. Multnomah County may also pursue a collection action for unpaid taxes.

Property tax statements are sent by Multnomah County each November. If you wish to have your property tax statements sent to a different address, please contact the Multnomah County Division of Assessment and Taxation at:

Multnomah County Assessment & Taxation
P. O. Box 2716
Portland, Oregon 97208

MEETING DATE: JUL 20 1995

AGENDA NO: R-7

(Above Space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Request Approval of Public Sale

BOARD BRIEFING: Date Requested: _____

Amount of Time Needed: _____

REGULAR MEETING: Date Requested: July 20, 1995

Amount of Time Needed: 5 minutes

DEPARTMENT: Environmental Services DIVISION: Assessment & Taxation

CONTACT: Stephen Kelly TELEPHONE #: 248-3590
BLDG/ROOM #: 166/300/Tax Title

PERSON(S) MAKING PRESENTATION: Kathy Tuneberg & Stephen Kelly

ACTION REQUESTED:

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

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

Request approval to sale 6 Tax Foreclosed Properties at public auction.

Staff Report is attached (2 pages).

7/20/95 copies to Stephen Kelly & Kathy Tuneberg

BOARD OF COUNTY COMMISSIONERS
1995 JUL 12 PM 4:22
MULTNOMAH COUNTY
OREGON

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

OR

DEPARTMENT MANAGER: [signature] 7-12-95

ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES

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

7/95

BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM BRIEFING
STAFF REPORT SUPPLEMENT

TO:	BOARD OF COUNTY COMMISSIONERS
FROM:	Stephen Kelly, Tax Title
TODAY'S DATE:	July 11, 1995
REQUESTED PLACEMENT DATE:	July 20, 1995

RE: Request approval to sell attached list of Tax Foreclosed Properties at Public Auction (Exhibit A).

I. Recommedation/Action Requested:

Approval to sell Tax Foreclosed Properties at Public Auction.

II. Background/Analysis:

The properties offered for sale have been acquired by Multnomah County through foreclosure for non-payment of property taxes. The properties have been offered for donation to public agencies and non-profit low income housing developers of Multnomah County, or designated for sale by the Director of Department of Environmental Services to establish fiscal stability to the Tax Title Fund.

III. Financial Impact:

Without sales of these properties in FY 1995/96, Tax Title Fund may not be able to cover projected expenditures.

IV. Legal Issues:

Before any property is sold a determination of clear title will be made. If any title problems arise, the property(s) will be removed from the sale and appropriate action will be taken to clear title.

V. Controversial Issues:

All property owners adjacent to properties to be sold at Public Auction will be notified.

VI. Link to Current County Policies:

Ordinance 795 requires that all Tax Title Properties be made available to public agencies within Multnomah County for public use or to public and non-profit housing developers for low-income housing development. The County may also designate property for sale to establish fiscal stability of the Tax Title Fund.

VII. Citizen Participation:

Citizens will be able to voice concerns at public meeting conducted by the Multnomah County Board of County Commissioners.

VIII. Other Government Participation:

Properties sold at Multnomah County Auction which have City of Portland liens thereon, are subject to an Intergovernmental Argeement (26002).

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes	)))))	ORDER 95-

WHEREAS, the six properties listed on Exhibit A attached hereto have been foreclosed for back taxes and have been deeded to Multnomah County; and

WHEREAS, the above referenced properties were offered for donation to public agencies and non-profit low income housing developers of Multnomah County in accordance with Ordinance 795, and none of the properties were accepted by the above referenced entities; and

WHEREAS, it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110; now therefore

IT IS HEREBY ORDERED that the Multnomah County Sheriff is directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the properties described in the attached Exhibit A for not less than the minimum price set below the description of said properties, including market values of said properties.

DATED this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Matthew O. Ryan, Deputy

BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MULTNOMAH COUNTY, OREGON

In the Matter of Authorizing Public Sale of Properties Acquired by Multnomah County through the Foreclosure of Liens for Delinquent Taxes	)))))	ORDER 95-163

WHEREAS, the six properties listed on Exhibit A attached hereto have been foreclosed for back taxes and have been deeded to Multnomah County; and

WHEREAS, it is deemed to be in the best interest of the County to offer said properties at a public sale in accordance with the provisions of ORS 275.110; now therefore

IT IS HEREBY ORDERED that the Multnomah County Sheriff is directed to offer at public sale, in accordance with ORS 275.120 through 275.190, the properties described in the attached Exhibit A for not less than the minimum price set below the description of said properties, including market values of said properties.

DATED this 20th day of July, 1995.

BOARD OF COUNTY COMMISSIONERS
MULTNOMAH COUNTY, OREGON

Beverly Stein

Beverly Stein, Chair

REVIEWED:

LAURENCE KRESSEL, COUNTY COUNSEL
MULTNOMAH COUNTY, OREGON

Laurence Kressel

EXHIBIT A
PROPOSED PROPERTIES LISTED FOR PUBLIC SALE F.Y.1995-96

1.)LEGAL DESCRIPTION:	IRVINGTON ADDITION, SOUTH 45' OF LOT 12, BLOCK 45,
PROPERTY ADDRESS:	2916 NE. 17TH AVE. **(DWELLING)**
TAX ACCOUNT #:	R-42040-9700
MARKET VALUE:	$126,300.00
MINIMUM BID:	$101,040.00

2.)LEGAL DESCRIPTION:	WILLAMETTE HEIGHTS ADDITION, NORTH 90' OF EAST 15' AND THE WEST 35' OF LOT 6, BLOCK 26
PROPERTY LOCATION:	WEST OF 3400 NW. SAVIER ST./**(VACANT LOT)**
TAX ACCOUNT #:	R-91340-3920
MARKET VALUE:	$51,500.00
MINIMUM BID:	$41,200.00

3.)LEGAL DESCRIPTION:	WILLAMETTE HEIGHTS ADDITION, LOT 7, BLOCK 26
PROPERTY LOCATION:	NW. SAVIER ST./ NO ADDRESS **(VACANT LOT)**
TAX ACCOUNT #:	R-91340-3950
MARKET VALUE:	$51,500.00
MINIMUM BID:	$41,200.00

4.)LEGAL DESCRIPTION:	WILLAMETTE HEIGHTS ADDITION, LOT 10, BLOCK 26
PROPERTY LOCATION:	NW. SAVIER ST./ NO ADDRESS **(VACANT LOT)**
TAX ACCOUNT #:	R-91340-4000
MARKET VALUE:	$51,500.00
MINIMUM BID:	$41,200.00

5.)LEGAL DESCRIPTION:	WILLAMETTE HEIGHTS ADDITION, LOT 11, BLOCK 26
PROPERTY LOCATION:	NW. SAVIER ST./ NO ADDRESS **(VACANT LOT)**
TAX ACCOUNT #:	R-91340-4020
MARKET VALUE:	$51,500.00
MINIMUM BID:	$41,200.00

6.)LEGAL DESCRIPTION:	WILLAMETTE HEIGHTS ADDITION, LOT 14, BLOCK 26
PROPERTY LOCATION:	NW. SAVIER ST./ NO ADDRESS **(VACANT LOT)**
TAX ACCOUNT #:	R-91340-4040
MARKET VALUE:	$51,500.00
MINIMUM BID:	$41,200.00

PLEASE PRINT LEGIBLY!

MEETING DATE 07/20/95

NAME Bella Baumgartner

ADDRESS 700 NE 102nd St-RM

STREET

PO 97220

CITY ***ZIP***

I WISH TO SPEAK ON AGENDA ITEM NO. R-8

SUPPORT _____ ***OPPOSE*** _____

SUBMIT TO BOARD CLERK

PLEASE PRINT LEGIBLY!

MEETING DATE 7-20-95

NAME Lori Hamm

ADDRESS CARE AMBULANCE

STREET

CITY ***ZIP***

I WISH TO SPEAK ON AGENDA ITEM NO. R-8

SUPPORT _____ ***OPPOSE*** _____

SUBMIT TO BOARD CLERK

MEETING DATE: ~~JUL 06 1995~~ JUL 20 1995

AGENDA NO.: ~~R-4~~ R-8

(Above space for Board Clerk's Use ONLY)

AGENDA PLACEMENT FORM

SUBJECT: Contract #200726 with Buck Medical Services dba AMR Northwest

BOARD BRIEFING Date Requested:

Amount of Time Needed:

REGULAR MEETING Date Requested: July 6, 1995

Amount of Time Needed: 30 minutes

DEPARTMENT: Health *DIVISION:*

CONTACT: Bill Collins *TELEPHONE #:* x3220

BLDG/ROOM #: 160/9

PERSON(S) MAKING PRESENTATION: Bill Collins

ACTION REQUESTED:

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

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

Award of exclusive ambulance franchise through 9-1-1 ALS response.

7/20/95 ORIGINALS PICKED UP BY ROY PEMS

1995 JUN 30 PM 2:38
MULTNOMAH COUNTY
OREGON

BOARD OF
COUNTY COMMISSIONERS

SIGNATURES REQUIRED:

ELECTED OFFICIAL: _____

Or

DEPARTMENT MANAGER: Billi Odegaard by Patsy Kelly

(ALL ACCOMPANYING DOCUMENTS MUST HAVE REQUIRED SIGNATURES)

Any Questions: Call the Office of the Board Clerk 248-3277/248-5222
5654

Emergency Medical Services

Multnomah County

MEMORANDUM

TO: Beverly Stein, Chair, County Commission
County Commissioners

FROM: Bill Collins
EMS Administrator

DATE: July 12, 1995

RE: Ambulance Service Contract, Questions

==========

Enclosed are the responses to the concerns and questions brought forward by various parties at the Board meeting of July 6, 1995.

If appropriate, we made the changes to the contract and those changes are included in the copy submitted for approval by the Board on July 20, 1995.

I will be out of town until Tuesday, July 18, 1995. If you have any questions or comments regarding these responses or any thing else in the contract, please let me know.

By copy of this memo to interested parties, please contact me if you have questions or further concerns.

Thank you.

c. Board Clerk
Care Ambulance
Community Ambulance
Portland Fire
Gresham Fire
AMR Northwest
Jon Jui, MD
Gary Oxman, MD

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

RESPONSES TO QUESTIONS ABOUT THE AMBULANCE CONTRACT FROM THE JULY 6, 1995 BOARD OF COUNTY COMMISSIONERS MEETING

Fire Concerns (Portland and Gresham)

1. p.48. Delete "Benefit of first responder services as available"

This language has been deleted from the contract .

2. p.8. Code one (1) dispatches. Change to:
.....respond to all Code-1 dispatches immediately from BOEC and arrive within 30 minutes of dispatch.

"Immediately" added to contract.

"and arrive within 30 minutes of dispatch" is not included in the contract. The unit must be in route immediately, but it is not an emergency response.

3. p.9. Is the software referenced currently in use at BOEC and is the County considering additional software?

The EMS software in question has already been purchased by BOEC. There is no additional software anticipated.

4. p.17. Add...shall be returned to their station by Contractor within twenty minutes of arrival at the hospital or pay for taxi service to return the firefighter to their station.

This language is not needed. Firefighters may continue to use the "city cab" resource if they need to. This is a continuation of our current policy.

5. p.8, 26, and 32. The language is not consistent in reference to sanctions for poor rural response.

The language in the contract is changed to reflect the appropriate time requirements. A monthly basis for rural

calls was not used because of the small volume of calls for any given month.

6. p.25. Delete ..."four (4) minutes or more"

No change should be made. This is a situation where unanticipated calls have used all ambulances. The four minutes, added to an eight minute response equals 12 minutes, which is the maximum time for a call. Fines are imposed on each call over 12 minutes. There is no delay in dispatch. BOEC may dispatch any available resource immediately upon notification that there are no contractor resources.

7. p.27. Break down of ambulances.

The breakdown of a unit enroute to a call or after arrival is delt with in the response time calculations and fined accordingly. The breakdown enroute to the hospital is delt with as a single incident and fined per the contract.

8. p.32. Language is inconsistent in regard to time frames for declaration of a breach of contract.

The language has been change to remove any inconsistencies.

9. p.5. Add ... "and other commitments as described in Contractor's proposal."

The language has been changed in the contract.

The language in the proposal is clear on the issue of workforce stability. Nothing in the RFP or proposal includes EMT-B or I in the workforce issues. The language in the proposal is clear as to who and how paramedics will be hired by AMR.

10.p.70. Regarding the exposure control nurse..

The commitment in the proposal is the contract requirement, not the statement from OHSU.

11.p.16. Delete..."...supplies which are utilized in EMS dispatched calls for [direct] patient care.

"Direct patient care" was use to differentiate between supplies used for drills and training and those used for actual patient care.

12.p.23. Delete.. "...or share in the performance of..."

This statement is in the contract so as to preclude a bill if the ambulance personnel arrived but did not participate in the patient care. All billing language is focused on the provision of actual care by the ambulance personnel.

13.p.23. Define... "substantial disposable supplies".

We did not include a definition of "substantial disposable supplies", which would need to be a number, either dollars or a count. because of the time it would take to audit the supplies used on each call. In addition This charge has been on the books at AMR (Buck) for a number of years and we have never had a problem with its use.

14. Fines and penalties should be more stringent.

The level of fines is consistent with other contracts and should be sufficient to compel compliance. The more stringent sanctions for continued problems are found in the breach of contract language.

15. **Pharmaceuticals (drugs) are included in the reimbursement to first responders The ALS charge has been changed to $530.00 to reflect the cost of the drugs.**

Care Ambulance Concerns

1. p.8. Non-emergency calls were not intended to be part of this contract.

Current policy is to triage all calls coming to 9-1-1 and if they do not meet the definition of a medical emergency and to instruct the caller to call a private ambulance company of their choice. This policy does not change because of the contract. In addition to the triaged calls, we occasionally have a request from fire or the police for a code-1 (no lights or sirens) dispatch. we now, and will continue, to dispatch these calls to the ambulances in service with 9-1-1.

Language has been added to the contract to clarify this policy.

2. p.20. Why was the BLS rate not reduced as a result of the acceptance of alternative security requirements?

The AMR proposal only offered a reduction in the ALS rate. (see page 145 of the proposal)

3.p. 23. The billing description will overcharge users.

The billing descriptions are consistent with billing allowed by Medicare at this time. If ALS procedures are not provided, then a BLS charge is required. We have no information on the number of patients that subsequent to the pre-hospital care, were determined to have needed only a BLS level of service.

The use of a "No Transport Fee" has been in place for some time. It is used infrequently. The county will receive detailed billing information as required in the contract and can follow this issue if it becomes a concern.

4. p.25. There is no time frame for payment of fines.

A thirty (30) day payment requirement has been added to the contract.

5. p.27. "May" should be changed to "shall" regarding certain penalties.

The use of "may" in these instances allows for some discretion if the circumstances warrant.

6. p.29. Change language... "...each invoice generated shall specify the dollar amount being charged for the County ASA Supervision."

The fee charged by the County is a cost of doing business to the Contractor. It is not tied to any specific patient charge. The Contractor must pay the fee regardless of the reimbursement. There can be no question as to which part of the bill was collected or not collected.

The County fees are public record, specified both in the ordinance and in the contract.

7. p.36 The acceptance of the security alternative is less secure and allows for additional revenue to accrue to the Contractor.

The RFP allowed and the AMR proposal offered alternatives for the security arrangements. We chose a $2,500,000 bond as the less costly alternative and feel that is does not diminish the level of security.

The issue of interest is incorrect. All interest accrues to the contractor in the lock box account or in any other account. The lock box account is a method of controlling disbursements, not making additional revenue for the County.

Community Ambulance Concerns

The concerns stated by Community Ambulance are addressed in the Care section.

In addition, Community questioned the definition of "financial Hardship" as used by AMR in their proposal.

The contract requires the Contractor to provide to the EMS Administrator a detailed written description of all billing and collection procedures.(p.24, line 1). Changes to these procedures are only with the approval of the County. The definition of "financial hardship" and the policies for its use are specified.

DRAFT

City of Portland Bureau of Fire, Rescue and Emergency Services

Comments on Proposed Contract for Emergency Ambulance Transportation

Introduction.

The City of Portland Bureau of Fire, Rescue and Emergency Services (Bureau) which represents the citizens of our community, wants to ensure that both the levels of service promised and the rates promised are indeed going to be implemented and further that those levels of service and rates remain throughout the entire five year contract period. It is understood that the rates will be increased according to the inflationary allowances spelled out in both the Request For Proposal (RFP) and the proposed Contract.

The Bureau is concerned about the delivery of patient care services due to the service delivery problems exhibited by AMR in both Clark and Clackamas Counties. This emergency ambulance service Contract will serve as the document that will ensure that the service delivery promised will indeed be done, thereby ensuring the level of patient care is adequate to ensure the safety of our citizens. The Contract also ensures that the rates promised will indeed be charged for at least the first year of the Contract. It is therefore imperative that the Contract clearly spells out all contractual obligations that the contractor must meet.

Comments.

The Bureau has divided its comments into three parts,

Part I - Language that affects the allocation of Bureau resources

Part II - Language that affects response times

Part III - Other concerns

DRAFT

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed Emergency Ambulance Contract

Part I - Language that affects the allocation of Bureau resources.

On page 48 of the proposed Contract, the County states the following:

> "...Contractor shall receive the following as full compensation:
>
> c. Benefit of first responder services as available."

Let it be understood, that although this language at first glance may seem innocent, there is language throughout this contract that refers to services and relations between the Contractor and the first responder agencies.

The County, if they want such language should have an IGA with the agencies.

Page 8 of the Contract states: Contractor shall respond to all Code-1 dispatches from BOEC."

Change to:

> "Contractor shall respond to all Code-1 dispatches immediately from BOEC, and arrive within 30 minutes of dispatch." [underline portion of text added]

If no time limit is put on the contractor, then the Bureau may be left at a scene with a patient they can not abandon for extended periods of time. This language merely put some definition on how long our crews can be expected to remain out of service. This is a resource and a planning issue for the Bureau, as well as a patient care issue.

Page 9, the Contract states: "It is recognized that the EMS Software in use at BOEC must be modified." Who is to pay for this modification? The City has purchased software, is it currently being used, or is the County contemplating additional software?

If there is to be a modification, will this increase the budget cost to the Bureau?

Page 17, of the Contract states: "In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor[.] within twenty minutes of arrival at the hospital, or pay for taxi service to return the Firefighter to their station. [underline portion added to text]

DRAFT

If some language is not inserted that demands return within a specified time parameter, the Contractor could return the Firefighter, the same day? This could seriously affect resource allocation.

Part II - Response time Concerns

Some of the response time language in the Contract should be clarified.

Page 8 and page 26 both refer to rural response time standards as it relates to "100 consecutive calls." Further on in the document on page 32, the County refers to a major and minor breech of contract as it relates to response times according to being out of compliance over a three or two month period respectively. The question is, if the rural response times are figured on a 100 consecutive basis, and it takes three months to reach 100 calls, if the provider is out of compliance, are they now considered to be in "Major Breech?" The Bureau does not believe this was the intent of the County, but it is confusing as to how the contractor could be in breech in the rural zone.

A suggestion would be to go back to a monthly basis to calculate response time compliance for the rural zone, and then in the 90 day grace period, see what the impact either positive or negative applies and make whatever language changes are necessary. To leave the language as is, is open to interpretation.

Page 25 subsection C.2., Change text to read:

> "Failure to respond is defined as a delay of [four (4) minutes or more] in the dispatch of an ambulance due to the lack of an available ambulance." {bracketed [ ] portions deleted from text}

The intent is to fine the provider for failure to respond due to the lack of available units. The way this text is written, it might be interpreted to read that, only if the unit is delayed in being "dispatched by 4 minutes or more," is the provider fined. This would mean that a provider has 4 minutes to dispatch an ambulance when the intent is for an immediate dispatch.

Page 27 Subsection 5. In this portion the County is allowing for the Contractor's ambulance to break down on the scene, and then restart the response time clock when the next unit is dispatched. The Bureau does not believe this is the intent of the County, but this is one interpretation. The County should expect the contract service to arrive, on scene, on time, and with a unit that will not break down. All of this is to ensure--maximum patient care. One of the major tenants of prehospital care is rapid transport to a medical facility.

DRAFT

If any circumstances should delay the rapid transport of a patient that is under the control of the contractor, then the contractor pays a penalty to help ensure that the standards are met. That is the whole idea behind a response time penalty section in a contract.

If a unit breaks down whether enroute, at scene, or with a patient, the contractor should be fined $500.00 plus any response time penalties that apply, from the time of the original call.

The only time that multiple patient or dispatches do not count from the original time, is if after arrival of the first responders they call for additional units, then the response time clock starts with that call--for additional units, not the original dispatch time.

Page 32, subsection p., This should read as follows:

> "Failure to comply with response time requirements for any ... three months in any twelve month period, shall be considered a [minor] breach of contract. Failure to comply with response time requirements for any three consecutive months, or four months in any twelve month period [a calendar year], shall be considered material breach of contract." [bracketed portions [ ] deleted from text, underline portions added.]

The way the County has the present language is inconsistent, with a minor breach penalty based on a twelve month time period, and the second on a calendar year, they should both be the same time period.

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The City Fire Bureau has noticed several discrepancies and other problems that we wish to be resolved before the contract is signed. The first issue has to do with the County accurately and clearly outlining all of the contract obligations. This is a problem as the proposed Contract, relies on the Proposal submitted by AMR as the embodiment of the majority of the contract. This language is found on page 5, Section I, subsection C.1. of the contract and states:

> "Provide all services , materials , training, and **other commitments as described in Contractor's proposal**, ..." [bold highlight added to text]

This is not descriptive enough as AMR's proposal contains numerous inconsistencies and the Bureau would like to know which portion or commitment the County is relying on. As an example of these inconsistencies, is the commitment by AMR to hire existing Paramedics displaced by the bid process. As an example:

- page 39 in their Proposal it speaks to 24 paramedics that they are committed to hire
- page 131, subsection a, all "**Ambulance personnel** from private companies providing emergency medical response and transport in Multnomah County will be offered employment with AMR Northwest..."

The words "ambulance personnel, does not differentiate between Paramedics and basic EMTs. So all EMTs and Paramedics will be offered employment, contradicting page 39.

- Page 131, subsection b., "AMR Northwest intends to continue employment of our existing work force **and to employ paramedics who will be displaced from their current positions** by award of this contract o AMR Northwest." [bold highlight added to text]

Reference is and intent is to hire all paramedics that are "displaced."

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Again the reference is to hire all paramedics.

DRAFT

- Page 132, "We expect to hire at least 24 additional positions in the Multnomah County system with the award of the contract."

Now it is back to the 24 paramedics rather than all of the paramedics.

Another inconsistency, is found on page 70 of their document where AMR states that they have an exposure Control nurse from OHSU for .5 FTE. According to the University, the actual FTE is .25, not.5. So which figure is the County going to enforce, .5 as stated, or the actual of .25.

The following, represent changes that the Bureau believes would more accurately reflect the concerns of the County for ensuring patient care standards are adhered to.

Page 16, Section II., Subsection L., 1.,

> "Contractor shall reimburse first responder agencies for disposable medical supplies which are utilized in EMS dispatched calls for [direct] patient care." {delete text in brackets [ ]}

The term "direct patient care" should be defined so as to avoid future conflicts.

Page 23, number 8,a.

> "The contractor shall bill for ALS response treatment or BLS response/treatment only when the Contractor's personnel perform [or share in the performance of] patient care services." { bracketed [ ] portions of text deleted}

The phrase "share in the performance of" is to vague and is unnecessary. The first responders show up on all medical request by county Protocols. As part of those protocols, the first responders provide an initial assessment of the patient which could be considered as part of the "patient care services." So by just showing up, AMR can charge the patient an ALS charge?

Page 23, top of the page sub b. The County refers to conditions that the Contractor can bill for ALS services including the following:

> (3) If ALS is started by a first responder paramedic and then responsibility for the patient is turned over to a paramedic from the Contractor."

The Bureau suggest that this language be deleted.

City of Portland Bureau of Fire, Rescue and Emergency Services Comments on Proposed Emergency Ambulance Contract

Page 23, Subsection c. delete the last sentence of the paragraph as too vague, it reads:

"...[and substantial disposable supplies are used]."

Define "substantial supplies" in terms of a dollar amount. A $100.00 figure would be reasonable.

This report represents a brief summary of the concerns by the Bureau. The City received this document Friday afternoon, July 1, and the EMS offices were closed Monday and Tuesday. Some of the other concerns by the Bureau involve the amount of response time penalties paid to the County. The concern is that the monetary amount is too small too have any impact on the provider, to make any changes in service delivery to comply with response time requirements.

If the provider fails to meet response time requirements, then the Bureau personnel will be required to spend additional time on scene, thereby affecting the Bureau's ability to carry out its mission.

As an example, if the contractor is late but under the *twelve minute penalty*, then the fine for response time non-compliance at 89% is only $2,000.00 a month. The cost for one Paramedic FTE is approximately $3,000.00 a month. It is cheaper to be non-compliant and pay the fine than it is to provide the level of service.

The County should consider making the response time penalties more substantial to ensure compliance.

CARE Ambulance • CARE CAR

July 6, 1995

TESTIMONY OF CARE AMBULANCE

CARE Ambulance submits the following as concerns that we have regarding the proposed contract for emergency ambulance service for Multnomah County.

1. Page 8, Section 5., Line 13, Code-1 Ambulance Requests:

This is entirely outside the scope of the RFP. Code-1 (non-emergency) calls were not intended to be part of the **emergency ambulance contract**. Such policy as described herein was not included in the RFP, and represents a serious threat to the non-emergency providers in the county.

2. Page 20, Patient Fees:

We note that the ALS fee has been reduced by $10 per call, apparently as a result of the fact that no Lockbox is being required. Why is the BLS rate not reduced also?

3. Page 23, Section 8., Billing Description:

Language is this section is ambiguous to the point that Contractor will be able to charge all transports at the ALS rate, as was stated in the AMR proposal as the Contractor's intent. This represents a significant overcharge to at least 40% of the patients transported within the system. If the County is truly committed to reducing rates to the consumer, language in this section should be changed to read, "b. Contractor shall bill for AlS service only when patient's medical condition requires Advanced Life Support treatment performed by the Contractor's personnel." Even at the minimal difference in rates offered by AMR this would result in almost $800,000 savings to the consumers of Multnomah County.

In that same section, paragraph c., regarding the billing of the "No Transport Fee". While we believe that there is merit in spreading the costs for EMS over broader user base, we are concerned that this language simply allows the contractor a huge revenue stream without the necessity of offsetting the charges to those who are transported. Using the criteria listed in paragraph c., the contractor would be able to charge the $125 no-transport fee to as many as 6800 people annually, realizing as much as $850,000 of additional revenue from this system. We would suggest that language be added to this paragraph that states, "Contractor will be required to report quarterly to the County on the number of "no-transport" invoices issued and the revenue generated from said invoices. Prior to the annual rate review process such revenues will be factored into the formula for the subsequent

1877 N.E. Seventh • Portland, Oregon 97212 • Telephone (503) 288-8427

year's rates, thus allowing revenues collected for no-transport calls to off-set the total burden for the EMS system being borne by only those who are actually transported."

4. Page 25, Section C.:

Subsection 1: There is no timeframe stipulated for payment of fines. The RFP contemplated that all fines and penalties would be recovered through deductions from the Lockbox. Since that has apparently been discarded, we believe that this paragraph must include the words "within 30 days of assessment" at the end of line 21.

5. Page 27, Section 6, Other Penalties:

In order to be consistent with the RFP, we would submit that "may" on line 18, 25, and 27, should be changed to "shall".

6. Page 29, Section D, Paragraph 4:

We believe that it is the consumer's right to know that a portion of the ambulance rate they are being charged goes to fund the EMS system. We also believe that it is in the County's best interest to know that the amount charged reflects the amount necessary to recover those charges paid to the County; this should not be a "profit center" for the Contractor. We, therefore, recommend that language on page 29, lines 16 through 18 be changed to read, "Fees shall be derived from the fixed-rate charges of the Contractor, however each invoice generated shall specify the dollar amount being charged for the County ASA supervision."

7. Page 36, Section 2., Performance Security:

CARE Ambulance is most concerned that the County is willing to eliminate the "Lockbox Agreement" as stipulated in the RFP as a significant component of the "Fail Safe Franchise". We believe that the performance security alternative as included in this contract provides less security to the County in the event of a default; more importantly this arrangement allows the Contractor to realize as much as $150,000 in additional revenues from daily interest on deposits, even with the $10 rate reduction. We believe that this revenue should be returned to the consumers in the form of lower rates.

CARE Ambulance would like to go on record at this point as being very concerned that this contract, as written, is not in the best interests of the citizens of Multnomah County, particularly from a financial perspective.

MULTNOMAH COUNTY OREGON

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

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

MEMORANDUM

TO: Beverly Stein, Multnomah County Chair
County Commissioners

FROM: Billi Odegaard, Director, Health Department

DATE: June 30, 1995

RE: Exclusive Emergency Ambulance Service Contract

==========

I. Recommendation/Action Requested: The Health Departments recommends the Board of County Commissioners approve Contract # 200726 with Buck Medical Services dba AMR Northwest for the period August 14, 1995 to August 14, 2000.

II. Background/Analysis: This contract is awarded as the result of RFP #P990-37-00-29. The Board approved the award of the franchise on May 25, 1995. This contract will provide for exclusive emergency ambulance service, through a single contractor, throughout the entire County.

III. Financial Impact: None. Contractor reimbursement is through patient fees billed by Contractor.

IV. Legal Issues: None

V. Controversial Issues: None

VI. Link to Current County Policy: Implements the approved County Ambulance Service Area (ASA) Plan.

VII. Citizen Participation: None

VIII. Other Government Participation: None

BOGSTAD Deborah L

From: WEBER Jacquie A
To: #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Cc: KRESSEL Larry
Subject: CARE's appeal of amb contract award
Date: Friday, June 30, 1995 4:14PM

On Friday, June 30, 1995, CARE Ambulance filed the following documents in Multnomah County Circuit Court:

EX PARTE MOTION FOR TRO AND ORDER TO SHOW CAUSE WHY PRELIMINARY INJUNCTION SHOULD NOT ENTER
PETITION/COMPLAINT (Writ of Mandamus; Injunction; Writ of Review)

Attorney for CARE, William Skiles, attorney for AMR, Chuck Corrigan, and myself appeared in front of Judge Londer on CARE's ex parte motion. Judge Londer did not grant the motion, but did set the motion on the show cause docket for Fridady, July 7, 1995. At that time, the assigned Judge will hear the cause on the issue of whether CARE is an "applicant" to the ambulance RFP and therefore entitled to appeal of the RFP process pursuant to Multnomah County's administrative appeal procedures.

BOGSTAD Deborah L

From: WEBER Jacquie A
To: #CHAIR'S OFFICE; #DISTRICT 1; #DISTRICT 2; #DISTRICT 3; #DISTRICT 4
Subject: CARE's Writ of Mandamus, Amb Franchise
Date: Wednesday, July 05, 1995 10:34AM

The ambulance franchise contract with AMR is on the Board agenda for approval on July 6, 1995. As you know, CARE has filed an Alternative Writ of Mandamus, asking to be recognized as an "applicant" in the RFP process entitled to appeal the award to AMR. A show cause hearing is scheduled for July 7, 1995. However, it is County Counsel's opinion that the Board may take action on the contract on July 6, 1995, despite the pending Writ of Mandamus.

CITY OF
PORTLAND, OREGON
BUREAU OF FIRE, RESCUE & EMERGENCY SERVICES

Charlie Hales, Commissioner of Public Safety
John C. Wilson, Division Chief
Emergency Operations & Support Serv.
55 S.W. Ash Street
Portland, Oregon 97204-3590
(503) 823-3730
FAX (503) 823-3710

July 8, 1995

Beverly Stein, Chair
Multnomah County Board of Commissioners
Tanya Collier, Commissioner
Gary Hansen, Commissioner
Sharron Kelly, Commissioner
Dan Saltzman, Commissioner
1120 Southwest 5th Avenue, Room 1500
Portland, Oregon 97204

RE: Proposed Emergency Ambulance Contract

Chair Beverly Stein:

The City of Portland Bureau of Fire, Rescue and Emergency Services (Bureau) would like to applaud the Board for reaching yet another milestone in the development of the Emergency Medical Services (EMS) system for Multnomah County, with the signing of the Emergency Ambulance Contract.

The Bureau does have some concerns that are addressed in an internal report that we would like to submit for your consideration.

As this contract is for a five year period, all of the issues that can be resolved in the beginning will facilitate a smooth process for system improvements. Most of the issues in the report are minor in nature, but should be resolved before Contract implementation. Since we received the Contract on Friday afternoon of June 30, there was not adequate time to review all of our concerns with either the EMS office or County Counsel. We apologize for any inconvenience this may cause the process.

In a brief conversation with Gresham Fire Department, it appears that their version of the contract differs slightly from ours, and we would like to resolve those issues. Thank you for your consideration in this matter.

Sincerely,

John C. Wilson

John C. Wilson, Division Chief

City of Portland Bureau of Fire, Rescue and Emergency Services

Comments on Proposed Contract for Emergency Ambulance Transportation

Introduction.

The City of Portland Bureau of Fire, Rescue and Emergency Services (Bureau) which represents the citizens of our community, wants to ensure that both the levels of service promised and the rates promised are indeed going to be implemented and further that those levels of service and rates remain throughout the entire five year contract period. It is understood that the rates will be increased according to the inflationary allowances spelled out in both the Request For Proposal (RFP) and the proposed Contract.

The Bureau is concerned about the delivery of patient care services due to the service delivery problems exhibited by AMR in both Clark and Clackamas Counties. This emergency ambulance service Contract will serve as the document that will ensure that the service delivery promised will indeed be done, thereby ensuring the level of patient care is adequate to ensure the safety of our citizens. The Contract also ensures that the rates promised will indeed be charged for at least the first year of the Contract. It is therefore imperative that the Contract clearly spells out all contractual obligations that the contractor must meet.

Comments.

The Bureau has divided its comments into three parts,

Part I - Language that affects the allocation of Bureau resources

Part II - Language that affects response times

Part III - Other concerns

Part I - Language that affects the allocation of Bureau resources.

On page 48 of the proposed Contract, the County states the following:

> "...Contractor shall receive the following as full compensation:
>
> c. Benefit of first responder services as available."

Let it be understood, that although this language at first glance may seem innocent, there is language throughout this contract that refers to services and relations between the Contractor and the first responder agencies.

The County, if they want such language should have an IGA with the agencies.

Page 8 of the Contract states: Contractor shall respond to all Code-1 dispatches from BOEC."

Change to:

> "Contractor shall respond immediately to all Code-1 dispatches from BOEC, and arrive within 30 minutes of dispatch." [underline portion of text added]

If no time limit is put on the contractor, then the Bureau may be left at a scene with a patient they can not abandon for extended periods of time. This language merely put some definition on how long our crews can be expected to remain out of service. This is a resource and a planning issue for the Bureau, as well as a patient care issue.

Page 9, the Contract states: "It is recognized that the EMS Software in use at BOEC must be modified." Who is to pay for this modification? The City has purchased software, is it currently being used, or is the County contemplating additional software?

If there is to be a modification, will this increase the budget cost to the Bureau?

Page 17, of the Contract states: "In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor[.] within twenty minutes of arrival at the hospital, or pay for taxi service to return the Firefighter to their station. [underline portion added to text]

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A suggestion would be to go back to a monthly basis to calculate response time compliance for the rural zone, and then in the 90 day grace period, see what the impact either positive or negative applies and make whatever language changes are necessary. To leave the language as is, is open to interpretation.

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If the provider fails to meet response time requirements, then the Bureau personnel will be required to spend additional time on scene, thereby affecting the Bureau's ability to carry out its mission.

As an example, if the contractor is late but under the *twelve minute penalty*, then the fine for response time non-compliance at 89% is only $2,000.00 a month. The cost for one Paramedic FTE is approximately $3,000.00 a month. It is cheaper to be non-compliant and pay the fine than it is to provide the level of service.

The County should consider making the response time penalties more substantial to ensure compliance.

July 06, 1995

TESTIMONY BEFORE MULTNOMAH COUNTY COMMISSION
REGARDING CONTRACT #200726

Beth Ann Baughman
Community Ambulance
P.O. Box 69128
Portland, Oregon 97201
(503)-241-7283 x 8337

TESTIMONY REGARDING CONTRACT #200726

Madame Chair and members of the Council, I am Beth Baughman, representing Community Ambulance. I present before you again to day a letter sent from Community Ambulance to Dr. Gary Oxman on June 16, expressing a number of serious questions regarding the formulation of the contract before you today. Unfortunately, the only reply received was from Commissioner, Saltzman. I want to thank you for that reply, Commissioner Saltzman. The letter from Bill Collins that you referred to in your letter was never received by Community Ambulance.

All along this Commission has stated that it was the sole intent to regulate 911 ALS calls, however this contract clearly indicates otherwise. Page 8 lines 15 & 16 state "Triaged non-emergency ambulance requests may be responded to by the Contractor with non-emergency units." Bill Collins has publicly promised a number of times in the past that the non-emergency calls that come through the 911 system would be triaged out evenly to non-emergency ambulance services, and it is clear here that this will never occur, nor do I believe that it was ever intended to occur.

Despite the BLS rate stated by the Contractor on page 20 of the contract, the language of the contract on page 23 beginning with line 10 states "Contractor shall bill for ALS service (1) if an ALS assessment or procedure.....is provided." Everyone here knows that any time they respond to a call an ALS assessment will be provided! This language builds into the contract the assurance of ALS payment for every call run through the 911 system, regardless of the actual level of care required in the call.

My question, for the record is this: Do you, the Commissioners, intend for the patient to still have to pay an ALS rate, even after the initial assessment reveals a clearly BLS call? And what kind of monitoring system will you be using to insure that the patient does not pay ALS rates for BLS calls?

Lastly, I direct your attention to page 20, line 17 which states that the Contractor shall "Accept assignment on claims for all individuals in cases where there is evidence of financial hardship. Financial hardship is undefined here. Do only individual entities qualify, or can corporate entities qualify? Even if it is only individual entities, "financial hardship" varies a good deal, depending on who is giving the definition. The language here must be specific, or this contract is open to discriminatory billing practices.

Community Ambulance wishes this testimony and the concerns in the re-presented letter to Dr. Gary Oxman to be part of the record in regards to this contract being considered. We urge considerable rewording before a passage is even considered. Thank you for the opportunity to speak before you today.

June 16, 1995

Dr. Gary Oxman
Multnomah County EMS
426 SW Stark St., 9th Floor
Portland, Oregon 97204

Dear Dr. Oxman:

It is our understanding that you are working with Mr. Mike Williams, President of Abaris Group, to draft the Multnomah County single provider 911 contract with American Medical Response. We want to go on record during this process in pointing out several key issues that must be addressed in this contract. These are issues that we have brought up on previous occasions without acknowledgement. They cannot be further ignored now that the County is in the contract development phase with an identified provider.

First of all, no entity possessing the privilege and responsibility of a public contract should be allowed to bill out using unequal or discriminatory rates. American Medical Response has had no rate control under the current 911 system and indeed they charge vastly different rates for like services, depending solely on the identity of the payor. Large insurance companies who have contracted with AMR have paid substantially less for their 911 service than the general public, leaving private clients to make up the difference in cost needed to insure the company's profit. This inequity cannot be allowed to continue under a public contract.

According to the AMR proposal, their intent is to bill all ambulance transports that originate through the 911 system at an ALS (Advanced Life Support) rate. Some calls that come through that system are clearly BLS (Basic Life Support). It has been promised 2in the past that BLS calls coming through the 911 system would be triaged out so that the caller could make a direct call to the company of their choice. This has never occurred as a policy. If this is to occur as promised, a plan should be stated in the contract. At a minimum BLS calls should be required to be billed out at that lower rate, with a monitoring system in place to insure that the consumer is not overcharged, or charged for unnessarily upgraded services.

We have had assurance repeatedly that there is no intent on the part of the County to effect non-911 medical transportation. However, the structure of this contract will very likely do exactly that if precautions are not taken to prevent this inadvertent secondary effect. For the County to make good on it's word, the language will have to be tight and specific in it's effect.

Currently, we believe that AMR is contracting with Kaiser Permanente, Secure Horizons and others based on special 911 rates for the clients of these companies, in exchange for receiving all of their non-911 calls as well. One such contract, with a hospital in a neighboring area, was based, we were told, on which company had 4 ALS cars in that area, though the contract itself was primarily for hospital discharges, which rarely if ever require an ALS vehicle. The situation was set up in such a way that only the 911 provider could qualify. If this practice is allowed to occur under the single provider system in Multnumah County, only one single company will be able to contend for non-911 business as well. No company possessing a public contract should be allowed to use that contract as a lever or unfair advantage to obtain private contracts. If this is allowed to occur, then the entire range of medical transportation services has been effectively awarded to one company alone, limiting free enterprise and the freedom of choice to clients where it could still flourish. The County insists that it wants to award ONLY the 911 business to one company. That portion of the spectrum is very narrow. No company possessing this public contract should be allowed to engage in any private contracts whatsoever, thereby eliminating the opportunity for misuse of their privileged position, and allowing for free market to keep the costs down in all other medical transportation areas.

The contract language needs to guarantee that no cost shifting by any means be allowed, particularly to benefit a payor source or to incent non-emergency referrals by a payor source to AMR.

These items are crucial to the legal and ethical development of this exclusive contract, considering that the public has no choice in 911 providers or the accompanying rates. This contract and its development are to be considered as a public trust, and thus there is the clear obligation to prevent discrimination or the possibility of misuse.

Community Ambulance requests a response in writing as to how these specific issues will be addressed in the language of the contract, along with how compliance will be monitored for the best interest of the public.

Sincerely,

Junita Kauble
President

CARE Ambulance • CARE CAR

July 6, 1995

TESTIMONY OF CARE AMBULANCE

CARE Ambulance submits the following as concerns that we have regarding the proposed contract for emergency ambulance service for Multnomah County.

1. Page 8, Section 5., Line 13, Code-1 Ambulance Requests:

This is entirely outside the scope of the RFP. Code-1 (non-emergency) calls were not intended to be part of the **emergency ambulance contract**. Such policy as described herein was not included in the RFP, and represents a serious threat to the non-emergency providers in the county.

2. Page 20, Patient Fees:

We note that the ALS fee has been reduced by $10 per call, apparently as a result of the fact that no Lockbox is being required. Why is the BLS rate not reduced also?

3. Page 23, Section 8., Billing Description:

Language is this section is ambiguous to the point that Contractor will be able to charge all transports at the ALS rate, as was stated in the AMR proposal as the Contractor's intent. This represents a significant overcharge to at least 40% of the patients transported within the system. If the County is truly committed to reducing rates to the consumer, language in this section should be changed to read, "b. Contractor shall bill for AlS service only when patient's medical condition requires Advanced Life Support treatment performed by the Contractor's personnel." Even at the minimal difference in rates offered by AMR this would result in almost $800,000 savings to the consumers of Multnomah County.

In that same section, paragraph c., regarding the billing of the "No Transport Fee". While we believe that there is merit in spreading the costs for EMS over broader user base, we are concerned that this language simply allows the contractor a huge revenue stream without the necessity of offsetting the charges to those who are transported. Using the criteria listed in paragraph c., the contractor would be able to charge the $125 no-transport fee to as many as 6800 people annually, realizing as much as $850,000 of additional revenue from this system. We would suggest that language be added to this paragraph that states, "Contractor will be required to report quarterly to the County on the number of "no-transport" invoices issued and the revenue generated from said invoices. Prior to the annual rate review process such revenues will be factored into the formula for the subsequent

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year's rates, thus allowing revenues collected for no-transport calls to off-set the total burden for the EMS system being borne by only those who are actually transported."

4. Page 25, Section C.:

Subsection 1: There is no timeframe stipulated for payment of fines. The RFP contemplated that all fines and penalties would be recovered through deductions from the Lockbox. Since that has apparently been discarded, we believe that this paragraph must include the words "within 30 days of assessment" at the end of line 21.

5. Page 27, Section 6, Other Penalties:

In order to be consistent with the RFP, we would submit that "may" on line 18, 25, and 27, should be changed to "shall".

6. Page 29, Section D, Paragraph 4:

We believe that it is the consumer's right to know that a portion of the ambulance rate they are being charged goes to fund the EMS system. We also believe that it is in the County's best interest to know that the amount charged reflects the amount necessary to recover those charges paid to the County; this should not be a "profit center" for the Contractor. We, therefore, recommend that language on page 29, lines 16 through 18 be changed to read, "Fees shall be derived from the fixed-rate charges of the Contractor, however each invoice generated shall specify the dollar amount being charged for the County ASA supervision."

7. Page 36, Section 2., Performance Security:

CARE Ambulance is most concerned that the County is willing to eliminate the "Lockbox Agreement" as stipulated in the RFP as a significant component of the "Fail Safe Franchise". We believe that the performance security alternative as included in this contract provides less security to the County in the event of a default; more importantly this arrangement allows the Contractor to realize as much as $150,000 in additional revenues from daily interest on deposits, even with the $10 rate reduction. We believe that this revenue should be returned to the consumers in the form of lower rates.

CARE Ambulance would like to go on record at this point as being very concerned that this contract, as written, is not in the best interests of the citizens of Multnomah County, particularly from a financial perspective.

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT made and entered into this sixth (6) day of July, 1995, by and between Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Buck Medical Services, dba American Medical Response, Northwest, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, Oregon law requires counties to develop a plan relating to the need for and coordination of ambulance services and to establish ambulance service areas (ASAs).

WHEREAS, Multnomah County adopted an ambulance service plan which was approved by the State Health Division on June 22, 1994.

WHEREAS, said ambulance service plan and Multnomah County Ordinance No. 789 established ambulance service areas (ASAs) for the County and established a process for soliciting proposals from ambulance service providers, issuing an exclusive franchise, regulating rates for ambulance services, and regulating the quality of ambulance services.

WHEREAS, Multnomah County solicited proposals to serve its ASA, described in the ambulance service plan as the "Multnomah ASA", and received proposals which were reviewed by a Proposal Review Committee, with recommendations being forwarded by it to the County Health Officer, and then forwarded to the Board of Commissioners.

WHEREAS, the Board of County Commissioners has authorized a

contract be entered into with Contractor.

WHEREAS, Contractor is willing to provide said services according to the terms and conditions herein stated.

WHEREAS, it is in the public interest for the County to enter into this contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR.

A. SERVICES PROVIDED.

Contractor shall furnish to County, to first-responder agencies, and to patients requiring ambulance and emergency medical services, the services, equipment and materials as hereinafter set forth within the geographical areas herein defined.

B. GOVERNING LAW

1. Contractor acknowledges that the State of Oregon and Multnomah County have the authority to develop overall plans, policies, and medical standards and protocols to assure that effective levels of ambulance and emergency life support care are maintained within the County. Contractor further acknowledges that Contractor and its employees and subcontractors are subject to said plans, policies, standards, and protocols.

2. Contractor agrees to comply with the "governing law" and the proposal dated April 17, 1995 (hereinafter "proposal") which was submitted by Contractor in response to the Multnomah County Request for Proposal dated January 6, 1995 (hereinafter "RFP").

3. References to the "governing law" herein shall be

understood as references to the following: Oregon Revised Statutes (particularly ORS Chapter 823), Oregon Administrative Rules (particularly Health Division Rules found in the OAR chapter 333), the Multnomah County Ambulance Service Plan, Multnomah County Code 6.33, the RFP, other County ordinances, local rules and local medical control procedures and protocols.

4. Contractor agrees to meet the requirements set forth by the governing law, the commitments made in its proposal, and any other applicable statute, ordinance, resolution, or regulation with respect to the services, vehicles, equipment, and supplies which are the subject of this Agreement. In the event of a conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement, as defined by County, shall be met. In the event of a conflict between the terms of this Agreement and any resolution or regulation of County, the terms of this Agreement shall prevail.

5. Contractor may identify certain information submitted to County in compliance with this agreement as "trade secrets". County shall protect this information to the extent permitted by the public records law, ORS 192.410 to 192.505. Should County receive a public records request for this information, County will notify Contractor within two working days and Contractor shall respond to County concerning the request within five working days.

6. County agrees to exempt from disclosure, to the extent permitted under the public records law, personnel records

and other confidential information submitted by Contractor under this agreement. Information asserted by Contractor to be confidential must be so identified. Notices shall be given and responded to as in paragraph five above.

C. RESPONSIBILITIES OF CONTRACTOR.

The Contractor shall:

1. Provide all services, materials, training, and other commitments as described in Contractor's proposal,

2. Participate in and meet all requirements of the Quality Improvement program, as specified in the proposal, and under the supervision of the County Medical Director,

3. Maintain good working relationships with all first responders as measured by surveys of first responder agencies.

4. Maintain good working relationships with area law enforcement agencies, and PSAP agency,

5. Ensure courteous and professional conduct of office personnel, control center personnel, and field personnel at all times,

6. Maintain neat, clean, and professional appearance of personnel, equipment and facilities, and

7. Comply with all applicable Federal, State, and local laws and regulations related to ambulance services.

D. CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL.

The conditions stated in the RFP and the Contractor's Proposal are considered part of this agreement; including meeting all minimum standards and proposed additional commitments and capabilities with the exception of the following portions of the

Contractor's proposal:

1. Section 2, Response Time Commitment, c. Additional Commitment, p53-56.

2. Section 6, Commitment to First Response Program c. Additional Commitment, Equipment provided, p119, and Supply Replacement, p120.

3. Section 9, Patient Charge System, c. Additional Commitment, Proposal for Rate Reduction, Multnomah County, 1. First Response Integration Program, p145.

E. CONTRACT SERVICE AREA.

The contract service area (hereinafter "service area") consists of the Multnomah County Ambulance Service Area (ASA), as described in the RFP, and incorporated herein by reference, provided however that border areas may from time to time be added or deleted by intergovernmental agreement between Multnomah County and adjacent jurisdictions.

F. CHANGES IN CIRCUMSTANCES.

County recognizes that changes in health care legislation, anti-trust litigation, or other similar uncontrollable circumstances could preclude Contractor or County from caring out their obligations under this agreement. In such an event, the parties shall utilize their best efforts to negotiate amendments providing for alternatives for performance of this agreement.

II. PERFORMANCE REQUIREMENTS.

A. COVERAGE REQUIREMENTS.

1. General Requirements.

Contractor shall provide 100 percent, 24 hour per day, coverage for all Code-3 requests for ambulance service within the service area. Contractor shall provide Advanced Life Support ("ALS") ambulance response to all Code-3 requests for ambulance service within the contract service area, except as otherwise provided herein.

2. Response Time Definition.

Response times under this Agreement are measured from the time that Contractor is notified of the call, the nature of the call (if known), and the call priority by EMS dispatch (hereinafter "BOEC") until the time Contractor's ambulance arrives at the scene and notifies BOEC. Notified means a radio transmission, either voice or via MDT, acknowledged by the intended recipient of the transmission.

3. Code-3 Response Time Standards.

Contractor shall adhere to the following response time standards:

a. Each month, within the Urban area, Contractor shall respond to all Code-3 calls within 8 minutes or less, a minimum of a 90 percent of the time.

b. For each 100 consecutive calls within the Rural areas Contractor shall respond to all Code-3 calls within 20 minutes or less, a minimum of 90 percent of the time.

c. Each month, within Frontier areas, Contractor shall respond to all Code-3 in a "best effort" manner. Immediate dispatch of ambulance is required.

4. Code-2 Response Time Standards

In the event the County adopts a Code-2 priority dispatch system, the following response time will apply to Code-2 calls.

a. Each month, within the Urban area on Code-2 calls, Contractor shall respond 15 minutes or less, 90 percent of the time.

b. For each 100 consecutive calls within the Rural area on Code-2 calls, Contractor shall respond 40 minutes or less, 90 percent of the time.

c. Each month, within the Frontier area on Code-2 calls, Contractor shall respond in a "best effort" manner. Immediate dispatch of ambulance is required.

5. Code-1 Ambulance Requests

Contractor shall respond immediately to all Code-1 dispatches from BOEC. Triaged non-emergency ambulance requests may be responded to by the Contractor with non-emergency units. The Contractor shall furnish sufficient production capacity, sufficient on-call crew capacity and shall manage its available resources so as to provide Code-1 ambulance services without interfering with Code-2 or Code-3 response times.

B. STAFFING REQUIREMENTS.

1. Each ambulance utilized for the provision of contracted services shall be staffed with a minimum of two Oregon certified EMT-Paramedics, and be equipped as an ALS unit except as otherwise provided herein.

2. Each of the Contractor's ambulance drivers shall successfully complete an Emergency Vehicle Operators Course

(sixteen (16) hour minimum) which is approved by the County EMS Administration. This requirement shall be in effect for all drivers one (1) year from the starting date of this Agreement. Such training shall be repeated with a minimum of eight (8) hours per driver every two years.

C. SYSTEM STATUS MANAGEMENT PLAN.

1. The Contractor shall submit for approval to the County EMS Administrator an initial coverage system status management plan for the entire contract service area. This plan, once approved, shall be utilized by the Contractor and BOEC for the first three months of the contract period. The Contractor shall be required to adhere to that plan as a minimum level of effort during the first three months of the contract. The Contractor will still be held to minimum performance standards during this initial coverage period. As requested in the Contractor's proposal, penalties required in this agreement will be waived for ninety (90) days from the date of this agreement or until the BOEC/AMR CAD interface is completed and reliable, as determined by both parties, whichever comes first. It is recognized that the EMS software in use at BOEC must be modified. The EMS Administrator may extend this waiver if the modification is delayed past the ninety day period.

2. A System Status Management Plan shall be developed and used by Contractor subject to approval by the County EMS Administrator on no less than an annual basis and as changes are made. The maximum unit-hour utilization in the urban area shall not exceed 0.40 without County approval. Utilization is defined

as the ratio of transports to unit-hour scheduled in the System Status Plan, measured on a monthly basis, for each unit. Higher proposed unit-hour utilization ratios must be approved by the County prior to implementation.

D. EQUALIZED RESPONSE TIME PERFORMANCE

Contractor will design its System Status Management Plan to provide equalized response time performance throughout the service area. This means that no area, regardless of anticipated call volume, is planned to have less than the required level of service. If, during the course of service, it is determined that a specific area of the County is not receiving equitable service, then adjustments will be made to the System Status Management Plan, subject to approval by the County EMS Administrator.

E. MUTUAL AID

Contractor shall respond on a mutual aid basis to all areas outside Multnomah County pursuant to Multnomah County's dispatch protocols.

F. EMS DISPATCH CENTER.

1. EMS dispatch shall be provided at the City of Portland, Bureau of Emergency Communications (BOEC).

2. Contractor shall cooperate, train with, and communicate with the 9-1-1/PSAP to assure a smooth delivery of dispatch services.

3. Contractor shall develop a written plan with BOEC specifying the conditions for Contractor involvement at BOEC. This plan must be approved by County EMS Administrator and is Attachment A to this contract.

G. VEHICLE REQUIREMENTS.

1. During the term of this contract, Contractor shall provide a minimum of 133 percent of peak staffing ambulances for Code-2 and Code-3 calls. The initial system status plan establishes nineteen (19) peak staffing ambulances, plus seven (7) reserve ambulances.

2. All ambulances furnished hereunder by Contractor shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the Federal KKK-A-1822C standards or their equivalent at the time of the vehicles' original manufacture, except where such standards conflict with State of Oregon standards, in which cases the State standards shall prevail. All ambulances shall also meet or exceed the equipment standards of the State of Oregon. Vehicles furnished by the Contractor shall be new vehicles when placed into service under this Agreement; twelve (12) within one (1) month of the start of this agreement, and fourteen (14) additional ambulances within one (1) year of the start of this agreement.

3. Each ambulance above shall be identified with the words "MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES (or EMS), PARAMEDICS"; in letters four (4) inches high; in locations on the vehicle approved by County.

4. Contractor agrees to perform and document regular internal ambulance inventory checks, to allow County to review such documentation and to allow County to conduct random and spontaneous audits of ambulances to verify such inventory.

H. DISASTER RESPONSE

1. Personnel Recall.

Contractor shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in a multi-casualty or disaster situation or times of peak overload.

2. Operations Modified.

a. During a disaster declared by an appropriate governmental agency, the Contractor's normal mode of operation may be modified in order to provide services which are appropriate for the nature of the disaster and which are consistent with local disaster plans and protocols. During such time periods, the Contractor shall be exempted from response time performance requirements until notified by the County EMS Administrator that disaster assistance may be terminated.

b. During the course of the disaster, should the demand for service require, the Contractor shall use best efforts to provide local Code-3 or Code-2 service coverage while suspending Code-1 service.

3. Additional Cost Reimbursement.

In the event of declared disasters due to natural causes (e.g. floods, earthquake) Contractor shall not bill the County unless a federal or state source of funds is available, or the County determines that billing is appropriate under the circumstances. Contractor shall not include in its cost statement any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred

by the Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements if the disaster had not occurred.

I. COMMUNICATIONS EQUIPMENT.

1. Contractor Provided Equipment.

Contractor shall provide in each ambulance:

a. One (1) 800 MHz portable radio of the type specified by EMS. This radio may be supplied by EMS to the extent that radios are available. Should radios not be available from EMS, Contractor must supply the necessary radios.

b. One (1) mobile data terminal (MDT) of the type specified by EMS.

c. Automated vehicle locator (AVL) hardware as specified by EMS.

d. All equipment above shall be purchased through the City of Portland unless otherwise authorized by County and used on the City of Portland 800 MHz radio system. Access and maintenance fees shall be paid by Contractor directly to the City. Contractor may provide additional communications equipment with approval of County EMS.

J. DATA COLLECTION AND REPORTING REQUIRED.

1. Contractor's data collection and reporting systems shall meet the following minimum standards:

a. For each patient contacted, Contractor's ambulance personnel shall complete an approved patient report form, available at the time of the transfer of patient care. Copies of

the patient report forms shall be provided to the County upon request. Patient care reports may be automated and recorded electronically during the term of this agreement.

b. When called for by Contractor's policy Contractor shall require its employees to complete approved "EMS Incident Report Forms" and shall furnish a copy of such completed forms to the County by request.

c. Contractor shall require its employees to complete "Equipment Failure Report Forms" in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the County EMS Administrator by request.

d. Contractor shall forward System Status Plan changes to the County in writing prior to BOEC implementing of such changes.

2. All Contractor's employees shall be appropriately certified at both the State and local levels. The Contractor shall furnish to County EMS Administrator records of participation by its employees in continuing education programs at request of County.

3. Where a dispatched emergency call resulted in a response time in excess of 8 minutes for urban calls or 20 minutes for rural calls Contractor shall supply, at the request of County, the reason for delayed response time, including a summary of steps taken by the Contractor to eliminate that cause of poor response-time performance.

4. The Contractor shall submit data specified in the proposal, RFP, or this agreement to the County EMS Administrator in a form and at an interval approved by County.

5. All data and reports specified in this section shall be maintained by Contractor for a period of three (3) years.

K. PERSONNEL PLAN.

1. Wages and Benefits

Contractor shall at a minimum adhere to the wage and benefit package as described in its proposal.

2. Employee Handbook

Contractor shall publish and distribute to all employees an Employee's Handbook describing the personnel policies and procedures utilized by Contractor in its operations. A copy of the current handbook shall be on file with the County at all times.

3. Paramedics

Paramedics shall be certified as required by Chapter 333 of Oregon Administrative Rules, and approved to work in Multnomah County by the Multnomah County EMS Medical Director. Paramedics shall not be prohibited by Contractor from communicating directly with the EMS Medical Director on issues related to patient care.

4. Reasonable Work Schedules and Working Conditions

The Contractor shall utilize work schedules and shift assignments as described in the proposal and provide adequate working conditions. Contractor acknowledges that the primary issue is patient care, and agrees to utilize management practices which ensure that field personnel working extended shifts, part-time, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. Regularly scheduled shifts of paramedics shall not exceed

24 hours, and shall be followed by at least 8 hours of rest before the next regularly scheduled shift. The Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours except under emergency conditions (disaster) and with the permission of the County.

5. Key Personnel and Prohibition Against "Bait and Switch Bidding"

Contractor understands that the County has, in part, awarded this Agreement based upon the qualifications of the Contractor's organization, and upon the qualifications of key personnel presented in Contractor's proposal. Contractor shall furnish the personnel identified in this proposal, and throughout the term of the agreement Contractor shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications as determined by County.

L. FIRST RESPONDER SERVICES AND COORDINATION.

1. Contractor shall reimburse first responder agencies for disposable medical supplies which are utilized in EMS dispatched calls for direct patient care. Supplies covered by this section are identified in Attachment B to this agreement. Reimbursement shall be paid to County for distribution to first responders.

2. Contractor may replace the supplies above used by rural providers if the rural provider agrees.

3. Contractor shall provide, at no cost to the agency, automated external defibrillators (AED) as follows:

a. one (1) to Sauvie Island Fire

b. two (2) to Corbett Fire

3. Training.

a. Contractor shall implement a first responder orientation program designed to acquaint all agencies with Contractor's equipment and response system within 3 months. Contractor shall work with the first responder agency to avoid the necessity for multiple presentations to the agency.

b. The objectives of this program are: 1) relate the history and background of Contractor; 2) clarify expectations of each other in the new system; 3) orientation to Contractor's ambulances and supervisory response vehicles; 4) show standardized placement of equipment; and 5) develop communication lines.

c. Contractor shall offer regularly scheduled first-responder training, as defined in the proposal and approved by the EMS Medical Director, to the rural first responder agencies in the County and must include multiple casualty incident training

4. For all equipment left with a patient, Contractor will provide a management contact and a telephone number to record the equipment information, and return all equipment within 7 days. In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor.

5. Contractor will respond to HazMat, fire, and public safety standbys, at the request of fire or police agencies, without additional compensation.

6. Contractor will cooperate with joint Critical Incident Stress Debriefing whether provided by County, Contractor or an outside agency.

7. Contractor's representatives shall visit the administration of every agency actively involved in first-responder programs to develop personal lines of communication. Contractor shall be active on all County-wide advisory committees, as requested by the County EMS Administrator, and in the planning and execution of drills and exercises as requested by County.

M. SUPERVISION REQUIREMENT.

1. The Contractor shall establish a field supervisory system approved by the County EMS Administrator with a minimum of one (1) Field Supervisor on duty at all times. This supervisor shall not be assigned to an ambulance active in the system status plan except under unpredictable periods of demand or other circumstances. Contractor shall make every effort to remove the supervisor from this duty as soon as possible.

2. Each paramedic will be evaluated for adherence to medical control requirements by a supervisor every 6 months. Supervisors shall meet regularly with the EMS Medical Director.

3. The County will provide a physician EMS Medical Director who will oversee and coordinate the Contractor's clinical performance and supervise all Contractor's paramedics working in Multnomah County under this agreement. Contractor shall reimburse County for these services in accordance with MCC 6.33.

4. The County reserves the right to modify the medical control system. Contractor agrees to operate under qualified independent medical direction or under such modification to the medical control system as the County may establish.

N. STANDBY AND SPECIAL EVENTS COVERAGE.

Contractor may provide standby or special events coverage with units other than those included in Contractor's System Status Plan. All such coverage and notifications shall be provided as directed in MCC 6.33 and the EMS Administrative Rules.

O. HELICOPTER AIR AMBULANCE AND MARINE AMBULANCE SERVICES.

The County Board of Commissioners reserves the right to allow helicopter air ambulance services and marine ambulance service, for emergency and non-emergency calls, to be operated in the County by a provider other than Contractor. This includes responses, flights and transportation within the Contractor's services areas.

P. EMS SYSTEM INTERACTION.

Upon request of the County EMS Administrator, Contractor shall regularly participate in all areas of EMS system development including but not limited to:

1. Paramedic, EMT, Nurse, Physician, and Dispatcher continuing education and training, and ride along programs with Contractor's employees or otherwise.

2. Disaster drills.

3. Continuing education programs.

III. SPECIFIC PROVISIONS.

A. PATIENT FEES.

1. Rate Schedule for Services Rendered.

Effective with the execution of this agreement, the Contractor shall utilize the following rate schedule for ambulance services rendered for the term of this contract unless modified pursuant to section III, A, 6 of this agreement on Rate Adjustment. These fees constitute the only charges that may be billed to a patient receiving care pursuant to this agreement:

Emergency Rates:

BLS Response/Treatment	$447.00
ALS Response/Treatment	$525.00
Non-Transport Fee	$125.00
Patient Load Mileage	$9.00 / mile

2. Collection of Fees for Services.

Contractor shall:

a. Accept assignment on claims for all individuals in cases where there is evidence of financial hardship,

b. Accept assignment when the patient is receiving fee-for-service Medicaid benefits directly from the State of Oregon, and

c. Write off non-paid Medicare balances where payment of those balances would cause undue financial hardship for the patient and such write-off is permitted by Medicare policy.

3. Subscription Membership Program.

The proposed subscription membership program is approved by the County EMS Administrator, Contractor may accept assignment

under such program.

4. Fee Discounts.

All fee discounts including discounts based on volume of business or group membership are prohibited, unless specifically authorized by the County. The County reserves the right to have the EMS Administrator approve other payment mechanisms, so long as they do not cause "cost shifting," which in the opinion of the County, does not serve the public interest.

5. Standby Charges.

Contractor shall not charge for non-dedicated standby coverage using units which are part of the system status plan, unless treatment is provided.

6. Rate Adjustment.

a. The rates shown above shall remain in force and effect throughout the term of this Agreement unless modified or adjusted by the Board of Commissioners pursuant to the provisions of MCC 6.33.

b. During the term of the franchise, Contractor shall be allowed an opportunity for annual inflation adjustments to the charges listed above. No such adjustments shall be effective prior to one year after the beginning of the franchise. No later than 60 days prior to each adjustment date, the Contractor shall request the County to determine the percentage rate of change in prices and the provider may, at its option, increase its rates equal to or less than the average of the following National Consumer Price Index (CPI) factors over the most recent 12-month period for which published figures are then available:

(1) 45 percent of the CPI-Transportation Index;

(2) 45 percent of the CPI-Health Care Index; and

(3) 100 percent of the CPI All Components.

Any rate adjustments made under this provision shall be approved in writing by the EMS Administrator within 30 days from the adjustment request, and when so approved shall be considered as an amendment to this Agreement.

c. Contractor may request additional rate increases in accordance with the procedures specified in MCC 6.33.515. for among other reasons, the following:

(1) The cost of some factors of production may rise faster than the cost of other factors of production. (e.g. insurance, fuel) Therefore, Contractor may apply for an adjustment to the rates sufficient to offset expenses associated with the rise in the cost of these factors of production.

(2) Prior to implementation of County required upgrades, Contractor may apply for a rate adjustment to offset the actual amortized marginal costs of implementing the upgrade.

d. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible to lower the rates established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine. If Code-2 response times are considered for adoption, Contractor and County will review the potential for cost savings from such response times.

7. <u>On-Scene Collections</u>.

Contractor's personnel shall not request payment for services rendered under this Agreement either at the scene of the call, en route, or upon delivery of the patient nor will they accept any payment or gratuities offered.

8. Billing Descriptions.

a. The Contractor shall bill for ALS response/treatment or BLS response/treatment, as defined by protocol and procedure, only when the Contractor's personnel perform or share in the performance of patient care services.

b. Contractor shall bill for ALS service (1) If an ALS assessment or procedure, such as endotracheal intubation, IV. administration, or cardiac monitoring is provided; (2) If paramedic or medical control judgment requires patient monitoring by a paramedic or "Code-3" transport in lieu of on-scene ALS treatment; (3) If ALS is started by a first responder paramedic and then responsibility for the patient is turned over to a paramedic from the Contractor.

c. Contractor may bill the "non-transport fee" and shall bill no more than that fee when a patient is not transported and one of the following conditions is met: (1) a patient exam is performed by Contractor and the patient requests Contractor stand by at the scene for 30 minutes or longer; (2) a patient exam is performed by the Contractor, the on-scene time is 20 minutes or greater, and treatment is administered; or (3) a patient exam is performed by Contractor, the on-scene time is 20 minutes or greater, and substantial disposable supplies are used.

9. Detailed Description of Practices and Procedures.

Contractor shall provide the County EMS Administrator with a detailed written descriptions of all billing and collection procedures.

10. Changes in Practices and Procedures.

Contractor shall adhere to the procedures referenced in paragraph 9. above. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payers; that such rules, regulations, policies, and procedures may change from time to time; that Contractor's practices and procedures must necessarily change in response to such changes, and that it would be impractical to amend this Agreement to reflect such changes each time they occur. The parties therefore agree that Contractor may change the practices, procedures, schedules, and policies referred to above if it is necessary to do so to reflect changes in rules, regulations, policies, and procedures of the Federal and State Governments, private-insurance companies, and other third-party payers, without a formal amendment to this Agreement, subject, however, to the review of the County. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates provided for herein without the approval of the County as set forth in this Agreement.

B. FINANCIAL INFORMATION

1. Billing Records

Contractor shall maintain billing and accounts receivable

information sufficient to document Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the County.

2. Required Reports

Contractor shall provide annually, within 120 days of the end of the fiscal year, reviewed financial reports which are specific to its Multnomah County operations under this agreement. If the County requests audited financial statements specific to Multnomah County operation, those will be provided without charge to the County. Contractor shall also provide updated pro-forma income, working capital statements and balance sheets for the remaining term of the franchise within 120 days of the end of the fiscal year.

C. LATE-RUN AND OTHER DEDUCTIONS.

1. Contractor agrees to meet the standards of performance set out in this agreement and further agrees to pay any and all penalties imposed by the County for failure to meet those standards as specified in this agreement.

2. Penalty for Call Referral

If Contractor is unable to respond to a call within the contract area for which ALS service is required, and that call is referred to another ambulance provider, there will be a $1000 per call penalty for each such occurrence. Failure to respond is defined as a delay of four (4) minutes or more in the dispatch of

an ambulance due to the lack of an available ambulance for dispatch, after BOEC notifies Contractor of the lack of ambulances. BOEC dispatch may dispatch other ambulance resources without delay when Contractor has no units available.

3. Penalties for Code-3 Calls

a. In the urban zone, for those months that the Contractor fails to respond to 90 percent of all Code-3 calls within the time period specified in the response time standards, the County EMS Administrator will review the system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For those months that the Contractor fails to meet the 90 percent standard, a $200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for each individual zone (i.e. urban and rural).

b. In the rural zone County will use a consecutive 100-count system for determining Contractors compliance with the response time standard. For every set of 100 calls the standard and penalties in the preceding paragraph will apply.

c. For monitoring purposes, each zone shall have, in addition to the 90-percent standard, a response time limit for every call. For every Code-3 call where the ambulance fails to arrive within the time limit (Code-3 every-call time limits are: 12 minutes - Urban, 45 minutes - Rural), the penalty will be $20 per excess minute (e.g., in urban zone, call response times of 12:00-12:59 minutes shall be fined $20, 13:00 - 13:59 minutes shall be fined $40), for a maximum of $400 per call. Calls

referred to another agency will be included as part of the response time calculations.

4. Penalties for Code-2 Calls

In the event that a Code-2 priority dispatch system is implemented, penalties for failure to meet the standards shall be the same as for Code-3 calls.

5. Multiple Units/Break Downs

If multiple units are responding, other than on an MCI, then the additional unit's times are measured from the time the additional unit is dispatched until it arrives on scene. If a unit breaks down at the scene, the response time is measured when the additional unit is dispatched until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.

6. Other Penalties

a. In the event Contractor fails to furnish "on-scene" times for calls, the County EMS Administrator may impose upon Contractor a penalty of $300 for each call. If no ``on-scene'' time is furnished, the call will be counted as late for purposes of the 90 percent on-time standard.

b. Penalties for willfully falsifying at-scene times shall be assessed at $500 if by Contractor's field staff, and $1000 if by Contractor's management staff, for each incident.

c. A penalty of $500 may be imposed where an ambulance breaks down enroute to the hospital with a patient loaded.

d. A penalty of up to $500 may be imposed where

Contractor fails to furnish required information from patient report forms, incident report forms, equipment failure report forms, system status plan changes, continuing education participation reports, excess response time reports, or fails to furnish financial information as required by the Agreement. Such a penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control; simple loss of records and problems with Contractor's own computer system shall not be considered beyond Contractor's reasonable control.

e. Contractor may also be fined for violations of MCC 6.33. This may not be in addition to fines levied under this agreement for the same violation.

7. Exceptions

The County EMS Administrator may grant exceptions to the response time requirements or penalties stated herein, for unusual circumstances beyond the Contractor's reasonable control; these include only unusually severe weather conditions, disasters, off road situations, inaccessibility from normal posting locations, private roads, unusual periods of very high demand upon the system, or dispatch computer failure. Such calls shall be individually examined and if the circumstances warrant, the EMS Administrator will exclude them from penalties and/or monthly compliance statistics. In order to be eligible for an exception, Contractor shall notify the County within a reasonable time of the unusual occurrence. Contractor's equipment failure or lack of a nearby ambulance do not furnish grounds for

an exception to response time standards.

D. FUNDING OF ASA SUPERVISION 9-1-1 SERVICES

1. Contractor shall pay an annual fee of $356,937 to County during the first year of this Agreement and $306,937 in each subsequent year of this agreement order to fund the costs of supervising and administering the ambulance service area. County will provide documentation, if requested, that this fee is exclusively used for this expense.

2. In addition, Contractor shall pay to County, Contractor's pro rata share of the cost for the provision of medical direction and supervision. This share shall be determined by the EMS Administrator.

3. Fees are due and payable on July 1, October 1, January 1, and April 1, and shall be paid pro-rata if this Agreement is commenced after one of those dates.

4. Fees shall be derived from the fixed-rate charges of the Contractor; it shall not be recovered through a specified add-on charge to the patient.

5. Fees may be adjusted from time to time by the County to reflect the actual costs for the services provided.

6. Additional fees, if any, will be determined by the County, and may be considered as justifiable new costs for purposes of the Contractor requesting a rate increase as provided herein.

E. DEFINITION OF MATERIAL BREACH AND PROVISIONS FOR EMERGENCY TAKEOVER

1. Material Breach Definitions

Conditions and circumstances which shall constitute a breach of contract by the Contractor shall include but not be limited to the following:

a. Failure of the Contractor to operate the ambulance service system in compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations, including any failure to maintain necessary licenses. Minor infractions of such requirements shall not constitute a breach of this agreement.

b. Willful falsification of information supplied by the Contractor during the RFP process.

c. Willful falsification of data supplied to the County during the course of operations, including but not limited to: dispatch data, patient report data, response time data, financial data; or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required under this agreement.

d. Failure to comply with the system status plan for ambulance coverage during the first three months of operations under this agreement.

e. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame duck" period.

f. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

g. Multiple unremidiated failures to maintain equipment in accordance with good maintenance practices.

h. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle.

i. Failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.

j. Failure to furnish key personnel of quality and experience as bid.

k. Failure to comply with approved rate setting, billing and collection procedures.

l. Failure to comply with "most favored customer" provisions of this contract.

m. Marketing or invoicing of services under a trade name, or the routing of income, so as to avoid the performance security provisions of this agreement.

n. Failure of Contractor to cooperate with and assist the County after a material breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.

o. Abuse of the performance security provisions of this agreement to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County

by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of items by the same amount, or by any other business practice which would have a similar effect.

p. Failure to comply with response time requirements in any zone for two consecutive months, or three months in a twelve month period, shall be considered minor breach of contract. Failure to comply with response time requirements for three consecutive months, or four months in a calendar year, shall be considered material breach of contract.

q. Failure to maintain in force throughout the term of the agreement, including any extensions thereof, the insurance coverage required herein.

r. Failure to comply with the terms of the performance security provisions of this agreement.

s. The filing of any voluntary petition of bankruptcy, reorganization, receivership or liquidation, or of any involuntary petition of bankruptcy which is undismissed sixty days after its filing; or an adjudication of bankruptcy or insolvency; or being placed in receivership by any state or federal agency for purposes of rehabilitation.

t. Any other willful act or omission of the Contractor which endangers the public's health or safety.

2. Notice to Contractor

In the event that any one or more of the conditions or circumstances set forth above should occur, the County EMS Administrator may notify Contractor in writing that the

Contractor is in breach of this agreement, and said notice shall specify the nature of the breach. Said notice will also specify a period of time, which shall be reasonable under the circumstances, for the Contractor to take appropriate remedial action to correct the breach.

3. County EMS Administration Hearing

a. Contractor may request a hearing to contest the notice of breach referred to in paragraph 2 above. Said request shall be in writing and submitted to the EMS Administrator within 10 days of the date of the notice of breach. The County EMS Administrator or a hearing officer appointed by the EMS Administrator shall preside over the hearing and make a determination on behalf of the Department. Written notice of the time and place set for hearing shall be given to the Contractor within 10 days of Contractor's request for hearing. At the hearing, Contractor may present evidence and testimony, including any exculpatory and mitigating evidence the Contractor may wish to present. The EMS Administrator shall determine whether a material breach has occurred, and, if so, whether the public health or safety would be endangered by allowing Contractor to continue its operations under such circumstances. If the EMS Administrator finds that a material breach has occurred and that public health or safety would be endangered by allowing Contractor to continue its operations, he may immediately terminate this Agreement and implement an emergency takeover of Contractor's operations, or, in the alternative, implement a takeover and/or termination upon a schedule he shall determine to

be appropriate.

b. If the EMS Administrator finds that only a minor breach has occurred, or that a material breach has occurred but that public health and safety would not be endangered by allowing Contractor to continue its operations, then the EMS Administrator may take such other actions, including but not limited to imposing remedial actions upon Contractor, as he deems appropriate under the circumstances. The EMS Administrator or delegate shall issue his Determination in writing, specifying his findings and conditions.

c. Contractor may appeal the action of the EMS Administrator to the County Board of Commissioners upon submittal of a five (5) day notice from the date of the EMS Administrator's determination.

4. Expedited Hearing Process

If in the judgment of the EMS Medical Director or County Health Officer it appears a condition or circumstance of material breach exists or has occurred and that such condition or circumstance presents immediate danger to the public health or safety, then the County Health Officer, after giving notice to the Contractor as in paragraph 2 above, may take the matter directly and immediately to the Board of County Commissioners, or its designee, for their determination.

5. Takeover Cooperation

a. Contractor shall cooperate completely and immediately with the County EMS Administration and other County departments to effect any immediate takeover by County of Contractor's

operations. Such takeover shall be effected immediately or within not more than 72 hours, after a finding of material breach as determined by the EMS Administrator, or if appealed, the Board of County Commissioners. The County shall attempt to keep whole the existing staff and operations until such time as a new request for proposal can be issued and a new contractor secured.

b. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the public health, safety and welfare. Contractor agrees that it shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, or to equipment to be made available by Contractor under the performance security provisions of this agreement.

c. Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of material breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a material breach of this Agreement, even if it was later determined that the original declaration of material breach was made in error.

F. PERFORMANCE SECURITY PROVISIONS

1. Absence of Liens

Contractor warrants that the ambulances in service for this agreement and ambulances which may from time to time be added to the system status plan, together with the equipment and supplies regularly contained therein, are now and shall remain free and clear of all liens, encumbrances, claims, or interests of any nature, except those in favor of the County.

2. Performance Bond

On or before the effective date of this Agreement, Contractor shall provide County, and shall continuously keep in force, performance security in the amount of $2,500,000 in one of the following forms:

a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon determination by the County that contractor's performance is dangerous to public health or safety, and recognize and accept that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County;

b. An irrevocable letter of credit in a form acceptable to the County and from a bank or financial institution acceptable to the County;

c. A cash deposit in a bank acceptable to the County listing the County as sole and irrevocable beneficiary, with interest to remain the property of the Contractor but to remain

on deposit with the account; or

d. A combination of the above.

e. The performance security is intended to provide operating capital and a fund for the recovery of actual damages by the County in the event of County takeover of the system. Such funds shall constitute a no-interest loan to County for a period of one year from the delivery of the funds, and shall then be repaid by County to Contractor, less the amount of the County's net expenses and other damages suffered as a result of the takeover.

3. Replacement Security

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to County of the bonding company's intention to cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided.

4. Inflation Adjustment

The County may at its option require that the amount of the performance bond or other security be adjusted based on inflation adjustments, increased call volume, or rate adjustments allowed to Contractor. The County will allow a commensurate rate adjustment in the event of a change in the bond amount.

5. Conditional Lease Agreement

On or before the effective date of this Agreement, the parties shall execute, and shall continuously keep in force, the Lease Agreement attached hereto as "Attachment C".

G. MISCELLANEOUS PROVISIONS

1. Most-Favored Customer

a. Except as otherwise provided herein, all factors of production employed by the contractor in the performance of this Agreement shall be considered primarily devoted to the work of this Agreement. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work except where prohibited by law.

b. Contractor is not prohibited from doing outside work which is unrelated to basic life support, advanced life support, or medical transportation, so long as such work does not detract from Contractor's primary emergency services responsibilities under this Agreement.

c. Contractor is not prohibited from doing outside work which is related to basic life support, advanced life support, or medical transportation (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, gurney car and wheelchair transportation, special events coverage, Veterans' Administration contract work, etc.), provided Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary

emergency service responsibilities. The County EMS Administrator shall review the Contractor's plans for providing such services. Contractor shall obtain the County's written permission if factors of production are affected by the outside work.

2. Contract Commitments

Contractor shall not enter into service contracts as part of providing emergency services under this Agreement which extend beyond the date of the termination of this Agreement, except as may be specifically approved in writing by the County EMS Administrator.

3. Advertising, Public Education and Marketing

a. The County shall have right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this Agreement, including the exterior of Contractor's ambulance vehicles.

b. County understands that Contractor is a business organization, and that as such, the Contractor has a legitimate interest in improving and promoting its own image as a competent contract provider of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

4. Non-Transferable Contract

This contract shall not be assigned or transferred, nor

may the duties hereunder be delegated, without the express written permission of the County. Similarly, any significant change in ownership of Contractor shall be considered a form of assignment of this contract, and must be approved by the County.

5. Restriction of Services to Chronic Abusers

a. In order to provide adequate availability of ambulance service to the general public, Contractor may, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse, and if the County agrees that a named individual is a chronic abuser, Contractor may refuse to render services unless the individual can present evidence that service is medically necessary to protect that individual's health.

b. Contractor understands that dry runs, cancels, chronic abusers, and courtesy standby service for law enforcement agencies and fire departments exist in the ambulance service industry. Contractor should utilize its own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as part of the "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities except as defined herein.

c. Except as is provided for in this subsection or in County code, Contractor shall never engage in telephone call screening of emergency calls, or emergency transport refusals.

6. Audits and Inspections

a. At any time during normal business, and as often as may reasonably be deemed necessary, County's appropriate representatives may observe Contractor's operations, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this contract. Contractor shall make available for the County's examination all of Contractor's records with respect to all matters covered by this contract, and provide copies to the County of such records as requested by the County and as provided herein. The County EMS Administrator or representatives may, at any time, and without notification, directly observe Contractor's operation, maintenance facility, and ambulance post location, and a County representative may ride as "third person" on any of the Contractor's ambulance units at any time, provided, however, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all time be respectful of Contractor's employer/employee relationships.

b. The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the Contractor in advance of any such visit.

c. This right to directly observe Contractor's field

operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times. County may be required to sign a waiver of liability to ride on Contractor's vehicles.

H. END-TERM PROVISIONS

1. In the event that Contractor is not the winner of County's next ambulance provider selection process, or if this contract is otherwise terminated, Contractor shall:

a. Continue to provide services during any "lame duck" period,

b. Assist both County and its new Contractor in effecting a safe and orderly transition,

c. Cease doing business under the franchise after the end of any lame duck period and assert no claim of right to business conducted thereafter under the franchise, nor asset any claim of compensation owed relative to the loss of such business.

2. During any lame duck period, the Contractor shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the subsequent bid to a competing bidder, And Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at cutting Contractor's operating costs to maximize profits during the final stages of the contract.

3. However, the County recognizes that, if a competing

bidder is awarded the contract in a subsequent bid cycle, Contractor may reasonably begin to prepare for transition of service to the new contractor during the lame duck period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, (within six months), including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during the lame duck period.

4. By accepting this agreement, including the competitive award of certain market rights, Contractor acknowledges and accepts periodic ambulance provider selection processes, as structured under this or subsequent contracting procurement process, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights in the ambulance service industry.

5. Contractor shall not penalize or bring personal hardship to bear on any of its employees who may apply for work with a competing bidder in future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedical personnel, and control center personnel serving in the ambulance service system shall have reasonable expectation of long-term employment in this system, even though contractors may change from time to time over the years. Contractor hereby

expresses its understanding, acceptance, and endorsement of this provision.

IV. STANDARD PROVISIONS

A. TERM OF AGREEMENT AND RENEWAL PROVISIONS

1. Unless initiated earlier by mutual agreement, this Agreement shall commence on August 14, 1995 at 8:00 AM. This Agreement shall terminate on August 14, 2000 at 8:00 AM, unless extended as provided for herein.

2. Any decision regarding the extension of this agreement shall be made at least twelve months prior to the scheduled termination date, so that if no extension is approved, a new bid process can be conducted on a schedule that will identify the new Contractor at least six months prior to that scheduled termination date. The purpose of this requirement is to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the County and its new Contractor to review Yellow Page and other advertising, and to allow time for negotiation of new service contracts, mutual aid agreements, and other contracts previously services by the outgoing Contractor.

3. This Agreement may be extended by one three (3) year period and one subsequent two (2) year period.

B. INSURANCE REQUIRED

1. At all times during the term of the contract, and throughout any extension periods, the Contractor shall maintain the minimum required insurance coverage. All such insurance shall

be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

2. With respect to performance of work under this Agreement, Contractor shall maintain insurance as described below:

a. Worker's Compensation

Worker's Compensation insurance with statutory limits as required by the State of Oregon. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Multnomah County, EMS Administration."

b. Commercial/General Liability

Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $2,000,000 for combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy, and excess liability policy, shall either be endorsed with the following specific language or contain equivalent language in the policy:

"Multnomah County, its officers and employees, and the local medical control medical director are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another

insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County."

"This policy shall not be canceled or materially changed without fist giving 30 days prior written notice to Multnomah County EMS Administration."

c. Automobile Coverage

Automobile liability insurance covering bodily injury and property damage in an amount no less than $3,000,000 combined single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County EMS Administration."

d. Medical Malpractice (Professional Liability)

(1) Professional liability insurance for all activities of the Contractor arising out of or in connection with this Agreement in an amount no less than $1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially change without first giving 30 days prior written notice to Multnomah

County."

(2) In the even Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

e. Documentation

The following documentation shall be submitted to Multnomah County as requested by the County:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within 30 days of execution of the Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

(4) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement or, in the absence of available insurance, demonstrates to the satisfaction of County, comparable financial resources to manage insured activity, the same shall be deemed a material breach of contract which is dangerous to public health and safety. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach.

Alternatively, County may purchase such required insurance coverage, and with 30 days notice to Contractor, County may deduct from sums otherwise due to Contractor, or obtain recovery of, from a performance bond or otherwise, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

C. CONSIDERATION TO CONTRACTOR

1. In consideration of the services, equipment, and materials furnished under this Agreement, Contractor shall receive the following as full compensation:

a. Market rights as specified herein.

b. Use of communications infrastructure.

c. Income from fee for service billing (less penalties, liquidated damages, and other costs) as specified.

2. In consideration of the services, equipment, materials, and supplies to be furnished by Contractor, the County Board of Commissioners hereby designates Contractor as the exclusive provider of emergency ground ambulance service within the geographical areas defined by this Agreement. Contractor and County agree that said designation shall begin on August 14, 1995 at 8:00 AM and shall continue throughout the term of this Agreement, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for Contractor compensation incorporated herein, County has fulfilled any and all obligations it may have presently or at any time during the term of this Agreement to compensate, reimburse, or otherwise pay Contractor for services

provided to medically-indigent patients.

3. This Agreement is a "master-term agreement of requirements." County is acting, in effect, as a group purchasing agent for the residents of the contract service area. Pursuant to the "master-term agreement," residents (and visitors) are allowed to request services individually, with each such request being a separate "purchase order," and with individual customers each being responsible for payment relative to services received.

D. RIGHTS AND REMEDIES NOT WAIVED

The Contractor agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Agreement; and that the acceptance of work herein and the compensation allowed shall not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement.

E. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE; NOTICES

1. This Agreement constitutes the entire agreement between County and Contractor with respect to the subject matter hereof and supersedes any and all previous negotiation, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless specifically included or incorporated herein.

2. Any amendments or changes to this Agreement, whether requested by Contractor or County may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. The Agreement shall not

be modified or amended, nor any rights of the Parties to it waived, except by such a writing.

3. The rights and obligations of the parties and all interpretations in performance of this Agreement shall be governed in all respects by the laws of the State of Oregon.

4. Notices and other communications required hereunder shall be transmitted in writing by certified U.S. Mail, postage prepaid, Return Receipt Requested, addressed to:

To Contractor:
D. Trace Skeen, CEO
AMR Northwest
1240 SE 12th Ave.
Portland, OR 97215

To County:
William Collins, EMS Administrator
426 SW Stark, 9th Floor
Portland, OR 97204

5. Except as otherwise provided, any notice given pursuant to this Agreement shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service Return Receipt card, whichever is later.

F. FORCE MAJEURE

1. If any party hereto is rendered unable, wholly or in

part, by Force Majeure to carry out its obligations under this Agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

2. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the Agreement.

3. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the Agreement.

4. "Force Majeure" is defined as an act of God, act of public enemy, war, and other causes not reasonably within the control of any parties hereto.

G. INDEPENDENT CONTRACTOR

In performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of County. Contractor shall be solely responsible for and save County harmless from all matters relating to the payments of its employees, including compliance with Social Security, withholding, worker's compensation, and all other regulations governing such matters.

H. INVALIDITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

I. HOLD HARMLESS

Contractor shall indemnify, hold harmless and defend County, and its agents, officers and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property resulting from the Contractor's operations under this Agreement, or caused by the errors, omissions, fault or negligence of the Contractor or its employees or subcontractors.

J. PREVENTION OF IMPLEMENTATION

The parties agree that in the event County or Contractor, or both, are delayed or prevented due to legal action, from implementing this agreement on August 14, 1995, the terms and conditions of the Agreement may be modified as mutually

agreed upon by the parties.

K. NONDISCRIMINATION

Under the Civil Rights Act of 1964, and other provisions of law, no person shall, on the ground of race, color, national origin, sex, religion, age or disability be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any program or activity receiving federal financial assistance. This Agreement is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL88-352) and Department of the Treasury regulations with respect thereto, including regulations under 31 CFR, Subtitle B, Part 51, Subpart E, which the Contractor agrees to comply with in the performance of its obligations under this Agreement.

L. NONTRANSFERABLE AGREEMENT

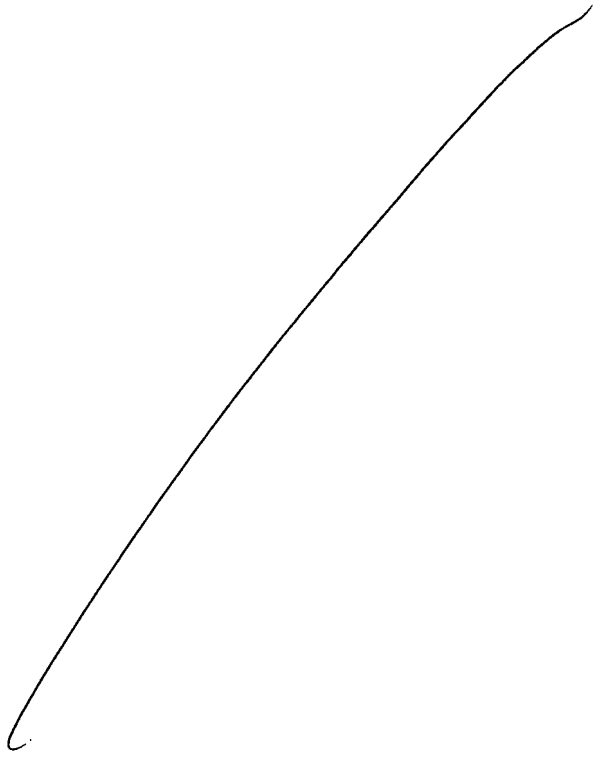
This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission of the County. Any substantial change in ownership of Contractor shall be considered a form of assignment of this Agreement, and must be approved by the County, provided, however, that the County shall not unreasonably withhold its approval of such change in ownership. Any assignment, transfer, or delegation in violation of this provision shall be void and of no force or effect.

M. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

N. COOPERATION

Contractor's obligations of cooperation with the County EMS Administration and other county departments hereunder shall survive termination of this Agreement and shall remain in force an effect until fulfilled.



O. PUBLIC CONTRACTING LAW

The provisions of Oregon public contracting law, ORS 279.310 through 279.320 are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below written.

MULTNOMAH COUNTY
BOARD OF COUNTY COMMISSIONERS

Beverly Stein
Multnomah County Chair

Date: _____

CONTRACTOR

D. Trace Skeen

Date: July 5, 1995

REVIEWED:

Jacqueline Weber
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # _____ DATE _____

BOARD CLERK

ATTACHMENT A

CITY OF
PORTLAND, OREGON
BUREAU OF EMERGENCY COMMUNICATIONS

Earl Blumenauer, Commissioner
Sherrill L. Whittemore, Director
9911 SE Bush Street
Portland, Oregon 97266-2505
(503) 823-0911
Fax: (503) 823-4630

July 5, 1995

To: Bill Collins, Multnomah County EMS
Keith Flewelling, AMR
Dan Campbell, PRC
Sherrill Whittemore, BOEC

From: Steve Baker, BOEC

Subject: **EMS Planning**

I have summarized all agreements between AMR and BOEC regarding the utilization of a System Status Plan Coordinator and interface of information.

System Status Plan Coordinator (SSPC)

1. Responsible for managing the System Status Plan
2. AMR Employees
3. Works from a mutually agreeable SOP[1]
4. Located at a mutually agreeable position at BOEC
5. 4-6 personnel will be hired to achieve 24 hour coverage
6. A BOEC representative will sit on the hiring review panel
7. AMR and BOEC will establish a job description
8. Interacts with BOEC Fire/EMS Supervisor
9. AMR will work with Paul Stein and Jim Churchill to arrive at SSPC costs

[1] Standard Operating Procedure

EMS System Status Plan Module

1. Is being purchased from PRC by BOEC

2. Approximate installation date: August 1995

3. The SSPC will use this software to manage the system status plan

Data Interface From BOEC To AMR

1. AMR will document their information requirements and deliver them to Jim Churchill at BOEC by Wednesday, June 28th.

2. Interface is one-way (BOEC to AMR)

3. Real time transfer of data is not an issue (as soon as feasible is acceptable)

4. AMR is responsible for scheduling and paying for the data line between AMR and BOEC.

5. PRC will insure that the interface remains compatible with any software changes made to BOEC system.

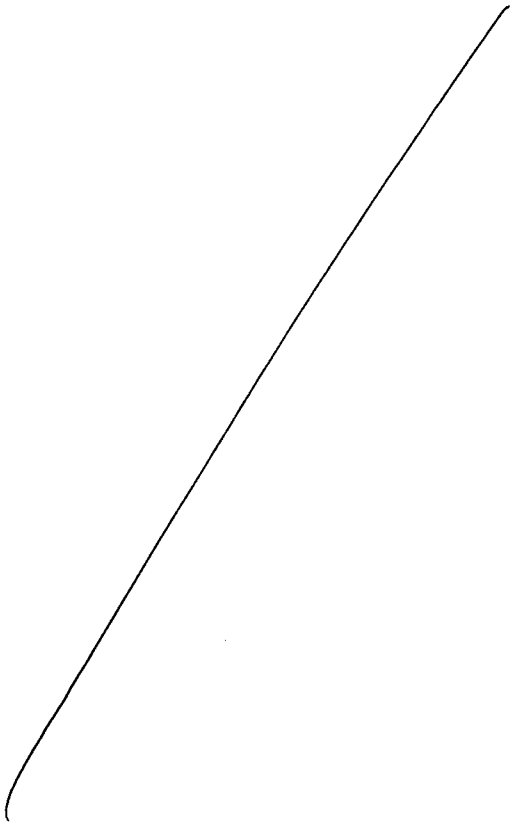
6. AMR will insure that the interface remains compatible with any software changes made at AMR.

cc Jerry Andrews, Multnomah County EMS
Jim Churchill, BOEC

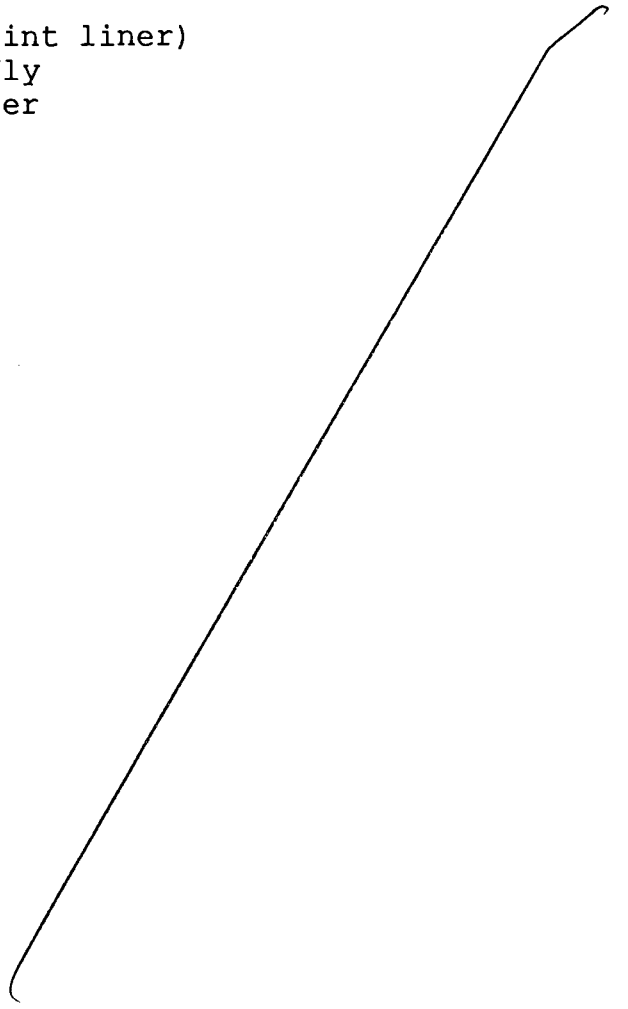
ATTACHMENT B

DISPOSABLE MEDICAL SUPPLIES

Airways, Nasopharyngeal
Oropharyngeal
Cannula, Nasal
Catheter, Suction
Holder, E.Tube
Mask, O2, Non-Reb
Mask, pocket
Mask, Resusc
Resuscitator, Bag Valve
Stylet
Suction unit, V-Vac
Syringe, 70cc Toume Tip
Tip, Yankower suction
Tube, Endotracheal, all
Tube, Nasogastric
Tube, O2 Supply
Tube, Suction Connecting
Valve, Heimlich
Bandages
Dressings
Tape, Transpore
Tape, Durapore
I.V. Catheters
I.V. Drip Sets
I.V. Needles
I.V. Tubing
Pads, Prep
Syringes
Needles
Tourniquets
Tube, Red top
Linen, disposible
Electrodes, Fast Patch
Gel, Conductive
Bag, Biohazard
Basin Emesis
Blade, Toung
Block, Foam Immobilization
Collar, Cervical
Container, Infectious waste
Cuffs, Flex
Electrodes, Blood Glucose
Eye Shield



Gloves, Exam
Inhalant, Ammonia
Obstetrical Kit
Lancet, Blood Glucose
Lubricant, KY Jelly
Mask, Dust
Ice Pack
Scalpel
Face Shield
Splint, Cardboard
Bandaids
Charcoal, Activated
Ipecac Syrup
Epinephrine, 1:1,000 Tubex
Thermometer
Paper Sleeves
Cotten roll (splint liner)
Needles, Butterfly
Plug, Male Adapter
Tube, Drain



ATTACHMENT C

Equipment Lease Agreement

WHEREAS, the parties hereto have entered into an Agreement for exclusive emergency ambulance services dated _____ wherein, MULTNOMAH COUNTY is referenced as "COUNTY" and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. is referenced as "CONTRACTOR";

AND, WHEREAS, COUNTY and CONTRACTOR wish to define and clarify a Lease Agreement for the essential equipment to be used by CONTRACTOR in the performance of the Agreement, the parties agree to the terms of this conditional lease of equipment in which the CONTRACTOR is hereinafter referenced LESSOR and the COUNTY is hereinafter referenced the LESSEE;

The parties agree as follows:

The individual equipment items or group of items are identified on schedules attached hereto and as Exhibit A and incorporated by this reference herein. Said schedule of items include the agreed upon amortization schedule of each equipment item over the period of the safe useful life of equipment of that type. It is intended and agreed by the parties that equipment items may be added to and retired from this leasing program throughout the term of the contract between the parties, provided further, that the amortization schedule of each equipment item retired from or added to said schedules will be amended as retired or added.

Additions of equipment throughout the term of the lease shall be subject to approval by the LESSEE, provided that the LESSEE shall not withhold its approval of such request so long as the pricing, financing, and amortization terms are consistent with the provisions set forth herein and consistent with the equipment replacement policy attached hereto as Exhibit B heretofore approved by the LESSEE COUNTY.

In selecting and arranging for acquisition of equipment for inclusion on said schedule, neither LESSOR, nor any owner, officer, employee or affiliate of LESSOR shall directly or indirectly receive

any discounts, commissions or other consideration from the supplier or manufacturer except as the full value as such consideration is incorporated as a reduction in the effective purchase price and amortized cost of said equipment.

The LESSEE's obligation to make lease payments shall be limited and conditioned as follows:

A) So long as LESSOR is not in default of its obligations as the CONTRACTOR under terms of the contract between CONTRACTOR and MULTNOMAH COUNTY, there will be no payments due under this lease.

B) The LESSEE's obligation hereunder shall automatically expire upon the expiration of the referenced contract between the CONTRACTOR and COUNTY and all right, title and interest in and to the leased equipment shall revert to the LESSOR, CONTRACTOR.

C) In the event, however, of a declared default and takeover of services by the COUNTY in accordance with the terms of the contract between the COUNTY and the CONTRACTOR, then the COUNTY, LESSEE, herein may at its option elect to assume immediate access to and use of all leased equipment.

Further, in the event of a declared default, the LESSEE may at its option:

1) Assume responsibility for payments to LESSOR on a monthly basis, an amount equal to the sum total of the lease amounts identified for all equipment on the attached schedules (Exhibit A) as approved and amended; or

2) Purchase said leased equipment without prepayment penalties for an amount equal to the purchased equipment's then current "stipulated value" as defined in Section VI D of the Request for Proposal.

3) Terminate without penalty its remaining obligations as LESSEE thereby relinquishing all rights to the subject equipment.

The term of this lease is intended to coincide with the term of the contract between the LESSOR, Buck Medical Services, Inc., dba AMR Northwest, Inc., as the CONTRACTOR and LESSEE, MULTNOMAH COUNTY as the COUNTY. This lease will terminate upon the expiration of the contract unless otherwise extended as provided in said contract. During the term of this lease agreement, it is agreed and understood between the parties hereto that the LESSOR CONTRACTOR will maintain possession of all of the essential equipment subject of the lease for purposes of use of said equipment by LESSOR CONTRACTOR in the performance of the terms of the contract.

LESSOR shall bear all risk of loss to the property and only prior to lease shall secure property damage insurance against all risks from every cause whatsoever and public liability and property damage insurance covering the equipment, LESSOR shall be responsible for payment of all deductible cost.

In the event the property is accidentally destroyed or substantially damaged so as to render said equipment unusable, LESSOR shall replace the property using whatever insurance proceeds may be available and absorb all costs to replace equipment accidentally destroyed or substantially damaged during the remaining period of the amortized useful life of said item or items of equipment.

C) LESSOR at is own cost and expense shall keep all leased property in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefore.

During the course of this lease and prior to any declared default, LESSOR shall at LESSOR'S expense comply with all laws, regulations and orders relating to the leased property or to this lease and shall pay all license fees, assessments and sales, use, property excise and other taxes or penalties, and interest now and hereafter imposed by any governmental body or agency upon any property leased herein or the use hereof and assumes the risk of liability arising from or pertaining to the possession, operation or use of such leased property. LESSOR covenants to indemnify LESSEE and hold harmless and defend LESSEE against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of such leased property.

In the event of a declared default and takeover of services by the COUNTY in accordance with the general provisions of the EMS Contract between COUNTY, and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. the LESSOR herein and CONTRACTOR by the terms of that EMS Contract referenced above and further, if the LESSEE shall exercise its option of a system takeover and its right to instant and unimpaired use of the essential equipment used by the CONTRACTOR in the performance of the contract and further, if the COUNTY (LESSEE herein) elects to assume responsibility for the remaining payment obligations under this lease, then all requirements of the LESSOR herein for the responsibility and payment for insurance, maintenance of equipment and payment of all license fees, assessments, taxes Imposed, and other costs and LESSOR's assumption of risk of liability arising from or pertaining to the possession, operation or use of the leased equipment shall cease and terminate and the LESSEE herein shall with its assumption of the possession of the leased equipment secure and pay for insurance against all risks from every cause whatsoever in the amount of the replacement costs of the equipment and public liability and property damage insurance covering the equipment in a sufficient amount from an insurance company naming AMR Northwest as additionally insured. Said policies shall be in the joint names of LESSOR and LESSEE. Such proceeds shall be the sole property of LESSOR and shall be used for the repair or replacement of equipment or toward payment of LESSEE's obligation under this lease, at the sole option of LESSOR. LESSEE then assumes the risk of liability arising from or pertaining to the possession, operation or use of the leased property and covenants to indemnify LESSOR and hold LESSOR harmless, and defend LESSOR against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of the leased property; LESSEE further agrees at its costs and expense to keep all leased property in good repair, condition and working order and to furnish all parts, mechanisms, devices and servicing required therefore; and to at LESSEE's expense comply with all laws, regulations and orders relating to the leased property or to this lease and to pay all license fees, assessments and sales use, property excise and other taxes or penalties and interest imposed after the time of such declared default and system takeover by LESSEE.

The financial obligations of LESSEE to LESSOR for the lease of the equipment subject of this agreement shall be secured solely by the leased equipment.

Upon expiration of the initial lease term or any subsequent renewal term, if there has been a declared default and a system takeover and further if LESSEE has exercised its option to assume responsibility for the remaining payment obligations under the terms of this lease, then LESSEE agrees to immediately return leased property in as good condition as received less normal wear, tear and depreciation to such place as then specified by LESSOR.

Should any legal proceedings be instituted by LESSOR to recover any moneys due and to become due herein and/or for possession of the equipment, LESSEE shall be liable for and pay for all reasonable attorney's fees and costs incurred.

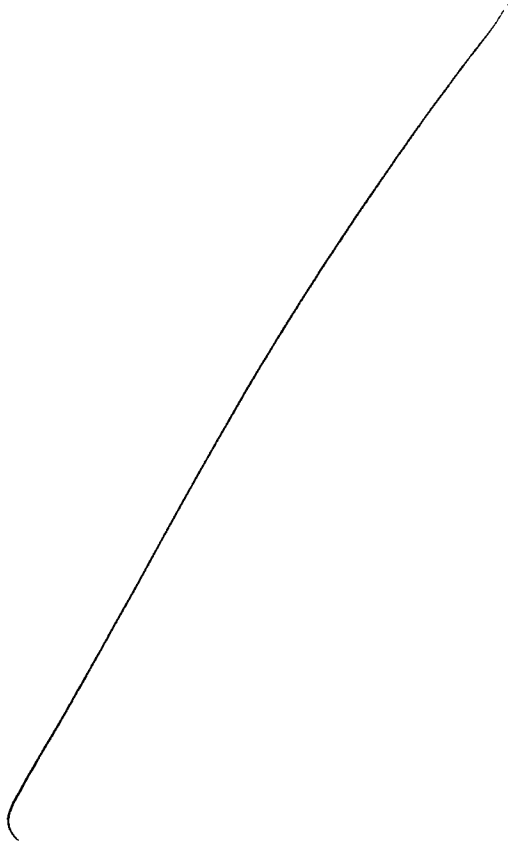
LESSEE understands and agrees that title to the equipment does not pass from LESSOR to LESSEE during the term of this lease agreement. The terms of this agreement are to ensure the COUNTY LESSEE's uncontested right to instant and unimpaired use of essential equipment as defined in the Contract, in the event CONTRACTOR LESSEE is declared in major default during the terms of the Contract.

In all other respects, all rights and duties accruing to the LESSOR and LESSEE by the terms of this agreement terminate effective as of the last day of the Contract between the parties.

EXHIBIT B

EQUIPMENT REPLACEMENT POLICY

EQUIPMENT	REPLACEMENT SCHEDULE
Ambulances	3 years and 180,000 miles
Communications Equipment	5 years
Medical Equipment	5 years
Monitor/Defibrillator	7 years



July, 1995

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT made and entered into this twentieth (20) day of July, 1995, by and between Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Buck Medical Services, dba American Medical Response, Northwest, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, Oregon law requires counties to develop a plan relating to the need for and coordination of ambulance services and to establish ambulance service areas (ASAs).

WHEREAS, Multnomah County adopted an ambulance service plan which was approved by the State Health Division on June 22, 1994.

WHEREAS, said ambulance service plan and Multnomah County Ordinance No. 789 established ambulance service areas (ASAs) for the County and established a process for soliciting proposals from ambulance service providers, issuing an exclusive franchise, regulating rates for ambulance services, and regulating the quality of ambulance services.

WHEREAS, Multnomah County solicited proposals to serve its ASA, described in the ambulance service plan as the "Multnomah ASA", and received proposals which were reviewed by a Proposal Review Committee, with recommendations being forwarded by it to the County Health Officer, and then forwarded to the Board of Commissioners.

WHEREAS, the Board of County Commissioners has authorized a

contract be entered into with Contractor.

WHEREAS, Contractor is willing to provide said services according to the terms and conditions herein stated.

WHEREAS, it is in the public interest for the County to enter into this contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR.

A. SERVICES PROVIDED.

Contractor shall furnish to County, to first-responder agencies, and to patients requiring ambulance and emergency medical services, the services, equipment and materials as hereinafter set forth within the geographical areas herein defined.

B. GOVERNING LAW

1. Contractor acknowledges that the State of Oregon and Multnomah County have the authority to develop overall plans, policies, and medical standards and protocols to assure that effective levels of ambulance and emergency life support care are maintained within the County. Contractor further acknowledges that Contractor and its employees and subcontractors are subject to said plans, policies, standards, and protocols.

2. Contractor agrees to comply with the "governing law" and the proposal dated April 17, 1995 (hereinafter "proposal") which was submitted by Contractor in response to the Multnomah County Request for Proposal dated January 6, 1995 (hereinafter "RFP").

3. References to the "governing law" herein shall be

understood as references to the following: Oregon Revised Statutes (particularly ORS Chapter 823), Oregon Administrative Rules (particularly Health Division Rules found in the OAR chapter 333), the Multnomah County Ambulance Service Plan, Multnomah County Code 6.33, the RFP, other County ordinances, local rules and local medical control procedures and protocols.

4. Contractor agrees to meet the requirements set forth by the governing law, the commitments made in its proposal, and any other applicable statute, ordinance, resolution, or regulation with respect to the services, vehicles, equipment, and supplies which are the subject of this Agreement. In the event of a conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement, as defined by County, shall be met. In the event of a conflict between the terms of this Agreement and any resolution or regulation of County, the terms of this Agreement shall prevail.

5. Contractor may identify certain information submitted to County in compliance with this agreement as "trade secrets". County shall protect this information to the extent permitted by the public records law, ORS 192.410 to 192.505. Should County receive a public records request for this information, County will notify Contractor within two working days and Contractor shall respond to County concerning the request within five working days.

6. County agrees to exempt from disclosure, to the extent permitted under the public records law, personnel records

and other confidential information submitted by Contractor under this agreement. Information asserted by Contractor to be confidential must be so identified. Notices shall be given and responded to as in paragraph five above.

C. RESPONSIBILITIES OF CONTRACTOR.

The Contractor shall:

1. Provide all services, materials, training, and other commitments as described in Contractor's proposal,

2. Participate in and meet all requirements of the Quality Improvement program, as specified in the proposal, and under the supervision of the County Medical Director,

3. Maintain good working relationships with all first responders as measured by surveys of first responder agencies.

4. Maintain good working relationships with area law enforcement agencies, and PSAP agency,

5. Ensure courteous and professional conduct of office personnel, control center personnel, and field personnel at all times,

6. Maintain neat, clean, and professional appearance of personnel, equipment and facilities, and

7. Comply with all applicable Federal, State, and local laws and regulations related to ambulance services.

D. CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL.

The conditions stated in the RFP and the Contractor's Proposal are considered part of this agreement; including meeting all minimum standards and proposed additional commitments and capabilities with the exception of the following portions of the

Contractor's proposal:

1. Section 2, Response Time Commitment, c. Additional Commitment, p53-56.

2. Section 6, Commitment to First Response Program c. Additional Commitment, Equipment provided, p119, and Supply Replacement, p120.

3. Section 9, Patient Charge System, c. Additional Commitment, Proposal for Rate Reduction, Multnomah County, 1. First Response Integration Program, p145.

E. CONTRACT SERVICE AREA.

The contract service area (hereinafter "service area") consists of the Multnomah County Ambulance Service Area (ASA), as described in the RFP, and incorporated herein by reference, provided however that border areas may from time to time be added or deleted by intergovernmental agreement between Multnomah County and adjacent jurisdictions.

F. CHANGES IN CIRCUMSTANCES.

County recognizes that changes in health care legislation, anti-trust litigation, or other similar uncontrollable circumstances could preclude Contractor or County from caring out their obligations under this agreement. In such an event, the parties shall utilize their best efforts to negotiate amendments providing for alternatives for performance of this agreement.

II. PERFORMANCE REQUIREMENTS.

A. COVERAGE REQUIREMENTS.

1. General Requirements.

Contractor shall provide 100 percent, 24 hour per day, coverage for all Code-3 requests for ambulance service within the service area. Contractor shall provide Advanced Life Support ("ALS") ambulance response to all Code-3 requests for ambulance service within the contract service area, except as otherwise provided herein.

2. Response Time Definition.

Response times under this Agreement are measured from the time that Contractor is notified of the call, the nature of the call (if known), and the call priority by EMS dispatch (hereinafter "BOEC") until the time Contractor's ambulance arrives at the scene and notifies BOEC. Notified means a radio transmission, either voice or via MDT, acknowledged by the intended recipient of the transmission.

3. Code-3 Response Time Standards.

Contractor shall adhere to the following response time standards:

a. Each month, within the Urban area, Contractor shall respond to all Code-3 calls within 8 minutes or less, a minimum of a 90 percent of the time.

b. For each 100 consecutive calls within the Rural areas Contractor shall respond to all Code-3 calls within 20 minutes or less, a minimum of 90 percent of the time.

c. Each month, within Frontier areas, Contractor shall respond to all Code-3 in a "best effort" manner. Immediate dispatch of ambulance is required.

4. Code-2 Response Time Standards

In the event the County adopts a Code-2 priority dispatch system, the following response time will apply to Code-2 calls.

a. Each month, within the Urban area on Code-2 calls, Contractor shall respond 15 minutes or less, 90 percent of the time.

b. For each 100 consecutive calls within the Rural area on Code-2 calls, Contractor shall respond 40 minutes or less, 90 percent of the time.

c. Each month, within the Frontier area on Code-2 calls, Contractor shall respond in a "best effort" manner. Immediate dispatch of ambulance is required.

5. Code-1 Ambulance Requests

Contractor shall respond immediately to all Code-1 dispatches from BOEC. These calls are at the request of fire or police. Triaged non-emergency ambulance requests are referred to non-emergency ambulance providers. Contractor may be responded to such a request with non-emergency units. The Contractor shall furnish sufficient production capacity, sufficient on-call crew capacity and shall manage its available resources so as to provide Code-1 ambulance services without interfering with Code-2 or Code-3 response times.

B. STAFFING REQUIREMENTS.

1. Each ambulance utilized for the provision of contracted services shall be staffed with a minimum of two Oregon certified EMT-Paramedics, and be equipped as an ALS unit except as otherwise provided herein.

2. Each of the Contractor's ambulance drivers shall successfully complete an Emergency Vehicle Operators Course (sixteen (16) hour minimum) which is approved by the County EMS Administration. This requirement shall be in effect for all drivers one (1) year from the starting date of this Agreement. Such training shall be repeated with a minimum of eight (8) hours per driver every two years.

C. SYSTEM STATUS MANAGEMENT PLAN.

1. The Contractor shall submit for approval to the County EMS Administrator an initial coverage system status management plan for the entire contract service area. This plan, once approved, shall be utilized by the Contractor and BOEC for the first three months of the contract period. The Contractor shall be required to adhere to that plan as a minimum level of effort during the first three months of the contract. The Contractor will still be held to minimum performance standards during this initial coverage period. As requested in the Contractor's proposal, penalties for violations of this agreement will be waived for ninety (90) days from the date of this agreement or until the BOEC/AMR CAD interface is completed and reliable, as determined by both parties, whichever comes first. It is recognized that the EMS software in use at BOEC must be modified. The EMS Administrator may extend this waiver if the modification is delayed past the ninety day period.

2. A System Status Management Plan shall be developed and used by Contractor subject to approval by the County EMS Administrator on no less than an annual basis and as changes are

made. The maximum unit-hour utilization in the urban area shall not exceed 0.40 without County approval. Utilization is defined as the ratio of transports to unit-hour scheduled in the System Status Plan, measured on a monthly basis, for each unit. Higher proposed unit-hour utilization ratios must be approved by the County prior to implementation.

D. EQUALIZED RESPONSE TIME PERFORMANCE

Contractor will design its System Status Management Plan to provide equalized response time performance throughout the service area. This means that no area, regardless of anticipated call volume, is planned to have less than the required level of service. If, during the course of service, it is determined that a specific area of the County is not receiving equitable service, then adjustments will be made to the System Status Management Plan, subject to approval by the County EMS Administrator.

E. MUTUAL AID

Contractor shall respond on a mutual aid basis to all areas outside Multnomah County pursuant to Multnomah County's dispatch protocols.

F. EMS DISPATCH CENTER.

1. EMS dispatch shall be provided at the City of Portland, Bureau of Emergency Communications (BOEC).

2. Contractor shall cooperate, train with, and communicate with the 9-1-1/PSAP to assure a smooth delivery of dispatch services.

3. Contractor shall develop a written plan with BOEC specifying the conditions for Contractor involvement at BOEC.

This plan must be approved by County EMS Administrator and is Attachment A to this contract.

G. VEHICLE REQUIREMENTS.

1. During the term of this contract, Contractor shall provide a minimum of 133 percent of peak staffing ambulances for Code-2 and Code-3 calls. The initial system status plan establishes nineteen (19) peak staffing ambulances, plus seven (7) reserve ambulances.

2. All ambulances furnished hereunder by Contractor shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the Federal KKK-A-1822C standards or their equivalent at the time of the vehicles' original manufacture, except where such standards conflict with State of Oregon standards, in which cases the State standards shall prevail. All ambulances shall also meet or exceed the equipment standards of the State of Oregon. Vehicles furnished by the Contractor shall be new vehicles when placed into service under this Agreement; twelve (12) within one (1) month of the start of this agreement, and fourteen (14) additional ambulances within one (1) year of the start of this agreement.

3. Each ambulance above shall be identified with the words "MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES (or EMS), PARAMEDICS"; in letters four (4) inches high; in locations on the vehicle approved by County.

4. Contractor agrees to perform and document regular internal ambulance inventory checks, to allow County to review such documentation and to allow County to conduct random and

spontaneous audits of ambulances to verify such inventory.

H. DISASTER RESPONSE

1. Personnel Recall.

Contractor shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in a multi-casualty or disaster situation or times of peak overload.

2. Operations Modified.

a. During a disaster declared by an appropriate governmental agency, the Contractor's normal mode of operation may be modified in order to provide services which are appropriate for the nature of the disaster and which are consistent with local disaster plans and protocols. During such time periods, the Contractor shall be exempted from response time performance requirements until notified by the County EMS Administrator that disaster assistance may be terminated.

b. During the course of the disaster, should the demand for service require, the Contractor shall use best efforts to provide local Code-3 or Code-2 service coverage while suspending Code-1 service.

3. Additional Cost Reimbursement.

In the event of declared disasters due to natural causes (e.g. floods, earthquake) Contractor shall not bill the County unless a federal or state source of funds is available, or the County determines that billing is appropriate under the circumstances. Contractor shall not include in its cost statement any charges for services rendered by volunteer employees. The

cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by the Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements if the disaster had not occurred.

I. COMMUNICATIONS EQUIPMENT.

1. Contractor Provided Equipment.

Contractor shall provide in each ambulance:

a. One (1) 800 MHz portable radio of the type specified by EMS. This radio may be supplied by EMS to the extent that radios are available. Should radios not be available from EMS, Contractor must supply the necessary radios.

b. One (1) mobile data terminal (MDT) of the type specified by EMS.

c. Automated vehicle locator (AVL) hardware as specified by EMS.

d. All equipment above shall be purchased through the City of Portland unless otherwise authorized by County and used on the City of Portland 800 MHz radio system. Access and maintenance fees shall be paid by Contractor directly to the City. Contractor may provide additional communications equipment with approval of County EMS.

J. DATA COLLECTION AND REPORTING REQUIRED.

1. Contractor's data collection and reporting systems shall meet the following minimum standards:

a. For each patient contacted, Contractor's ambulance

personnel shall complete an approved patient report form, available at the time of the transfer of patient care. Copies of the patient report forms shall be provided to the County upon request. Patient care reports may be automated and recorded electronically during the term of this agreement.

b. When called for by Contractor's policy Contractor shall require its employees to complete approved "EMS Incident Report Forms" and shall furnish a copy of such completed forms to the County by request.

c. Contractor shall require its employees to complete "Equipment Failure Report Forms" in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the County EMS Administrator by request.

d. Contractor shall forward System Status Plan changes to the County in writing prior to BOEC implementing of such changes.

2. All Contractor's employees shall be appropriately certified at both the State and local levels. The Contractor shall furnish to County EMS Administrator records of participation by its employees in continuing education programs at request of County.

3. Where a dispatched emergency call resulted in a response time in excess of 8 minutes for urban calls or 20 minutes for rural calls Contractor shall supply, at the request of County, the reason for delayed response time, including a summary of steps taken by the Contractor to eliminate that cause of poor response-time performance.

4. The Contractor shall submit data specified in the

proposal, RFP, or this agreement to the County EMS Administrator in a form and at an interval approved by County.

5. All data and reports specified in this section shall be maintained by Contractor for a period of three (3) years.

K. PERSONNEL PLAN.

1. Wages and Benefits

Contractor shall at a minimum adhere to the wage and benefit package as described in its proposal.

2. Employee Handbook

Contractor shall publish and distribute to all employees an Employee's Handbook describing the personnel policies and procedures utilized by Contractor in its operations. A copy of the current handbook shall be on file with the County at all times.

3. Paramedics

Paramedics shall be certified as required by Chapter 333 of Oregon Administrative Rules, and approved to work in Multnomah County by the Multnomah County EMS Medical Director. Paramedics shall not be prohibited by Contractor from communicating directly with the EMS Medical Director on issues related to patient care.

4. Reasonable Work Schedules and Working Conditions

The Contractor shall utilize work schedules and shift assignments as described in the proposal and provide adequate working conditions. Contractor acknowledges that the primary issue is patient care, and agrees to utilize management practices which ensure that field personnel working extended shifts, part-time, voluntary overtime, or mandatory overtime, are not

exhausted to an extent which might impair judgment or motor skills. Regularly scheduled shifts of paramedics shall not exceed 24 hours, and shall be followed by at least 8 hours of rest before the next regularly scheduled shift. The Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours except under emergency conditions (disaster) and with the permission of the County.

5. Key Personnel and Prohibition Against "Bait and Switch Bidding"

Contractor understands that the County has, in part, awarded this Agreement based upon the qualifications of the Contractor's organization, and upon the qualifications of key personnel presented in Contractor's proposal. Contractor shall furnish the personnel identified in this proposal, and throughout the term of the agreement Contractor shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications as determined by County.

L. FIRST RESPONDER SERVICES AND COORDINATION.

1. Contractor shall reimburse County for first responder agency disposable medical supplies which are utilized in EMS dispatched calls for direct patient care. Supplies covered by this section are identified in Attachment B to this agreement. The maximum reimbursement for the first year of this agreement is $180,000. Susequent years reimbursement shall be determined by County based on the actual use of supplies in the prior year. Reimbursement paid to County shall be distributed to first responders in accordancee with the agreements between first

responders and County.

2. Contractor may replace the supplies used by rural providers if the rural provider agrees.

3. Contractor shall provide, at no cost to the agency, automated external defibrillators (AED) as follows:

a. one (1) to Sauvie Island Fire

b. two (2) to Corbett Fire

3. Training.

a. Contractor shall implement a first responder orientation program designed to acquaint all agencies with Contractor's equipment and response system within 3 months. Contractor shall work with the first responder agency to avoid the necessity for multiple presentations to the agency.

b. The objectives of this program are: 1) relate the history and background of Contractor; 2) clarify expectations of each other in the new system; 3) orientation to Contractor's ambulances and supervisory response vehicles; 4) show standardized placement of equipment; and 5) develop communication lines.

c. Contractor shall offer regularly scheduled first-responder training, as defined in the proposal and approved by the EMS Medical Director, to the rural first responder agencies in the County and must include multiple casualty incident training

4. For all equipment left with a patient, Contractor will provide a management contact and a telephone number to record the equipment information, and return all equipment within 7 days.

In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor.

5. Contractor will respond to HazMat, fire, and public safety standbys, at the request of fire or police agencies, without additional compensation.

6. Contractor will cooperate with joint Critical Incident Stress Debriefing whether provided by County, Contractor or an outside agency.

7. Contractor's representatives shall visit the administration of every agency actively involved in first-responder programs to develop personal lines of communication. Contractor shall be active on all County-wide advisory committees, as requested by the County EMS Administrator, and in the planning and execution of drills and exercises as requested by County.

M. SUPERVISION REQUIREMENT.

1. The Contractor shall establish a field supervisory system approved by the County EMS Administrator with a minimum of one (1) Field Supervisor on duty at all times. This supervisor shall not be assigned to an ambulance active in the system status plan except under unpredictable periods of demand or other circumstances. Contractor shall make every effort to remove the supervisor from this duty as soon as possible.

2. Each paramedic will be evaluated for adherence to medical control requirements by a supervisor every 6 months. Supervisors shall meet regularly with the EMS Medical Director.

3. The County will provide a physician EMS Medical Director who will oversee and coordinate the Contractor's clinical performance and supervise all Contractor's paramedics working in Multnomah County under this agreement. Contractor shall reimburse County for these services in accordance with MCC 6.33.

4. The County reserves the right to modify the medical control system. Contractor agrees to operate under qualified independent medical direction or under such modification to the medical control system as the County may establish.

N. STANDBY AND SPECIAL EVENTS COVERAGE.

Contractor may provide standby or special events coverage with units other than those included in Contractor's System Status Plan. All such coverage and notifications shall be provided as directed in MCC 6.33 and the EMS Administrative Rules.

O. HELICOPTER AIR AMBULANCE AND MARINE AMBULANCE SERVICES.

The County Board of Commissioners reserves the right to allow helicopter air ambulance services and marine ambulance service, for emergency and non-emergency calls, to be operated in the County by a provider other than Contractor. This includes responses, flights and transportation within the Contractor's services areas.

P. EMS SYSTEM INTERACTION.

Upon request of the County EMS Administrator, Contractor shall regularly participate in all areas of EMS system development including but not limited to:

1. Paramedic, EMT, Nurse, Physician, and Dispatcher continuing education and training, and ride along programs with Contractor's employees or otherwise.

2. Disaster drills.

3. Continuing education programs.

III. SPECIFIC PROVISIONS.

A. PATIENT FEES.

1. Rate Schedule for Services Rendered.

Effective with the execution of this agreement, the Contractor shall utilize the following rate schedule for ambulance services rendered for the term of this contract unless modified pursuant to section III, A, 6 of this agreement on Rate Adjustment. These fees constitute the only charges that may be billed to a patient receiving care pursuant to this agreement:

Emergency Rates:

BLS Response/Treatment	$447.00
ALS Response/Treatment	$530.00
Non-Transport Fee	$125.00
Patient Load Mileage	$9.00 / mile

2. Collection of Fees for Services.

Contractor shall:

a. Accept assignment on claims for all individuals in cases where there is evidence of financial hardship,

b. Accept assignment when the patient is receiving fee-for-service Medicaid benefits directly from the State of Oregon, and

c. Write off non-paid Medicare balances where payment of those balances would cause undue financial hardship for the patient and such write-off is permitted by Medicare policy.

3. Subscription Membership Program.

The proposed subscription membership program is approved by the County EMS Administrator, Contractor may accept assignment under such program.

4. Fee Discounts.

All fee discounts including discounts based on volume of business or group membership are prohibited, unless specifically authorized by the County. The County reserves the right to have the EMS Administrator approve other payment mechanisms, so long as they do not cause "cost shifting," which in the opinion of the County, does not serve the public interest.

5. Standby Charges.

Contractor shall not charge for non-dedicated standby coverage using units which are part of the system status plan, unless treatment is provided.

6. Rate Adjustment.

a. The rates shown above shall remain in force and effect throughout the term of this Agreement unless modified or adjusted by the Board of Commissioners pursuant to the provisions of MCC 6.33.

b. During the term of the franchise, Contractor shall be allowed an opportunity for annual inflation adjustments to the charges listed above. No such adjustments shall be effective prior to one year after the beginning of the franchise. No later

than 60 days prior to each adjustment date, the Contractor shall request the County to determine the percentage rate of change in prices and the provider may, at its option, increase its rates equal to or less than the average of the following National Consumer Price Index (CPI) factors over the most recent 12-month period for which published figures are then available:

(1) 45 percent of the CPI-Transportation Index;

(2) 45 percent of the CPI-Health Care Index; and

(3) 100 percent of the CPI All Components.

Any rate adjustments made under this provision shall be approved in writing by the EMS Administrator within 30 days from the adjustment request, and when so approved shall be considered as an amendment to this Agreement.

c. Contractor may request additional rate increases in accordance with the procedures specified in MCC 6.33. for among other reasons, the following:

(1) The cost of some factors of production may rise faster than the cost of other factors of production. (e.g. insurance, fuel) Therefore, Contractor may apply for an adjustment to the rates sufficient to offset expenses associated with the rise in the cost of these factors of production.

(2) Prior to implementation of County required upgrades, Contractor may apply for a rate adjustment to offset the actual amortized marginal costs of implementing the upgrade.

d. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it does realize such savings or otherwise finds that it is possible

to lower the rates established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine. If Code-2 response times are considered for adoption, Contractor and County will review the potential for cost savings from such response times.

7. On-Scene Collections.

Contractor's personnel shall not request payment for services rendered under this Agreement either at the scene of the call, en route, or upon delivery of the patient nor will they accept any payment or gratuities offered.

8. Billing Descriptions.

a. The Contractor shall bill for ALS response/treatment or BLS response/treatment, as defined by protocol and procedure, only when the Contractor's personnel perform or share in the performance of patient care services.

b. Contractor shall bill for ALS service (1) If an ALS assessment or procedure, such as endotracheal intubation, IV. administration, or cardiac monitoring is provided; (2) If paramedic or medical control judgment requires patient monitoring by a paramedic or "Code-3" transport in lieu of on-scene ALS treatment; (3) If ALS is started by a first responder paramedic and then responsibility for the patient is turned over to a paramedic from the Contractor.

c. Contractor may bill the "non-transport fee" and shall bill no more than that fee when a patient is not transported and one of the following conditions is met: (1) a patient exam is performed by Contractor and the patient requests Contractor stand

by at the scene for 30 minutes or longer; (2) a patient exam is performed by the Contractor, the on-scene time is 20 minutes or greater, and treatment is administered; or (3) a patient exam is performed by Contractor, the on-scene time is 20 minutes or greater, and substantial disposable supplies are used.

9. Detailed Description of Practices and Procedures.

Contractor shall provide the County EMS Administrator with a detailed written descriptions of all billing and collection procedures.

10. Changes in Practices and Procedures.

Contractor shall adhere to the procedures referenced in paragraph 9. above. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payers; that such rules, regulations, policies, and procedures may change from time to time; that Contractor's practices and procedures must necessarily change in response to such changes, and that it would be impractical to amend this Agreement to reflect such changes each time they occur. The parties therefore agree that Contractor may change the practices, procedures, schedules, and policies referred to above if it is necessary to do so to reflect changes in rules, regulations, policies, and procedures of the Federal and State Governments, private-insurance companies, and other third-party payers, without a formal amendment to this Agreement, subject, however, to the review of the County. Nothing in this section, however,

shall be construed as authorizing any increase in the user fees or rates provided for herein without the approval of the County as set forth in this Agreement.

B. FINANCIAL INFORMATION

1. Billing Records

Contractor shall maintain billing and accounts receivable information sufficient to document Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the County.

2. Required Reports

Contractor shall provide annually, within 120 days of the end of Contractor's fiscal year, reviewed financial reports which are specific to its Multnomah County operations under this agreement. If the County requests audited financial statements specific to Multnomah County operation, those will be provided without charge to the County. Contractor shall also provide updated pro-forma income, working capital statements and balance sheets for the remaining term of the franchise within 120 days of the end of the fiscal year.

C. LATE-RUN AND OTHER DEDUCTIONS.

1. Contractor agrees to meet the standards of performance set out in this agreement and further agrees to pay any and all penalties imposed by the County for failure to meet those standards as specified in this agreement within 30 days from the

date of the imposition of the penalty.

2. Penalty for Call Referral

If Contractor is fails to respond to a call within the contract area for which ALS service is required, and that call is referred to another ambulance provider, there will be a $1000 per call penalty for each such occurrence. Failure to respond is defined as a delay of four (4) minutes or more in the dispatch of an ambulance due to the lack of an available ambulance for dispatch, after BOEC notifies Contractor of the lack of ambulances. BOEC dispatch may dispatch other ambulance resources without delay when Contractor has no units available.

3. Penalties for Code-3 Calls

a. In the urban zone, for those months that the Contractor fails to respond to 90 percent of all Code-3 calls within the time period specified in the response time standards, the County EMS Administrator will review the system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For each month that the Contractor fails to meet the 90 percent standard, a $200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for each individual zone (i.e. urban and rural).

b. In the rural zone County will use a consecutive 100-count system for determining Contractors compliance with the response time standard. For every set of 100 calls the standard and penalties in the preceding paragraph will apply.

c. For monitoring purposes, each zone shall have, in addition to the 90-percent standard referred to in Section II, a

response time limit for every call. For every Code-3 call where the ambulance fails to arrive within the time limit (Code-3 every-call time limits are: 12 minutes - Urban, 45 minutes - Rural), the penalty will be $20 per excess minute (e.g., in urban zone, call response times of 12:00-12:59 minutes shall be fined $20, 13:00 - 13:59 minutes shall be fined $40), for a maximum of $400 per call. Calls referred to another agency will be included as part of the response time calculations.

4. Penalties for Code-2 Calls

In the event that a Code-2 priority dispatch system is implemented, penalties for failure to meet the standards shall be the same as for Code-3 calls.

5. Multiple Units/Break Downs

If multiple units are responding, other than on an MCI, then the additional unit's times are measured from the time the additional unit is dispatched until it arrives on scene. If a unit breaks down at the scene, the response time is measured from when the additional unit is dispatched until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.

6. Other Penalties

a. In the event Contractor fails to furnish "on-scene" times for calls, the County EMS Administrator may impose upon Contractor a penalty of $300 for each call. If no "on-scene" time is furnished, the call will be counted as late for purposes of the 90 percent on-time standard.

b. Penalties for willfully falsifying "on-scene" times shall be assessed at $500 if by Contractor's field staff, and $1000 if by Contractor's management staff, for each incident.

c. A penalty of $500 may be imposed where an ambulance breaks down enroute to the hospital with a patient loaded.

d. A penalty of up to $500 may be imposed where Contractor fails to furnish required information from patient report forms, incident report forms, equipment failure report forms, system status plan changes, continuing education participation reports, excess response time reports, or fails to furnish financial information as required by the Agreement. Such a penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control; simple loss of records and problems with Contractor's own computer system shall not be considered beyond Contractor's reasonable control.

e. Contractor may also be fined for violations of MCC 6.33. This may not be in addition to fines levied under this agreement for the same violation.

7. Exceptions

The County EMS Administrator may grant exceptions to the response time requirements or waive penalties stated herein, for unusual circumstances beyond the Contractor's reasonable control. These include only unusually severe weather conditions, disasters, off road situations, inaccessibility from normal posting locations, private roads, unusual periods of very high demand upon the system, or dispatch computer failure. Such calls

shall be individually examined and if the circumstances warrant, the EMS Administrator will exclude them from penalties and/or monthly compliance statistics. In order to be eligible for an exception, Contractor shall notify the County within a reasonable time of the unusual occurrence. Contractor's equipment failure or lack of a nearby ambulance do not furnish grounds for an exception to response time standards.

D. FUNDING OF ASA SUPERVISION 9-1-1 SERVICES

1. Contractor shall pay a fee of $356,937 to County during the first year of this Agreement and $306,937 in each subsequent year of this agreement order to fund the costs of supervising and administering the ambulance service area. County will provide documentation, if requested, that this fee is exclusively used for this expense.

2. In addition, Contractor shall pay to County, Contractor's pro rata share of the cost for the provision of medical direction and supervision as required in MCC 6.33. This share shall be determined by the EMS Administrator.

3. Thee above fees are due and payable on July 1, October 1, January 1, and April 1, and shall be paid pro-rata if this Agreement is commenced after one of those dates.

4. The above fees shall be derived from the fixed-rate charges of the Contractor; it shall not be recovered through a specified add-on charge to the patient.

5. Fees may be adjusted from time to time during the term of this agreement by the County to reflect the actual costs for the services provided.

6. Additional fees, if any, will be determined by the County, and may be considered as justifiable new costs for purposes of the Contractor requesting a rate increase as provided herein.

E. DEFINITION OF MATERIAL BREACH AND PROVISIONS FOR EMERGENCY TAKEOVER

1. Material Breach Definitions

Conditions and circumstances which shall constitute a breach of contract by the Contractor shall include but not be limited to the following:

a. Failure of the Contractor to provide ambulance service in compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations, including any failure to maintain necessary licenses. Minor infractions of such requirements shall not constitute a breach of this agreement.

b. Willful falsification of information supplied by the Contractor during the RFP process.

c. Willful falsification of data supplied to the County during the course of operations, including but not limited to: dispatch data, patient report data, response time data, financial data; or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required under this agreement.

d. Failure to comply with the system status plan for ambulance coverage during the first three months of operations

under this agreement.

e. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame duck" period.

f. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

g. Multiple unremediated failures to maintain equipment in accordance with good maintenance practices.

h. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle.

i. Failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.

j. Failure to furnish key personnel of quality and experience as bid.

k. Failure to comply with approved rate setting, billing and collection procedures.

l. Failure to comply with "most favored customer" provisions of this contract.

m. Marketing or invoicing of services under a trade name, or the routing of income, so as to avoid the performance security provisions of this agreement.

n. Failure of Contractor to cooperate with and assist the

County after a material breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.

o. Abuse of the performance security provisions of this agreement to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of items by the same amount, or by any other business practice which would have a similar effect.

p. Failure to comply with response time requirements in the urban zone for two consecutive months, or three months in a twelve month period, or in the rural zone for two consecutive 100 call counts or three 100 call counts in a twelve month period, shall be considered minor breach of contract. Failure to comply with response time requirements in the urban zone for three consecutive months, or four months in a twelve month period, or in the rural zone for three consecutive 100 call counts in a twelve month period, shall be considered material breach of contract.

q. Failure to maintain in force throughout the term of the agreement, including any extensions thereof, the insurance coverage required herein.

r. Failure to comply with the terms of the performance security provisions of this agreement.

s. The filing of any voluntary petition of bankruptcy,

reorganization, receivership or liquidation, or of any involuntary petition of bankruptcy which is undismissed sixty days after its filing; or an adjudication of bankruptcy or insolvency; or being placed in receivership by any state or federal agency for purposes of rehabilitation.

t. Any other willful act or omission of the Contractor which endangers the public's health or safety.

2. Notice to Contractor

In the event that any one or more of the conditions or circumstances set forth above should occur, the County EMS Administrator may notify Contractor in writing that the Contractor is in breach of this agreement, and said notice shall specify the nature of the breach. Said notice will specify a period of time, which shall be reasonable under the circumstances, for the Contractor to take appropriate remedial action to correct the breach.

3. County EMS Administration Hearing

a. Contractor may request a hearing to contest the notice of breach referred to in Paragraph 2 above. Said request shall be in writing and submitted to the EMS Administrator within 10 days of the date of the notice of breach. The County EMS Administrator or a hearing officer appointed by the EMS Administrator shall preside over the hearing and make a determination on behalf of the Department. Written notice of the time and place set for hearing shall be given to the Contractor within 10 days of Contractor's request for hearing. At the hearing, Contractor may present evidence and testimony, including

any exculpatory and mitigating evidence the Contractor may wish to present. The EMS Administrator shall determine whether a material breach has occurred, and, if so, whether the public health or safety would be endangered by allowing Contractor to continue its operations under such circumstances. If the EMS Administrator finds that a material breach has occurred and that public health or safety would be endangered by allowing Contractor to continue its operations, he may immediately terminate this Agreement and implement an emergency takeover of Contractor's operations, or, in the alternative, implement a takeover and/or termination upon a schedule he shall determine to be appropriate.

b. If the EMS Administrator finds that only a minor breach has occurred, or that a material breach has occurred but that public health and safety would not be endangered by allowing Contractor to continue its operations, then the EMS Administrator may take such other actions, including but not limited to imposing remedial actions upon Contractor, as he deems appropriate under the circumstances. The EMS Administrator or delegate shall issue his determination in writing, specifying his findings and conclusions.

c. Contractor may appeal the action of the EMS Administrator to the County Board of Commissioners by filing a notice with the Clerk of the Board within five (5) days of the date of the EMS Administrator's determination.

4. Expedited Hearing Process

If in the judgment of the EMS Medical Director or County

Health Officer it appears a condition or circumstance of material breach exists or has occurred and that such condition or circumstance presents immediate danger to the public health or safety, then the County Health Officer, after giving notice to the Contractor as in Paragraph 2 above, may take the matter directly and immediately to the Board of County Commissioners, or its designee, for their determination.

5. Takeover Cooperation

a. Contractor shall cooperate completely and immediately with the County EMS Administration and other County departments to effect any immediate takeover by County of Contractor's operations. Such takeover shall be effected immediately or within not more than 72 hours, after a finding of material breach as determined by the EMS Administrator, or if appealed, the Board of County Commissioners. The County shall attempt to keep whole the existing staff and operations until such time as a new request for proposal can be issued and a new contractor secured.

b. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the public health, safety and welfare. Contractor agrees that it shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, or to equipment to be made available by Contractor under the performance security provisions of this agreement.

c. Contractor's cooperation with and full support of such emergency takeover, as well as Contractor's immediate release of

performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of material breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a material breach of this Agreement, even if it was later determined that the original declaration of material breach was made in error.

F. PERFORMANCE SECURITY PROVISIONS

1. Absence of Liens

Contractor warrants that the ambulances in service for this agreement and ambulances which may from time to time be added to the system status plan, together with the equipment and supplies regularly contained therein, are now and shall remain free and clear of all liens, encumbrances, claims, or interests of any nature, except those in favor of the County.

2. Performance Bond

On or before the effective date of this Agreement, Contractor shall provide County, and shall continuously keep in force, performance security in the amount of $2,500,000 in one of the following forms:

a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that such performance bond shall recognize and accept the requirement of immediate release of funds to the County upon

determination by the County that contractor's performance is dangerous to public health or safety, and recognize and accept that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County;

b. An irrevocable letter of credit in a form acceptable to the County and from a bank or financial institution acceptable to the County;

c. A cash deposit in a bank acceptable to the County listing the County as sole and irrevocable beneficiary, with interest to remain the property of the Contractor but to remain on deposit with the account; or

d. A combination of the above.

e. The performance security is intended to provide operating capital and a fund for the recovery of actual damages by the County in the event of County takeover of the system. Such funds shall constitute a no-interest loan to County for a period of one year from the delivery of the funds, and shall then be repaid by County to Contractor, less the amount of the County's net expenses and other damages suffered as a result of the takeover.

3. Replacement Security

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance written notice to County of the bonding company's intention to

cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided.

4. Inflation Adjustment

The County may at its option require that the amount of the performance bond or other security be adjusted based on inflation adjustments, increased call volume, or rate adjustments allowed to Contractor. The County will allow a commensurate rate adjustment in the event of a change in the bond amount.

5. Conditional Lease Agreement

On or before the effective date of this Agreement, the parties shall execute, and shall continuously keep in force, the Lease Agreement attached hereto as "Attachment C".

G. MISCELLANEOUS PROVISIONS

1. Most-Favored Customer

a. Except as otherwise provided herein, all factors of production employed by the contractor in the performance of this Agreement shall be considered primarily devoted to the work of this Agreement. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work except where prohibited by law.

b. Contractor is not prohibited from doing outside work which is unrelated to basic life support, advanced life support, or medical transportation, so long as such work does not detract

from Contractor's primary emergency services responsibilities under this Agreement.

c. Contractor is not prohibited from doing outside work which is related to basic life support, advanced life support, or medical transportation (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, gurney car and wheelchair transportation, special events coverage, Veterans' Administration contract work, etc.), provided Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary emergency service responsibilities. The County EMS Administrator shall review the Contractor's plans for providing such services. Contractor shall obtain the County's written permission if factors of production are affected by the outside work.

2. Contract Commitments

Contractor shall not enter into service contracts as part of providing emergency services under this Agreement which extend beyond the date of the termination of this Agreement, except as may be specifically approved in writing by the County EMS Administrator.

3. Advertising, Public Education and Marketing

a. The County shall have right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this Agreement, including the exterior of Contractor's ambulance

vehicles.

b. County understands that Contractor is a business organization, and that as such, the Contractor has a legitimate interest in improving and promoting its own image as a competent contract provider of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

4. Non-Transferable Contract

This contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission of the County. Similarly, any significant change in ownership of Contractor shall be considered a form of assignment of this contract, and must be approved by the County.

5. Restriction of Services to Chronic Abusers

a. In order to provide adequate availability of ambulance service to the general public, Contractor may, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse, and if the County agrees that a named individual is a chronic abuser, Contractor may refuse to render services unless the individual can present evidence that service is medically necessary to protect that individual's health.

b. Contractor understands that dry runs, cancels, chronic abusers, and courtesy standby service for law enforcement

agencies and fire departments exist in the ambulance service industry. Contractor should utilize its own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as part of the "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities except as defined herein.

c. Except as is provided for in this subsection or in County code, Contractor shall never engage in telephone call screening of emergency calls, or emergency transport refusals.

6. Audits and Inspections

a. At any time during normal business, and as often as may reasonably be deemed necessary, County's appropriate representatives may observe Contractor's operations, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this contract. Contractor shall make available for the County's examination all of Contractor's records with respect to all matters covered by this contract, and provide copies to the County of such records as requested by the County and as provided herein. The County EMS Administrator or representatives may, at any time, and without notification, directly observe Contractor's operation, maintenance facility, and ambulance post location, and a County representative may ride as "third person" on any of the Contractor's ambulance units at any time, provided, however, that

in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all time be respectful of Contractor's employer/employee relationships.

b. The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the Contractor in advance of any such visit.

c. This right to directly observe Contractor's field operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times. County may be required to sign a waiver of liability to ride on Contractor's vehicles.

H. END-TERM PROVISIONS

1. In the event that Contractor is not the winner of County's next ambulance provider selection process, or if this contract is otherwise terminated, Contractor shall:

a. Continue to provide services during any "lame duck" period,

b. Assist both County and its new Contractor in effecting a safe and orderly transition,

c. Cease doing business under the franchise after the end of any lame duck period and assert no claim of right to

business conducted thereafter under the franchise, nor asset any claim of compensation owed relative to the loss of such business.

2. During any lame duck period, the Contractor shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the subsequent bid to a competing bidder, And Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at cutting Contractor's operating costs to maximize profits during the final stages of the contract.

3. However, the County recognizes that, if a competing bidder is awarded the contract in a subsequent bid cycle, Contractor may reasonably begin to prepare for transition of service to the new contractor during the lame duck period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, (within six months), including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during the lame duck period.

4. By accepting this agreement, including the competitive award of certain market rights, Contractor acknowledges and accepts periodic ambulance provider selection processes, as structured under this or subsequent contracting procurement process, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights in the ambulance service industry.

5. Contractor shall not penalize or bring personal hardship to bear on any of its employees who may apply for work with a competing bidder in future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedical personnel, and control center personnel serving in the ambulance service system shall have reasonable expectation of long-term employment in this system, even though contractors may change from time to time over the years. Contractor hereby expresses its understanding, acceptance, and endorsement of this provision.

IV. STANDARD PROVISIONS

A. TERM OF AGREEMENT AND RENEWAL PROVISIONS

1. Unless initiated earlier by mutual agreement, this Agreement shall commence on September 1, 1995 at 8:00 AM. This Agreement shall terminate on September 1, 2000 at 8:00 AM, unless extended as provided for herein.

2. Any decision regarding the extension of this agreement shall be made at least twelve months prior to the scheduled termination date, so that if no extension is approved, a new bid process can be conducted on a schedule that will identify the new Contractor at least six months prior to that scheduled termination date. The purpose of this requirement is to allow reasonable time for both outgoing and incoming

contractors to plan and execute an orderly transition, to allow the County and its new Contractor to review Yellow Page and other advertising, and to allow time for negotiation of new service contracts, mutual aid agreements, and other contracts previously services by the outgoing Contractor.

3. This Agreement may be extended by one three (3) year period and one subsequent two (2) year period upon approval by the Board of County Commissioners.

B. INSURANCE REQUIRED

1. At all times during the term of the contract, and throughout any extension periods, the Contractor shall maintain the minimum required insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

2. With respect to performance of work under this Agreement, Contractor shall maintain insurance as described below:

a. Worker's Compensation

Worker's Compensation insurance with statutory limits as required by the State of Oregon. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Multnomah County, EMS Administration."

b. Commercial/General Liability

Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an

occurrence policy form, in an amount no less than $2,000,000 for combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy, and excess liability policy, shall either be endorsed with the following specific language or contain equivalent language in the policy:

"Multnomah County, its officers and employees, and the County medical director are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of the agreement between the named insured and Multnomah County for exclusive ambulance services.

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County."

"This policy shall not be canceled or materially changed without fist giving 30 days prior written notice to Multnomah County EMS Administration."

c. Automobile Coverage

Automobile liability insurance covering bodily injury and property damage in an amount no less than $3,000,000 combined single limit for each occurrence. Said insurance shall include

coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County EMS Administration."

d. Medical Malpractice (Professional Liability)

(1) Professional liability insurance for all activities of the Contractor arising out of or in connection with this Agreement in an amount no less than $1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially change without first giving 30 days prior written notice to Multnomah County."

(2) In the even Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

e. Documentation

The following documentation shall be submitted to Multnomah County as requested by the County:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each

policy. Said endorsement copies shall be submitted within 30 days of execution of the Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

(4) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement or, in the absence of available insurance, fails to demonstrate to the satisfaction of County, comparable financial resources to manage insured activity, the same shall be deemed a material breach of contract which is dangerous to public health and safety. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and with 30 days notice to Contractor, County may deduct from sums otherwise due to Contractor, or obtain recovery of, from a performance bond or otherwise, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

C. CONSIDERATION TO CONTRACTOR

1. In consideration of the services, equipment, and materials furnished under this Agreement, Contractor shall receive the following as full compensation:

a. Market rights as specified herein.

b. Use of communications infrastructure.

c. Income from fee for service billing (less penalties, liquidated damages, and other costs) as specified.

2. In consideration of the services, equipment, materials, and supplies to be furnished by Contractor, the County Board of Commissioners hereby designates Contractor as the exclusive provider of emergency ground ambulance service within the geographical areas defined by this Agreement. Contractor and County agree that said designation shall begin on September 1, 1995 at 8:00 AM and shall continue throughout the term of this Agreement, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for Contractor compensation incorporated herein, County has fulfilled any and all obligations it may have presently or at any time during the term of this Agreement to compensate, reimburse, or otherwise pay Contractor for services provided to medically-indigent patients.

3. This Agreement is a "master-term agreement of requirements." County is acting, in effect, as a group purchasing agent for the residents of the contract service area. Pursuant to the "master-term agreement," residents (and visitors) are allowed to request services individually, with each such request being a separate "purchase order," and with individual customers each being responsible for payment relative to services received.

D. RIGHTS AND REMEDIES NOT WAIVED

The Contractor agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Agreement; and that the acceptance of work herein and the compensation allowed shall not be held to prevent maintenance of an action for failure to

perform such work in accordance with this Agreement.

E. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE; NOTICES

1. This Agreement constitutes the entire agreement between County and Contractor with respect to the subject matter hereof and supersedes any and all previous negotiation, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless specifically included or incorporated herein.

2. Any amendments or changes to this Agreement, whether requested by Contractor or County may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. The Agreement shall not be modified or amended, nor any rights of the Parties to it waived, except by such a writing.

3. The rights and obligations of the parties and all interpretations in performance of this Agreement shall be governed in all respects by the laws of the State of Oregon.

4. Notices and other communications required hereunder shall be transmitted in writing by certified U.S. Mail, postage prepaid, Return Receipt Requested, addressed to:

To Contractor:
D. Trace Skeen, CEO
AMR Northwest
1240 SE 12th Ave.
Portland, OR 97215

To County:
William Collins, EMS Administrator
426 SW Stark, 9th Floor
Portland, OR 97204

5. Except as otherwise provided, any notice given pursuant to this Agreement shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service Return Receipt card, whichever is later.

F. FORCE MAJEURE

1. If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

2. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations under the Agreement. Without limiting the generality of the

foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the Agreement.

3. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the Agreement.

4. "Force Majeure" is defined as an act of God, act of public enemy, war, and other causes not reasonably within the control of any parties hereto.

G. INDEPENDENT CONTRACTOR

In performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of County. Contractor shall be solely responsible for and save County harmless from all matters relating to the payments of its employees, including compliance with Social Security, withholding, worker's compensation, and all other regulations governing such matters.

H. INVALIDITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

I. HOLD HARMLESS

Contractor shall indemnify, hold harmless and defend County, and its agents, officers and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property resulting from the Contractor's operations under this Agreement, or caused by the errors, omissions, fault or negligence of the Contractor or its employees or subcontractors.

J. PREVENTION OF IMPLEMENTATION

The parties agree that in the event County or Contractor, or both, are delayed or prevented due to legal action, from implementing this agreement on August 14, 1995, the terms and conditions of the Agreement may be modified as mutually agreed upon by the parties.

K. NONDISCRIMINATION

Under the Civil Rights Act of 1964, and other provisions of law, no person shall, on the ground of race, color, national origin, sex, religion, age or disability be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any program or activity receiving federal financial assistance. This Agreement is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL88-352) and Department of the Treasury regulations with respect thereto, including regulations under 31 CFR, Subtitle B, Part 51, Subpart E, which the Contractor agrees to comply with in the performance of its obligations under this Agreement.

L. NONTRANSFERABLE AGREEMENT

This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission of the County. Any substantial change in ownership of Contractor shall be considered a form of assignment of this Agreement, and must be approved by the County, provided, however, that the County shall not unreasonably withhold its approval of such change in ownership. Any assignment, transfer, or delegation in violation of this provision shall be void and of no force or effect.

M. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

N. COOPERATION

Contractor's obligations of cooperation with the County EMS Administration and other county departments hereunder shall survive termination of this Agreement and shall remain in force an effect until fulfilled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below written.

MULTNOMAH COUNTY BOARD OF COUNTY COMMISSIONERS	CONTRACTOR
_____	_____
_____	_____
Date: _____	Date: _____

APPROVED AS TO FORM:

_____

County Counsel

Emergency Medical Services

Multnomah County

MEMORANDUM

TO: Board of County Commissioners

FROM: Bill Collins
EMS Director

DATE: July 19, 1995

RE: Ambulance Service Contract - Final Contract Changes

==========

Subsequent to the memorandum of July 12, 199 we have made the following changes to the final contract:

1. p.16, line 24 - changed $180,000 to $200,000

2. p.20, line 18 - changed $530.00 to $531.42

These changes were made to reflect the fire agencies estimate of the cost of the reimbursable supplies and the rate adjustment to meet the increase in cost.

3. p.26, line 7 - changed four (4) minutes to ninety (90) seconds to match the contract requirement with the dispatch policy for BOEC.

Health Department
426 S.W. Stark Street—9th Floor · Portland, Oregon 97204 · 248-3220 · Fax 248-5453

AN EQUAL OPPORTUNITY EMPLOYER

July 20, 1995

TESTIMONY BEFORE MULTNOMAH COUNTY COMMISSION
REGARDING CONTRACT #200726

Beth Ann Baughman
Community Ambulance
P.O. Box 69128
Portland, Oregon 97201
(503)-241-7283 x 8337

TESTIMONY REGARDING CONTRACT #200726

Madame Chair and members of the Commission, I am Beth Baughman, representing Community Ambulance. We have many continued concerns with this contract, along with many others. It simply goes beyond the 911 ALS intent that was always indicated.

On page 21 of the contract, section 3, line 4 states that AMR is approved to have a subscription membership program according to their proposal. Their proposal says, and I quote:

> "Along with providing emergency medical benefits, our membership program also covers medically necessary non-emergency transportation and provides discounts on non-medically necessary transport, including wheelchair transportation."

Clearly they are intending to use their privileged position of a public contract to work special deals for the non-emergency transports as well. I maintain that this has been the intent all along.

Secondly, we received a fax from Bill Collins yesterday, allegedly changing page 8, section 5 of the contract to address concerns in the last County Commission hearing on this topic. The only changes were to split this passage into two parts and the insertion of one word "BOEC" in front of the third sentence, something already implied. The meaning of this passage has not changed in ANY way. There still remains the intent, once again, for AMR to receive non-emergency calls as a result of this exclusive contract.

If these two items I have mentioned remain unaltered, then this Commission is willfully and knowingly approving a plan that will hurt every other ambulance company in the area, all of whom are locally owned and operated businesses rather than large corporations coming in to control from out of state. Economical non-emergency transportation companies cannot continue to provide

service in the community if we are excluded from receiving paying calls. We have testified before you in the past on this issue and have been assured that this is not your intent. But, indeed the effects may extend beyond ambulance companies to those companies that provide strictly stretcher car and wheelchair service to the community. Nearly all of these companies qualify as Oregon small businesses as well, and the one I represent is minority owned. Not to limit this contract to it's stated intent is a slap in the face of Oregon business by this Commission. Limiting business limits options open to the public, and the competitive rates that go with them. It also goes against the pro small business philosophy of this state.

One of the reasons for this contract was to control prices, but Basic Life Support pricing was not addressed due to the stated intent not to include these calls. As a result, the price for BLS in this contract is over $100.00 more than Community Ambulance's most expensive rate! Throughout the past number of years we have been promised a rotation of BLS calls that come through the 911 system. This has never happened, and now this contract excludes free competition and mandates the community pay a higher charge than they would need to for the service. I would hope this would be against your intention!

We urge you to stick to what you originally stated the intent of this contract was to be, and not to allow the winning bidder to use a government blessing to control any business that is not 911-ALS. There must be serious revisions of this contract in the areas I have mentioned in order for this to happen.

Thank you for the opportunity to share our concerns with you today.

CARE CARE • CARE Ambulance

JULY 20, 1995

TESTIMONY OF CARE AMBULANCE

CARE Ambulance comes before you again to ask you to address the concerns that we raise about the proposed contract with AMR for Emergency Ambulance Services in Multnomah County.

We submit the following objections:

1. All the previous grounds CARE Ambulance has previously raised that have no been satisfactorily resolved including:

   a. Page 8, Section 5, Code 1 Calls. This issue has not changed.

   b. Billing Issues that were raised two weeks ago have not been addressed. The citizens of Multnomah County will be subjected to unnecessary ALS charges when they require and use only BLS services. While this may be "legal", it is neither right nor in the best interests of this community.

   c. We firmly believe that the performance security has been changed significantly to the detriment of the County and the proposed security is inadequate:
      1. Having an increased performance bond is **not** the same thing as a three-way lease and a lock-box.
      2. The RFP required a liquidated damages provision, but the contract contains absolutely no such provision.

2. We also add the following concerns:

   a. Page 4, Section 4 and page 50 of the proposed contract are inconsistent in that page 4 includes the RFP and AMR's proposal as a part of the contract, page 50 specifically excludes all previous proposals. We ask that the language on page 50 be changed to make clear that the RFP and the proposal submitted by AMR are both included as part of this agreement. The language on page 4 is appropriate. This is necessary in part because ordinance 6.33 requires certain items be in the contract (workforce diversity, incumbent workforce hiring, Employee Assistance programs, for instance) which in fact do not appear in the contract, but are included in the proposal. If the RFP and the proposal are considered as part of the contract, then the contract meets the ordinance requirements. We have all seen how much fun can be had when an ordinance requires one thing, and the other document doesn't match the requirement.

1877 N.E. Seventh • Portland, Oregon 97212 • Telephone (503) 288-8427

b. The contract approves the Subscription/membership program as proposed. CARE Ambulance would ask that you limit the coverage to **emergency transports only.** Otherwise this contract provides AMR with an incredible advantage to utilize its exclusive access to the emergency market to leverage itself unfairly into the non-emergency market.

Thank you.

Rev. 5/92

CONTRACT APPROVAL FORM

(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 200726

Amendment # _____

CLASS I	CLASS II	CLASS III
☐ Professional Services under $25,000	☐ Professional Services over $25,000 (RFP, Exemption) ☐ PCRB Contract ☐ Maintenance Agreement ☐ Licensing Agreement ☐ Construction ☐ Grant ☐ Revenue	☐ Intergovernmental Agreement APPROVED MULTNOMAH COUNTY BOARD OF COMMISSIONERS AGENDA # R-8 DATE 7/20/95 DEB BOGSTAD BOARD CLERK

Department Health Division Regulatory EMS Date _____

Contract Originator Bill Collins Phone x3220 Bldg/Room 160/9

Administrative Contact Karen Garber Phone ~~x4274~~ x6207 Bldg/Room 160/8

Description of Contract To award exclusive ambulance service through 9-1-1 ALS response

RFP/BID # P 990 37 00 29 Date of RFP/BID 4/3/95 Exemption Exp. Date _____

ORS/AR # Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name Buck Medical Services dba AMR NW

Mailing Address PO Box 15339

Portland, Oregon

Phone 503-284-6913

Employer ID# or SS# _____

Effective Date August 14, 1995

Termination Date August 14, 2000

Original Contract Amount $ na

Total Amount of Previous Amendments $ _____

Amount of Amendment $ _____

Total Amount of Agreement $ _____

Remittance Address (If Different) _____

Payment Schedule / Terms

☐ Lump Sum $_____ ☐ Due on receipt

☐ Monthly $_____ ☐ Net 30

☐ Other $_____ ☐ Other _____

☐ Requirements contract - Requisition required.

Purchase Order No. _____

☐ Requirements Not to Exceed $_____

REQUIRED SIGNATURES:

Department Manager _____ Date June 30, 1995

Purchasing Director (ClassII Contracts Only) _____ Date _____

County Counsel _____ Date 6/30/95

County Chair / Sheriff _____ Date July 20, 1995

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

Encumber: Yes ☐ No ☐

VENDOR CODE	VENDOR NAME	TOTAL AMOUNT	$	

LINE NO.	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT/ REV SRC	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											
★	* If additional space is needed, attach separate page. Write contract # on top of page.										

INSTRUCTIONS ON REVERSE SIDE

WHITE - CONTRACT ADMINISTRATION CANARY - INITIATOR PINK - FINANCE

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

MULTNOMAH COUNTY

AGREEMENT FOR EXCLUSIVE EMERGENCY AMBULANCE SERVICES

THIS AGREEMENT made and entered into this twentieth (20) day of July, 1995, by and between Multnomah County, a political subdivision of the State of Oregon, hereinafter referred to as "County", and Buck Medical Services, dba American Medical Response, Northwest, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, Oregon law requires counties to develop a plan relating to the need for and coordination of ambulance services and to establish ambulance service areas (ASAs).

WHEREAS, Multnomah County adopted an ambulance service plan which was approved by the State Health Division on June 22, 1994.

WHEREAS, said ambulance service plan and Multnomah County Ordinance No. 789 established ambulance service areas (ASAs) for the County and established a process for soliciting proposals from ambulance service providers, issuing an exclusive franchise, regulating rates for ambulance services, and regulating the quality of ambulance services.

WHEREAS, Multnomah County solicited proposals to serve its ASA, described in the ambulance service plan as the "Multnomah ASA", and received proposals which were reviewed by a Proposal Review Committee, with recommendations being forwarded by it to the County Health Officer, and then forwarded to the Board of Commissioners.

WHEREAS, the Board of County Commissioners has authorized a

contract be entered into with Contractor.

WHEREAS, Contractor is willing to provide said services according to the terms and conditions herein stated.

WHEREAS, it is in the public interest for the County to enter into this contract.

NOW, THEREFORE, the parties hereto agree as follows:

I. GENERAL RESPONSIBILITIES AND DUTIES OF CONTRACTOR.

A. SERVICES PROVIDED.

Contractor shall furnish to County, to first-responder agencies, and to patients requiring ambulance and emergency medical services, the services, equipment and materials as hereinafter set forth within the geographical areas herein defined.

B. GOVERNING LAW

1. Contractor acknowledges that the State of Oregon and Multnomah County have the authority to develop overall plans, policies, and medical standards and protocols to assure that effective levels of ambulance and emergency life support care are maintained within the County. Contractor further acknowledges that Contractor and its employees and subcontractors are subject to said plans, policies, standards, and protocols.

2. Contractor agrees to comply with the "governing law" and the proposal dated April 17, 1995 (hereinafter "proposal") which was submitted by Contractor in response to the Multnomah County Request for Proposal dated January 6, 1995 (hereinafter "RFP").

3. References to the "governing law" herein shall be

understood as references to the following: Oregon Revised Statutes (particularly ORS Chapter 823), Oregon Administrative Rules (particularly Health Division Rules found in the OAR chapter 333), the Multnomah County Ambulance Service Plan, Multnomah County Code 6.33, the RFP, other County ordinances, local rules and local medical control procedures and protocols.

4. Contractor agrees to meet the requirements set forth by the governing law, the commitments made in its proposal, and any other applicable statute, ordinance, resolution, or regulation with respect to the services, vehicles, equipment, and supplies which are the subject of this Agreement. In the event of a conflicting statute, ordinance, or regulation, the statute, ordinance, or regulation setting forth the more stringent requirement, as defined by County, shall be met. In the event of a conflict between the terms of this Agreement and any resolution or regulation of County, the terms of this Agreement shall prevail.

5. Contractor may identify certain information submitted to County in compliance with this agreement as "trade secrets". County shall protect this information to the extent permitted by the public records law, ORS 192.410 to 192.505. Should County receive a public records request for this information, County will notify Contractor within two working days and Contractor shall respond to County concerning the request within five working days.

6. County agrees to exempt from disclosure, to the extent permitted under the public records law, personnel records

and other confidential information submitted by Contractor under this agreement. Information asserted by Contractor to be confidential must be so identified. Notices shall be given and responded to as in paragraph five above.

C. RESPONSIBILITIES OF CONTRACTOR.

The Contractor shall:

1. Provide all services, materials, training, and other commitments as described in Contractor's proposal,

2. Participate in and meet all requirements of the Quality Improvement program, as specified in the proposal, and under the supervision of the County Medical Director,

3. Maintain good working relationships with all first responders as measured by surveys of first responder agencies.

4. Maintain good working relationships with area law enforcement agencies, and PSAP agency,

5. Ensure courteous and professional conduct of office personnel, control center personnel, and field personnel at all times,

6. Maintain neat, clean, and professional appearance of personnel, equipment and facilities, and

7. Comply with all applicable Federal, State, and local laws and regulations related to ambulance services.

D. CONDITIONS OF RFP AND CONTRACTOR'S PROPOSAL.

The conditions stated in the RFP and the Contractor's Proposal are considered part of this agreement; including meeting all minimum standards and proposed additional commitments and capabilities with the exception of the following portions of the

Contractor's proposal:

1. Section 2, Response Time Commitment, c. Additional Commitment, p53-56.

2. Section 6, Commitment to First Response Program c. Additional Commitment, Equipment provided, p119, and Supply Replacement, p120.

3. Section 9, Patient Charge System, c. Additional Commitment, Proposal for Rate Reduction, Multnomah County, 1. First Response Integration Program, p145.

E. CONTRACT SERVICE AREA.

The contract service area (hereinafter "service area") consists of the Multnomah County Ambulance Service Area (ASA), as described in the RFP, and incorporated herein by reference, provided however that border areas may from time to time be added or deleted by intergovernmental agreement between Multnomah County and adjacent jurisdictions.

F. CHANGES IN CIRCUMSTANCES.

County recognizes that changes in health care legislation, anti-trust litigation, or other similar uncontrollable circumstances could preclude Contractor or County from caring out their obligations under this agreement. In such an event, the parties shall utilize their best efforts to negotiate amendments providing for alternatives for performance of this agreement.

II. PERFORMANCE REQUIREMENTS.

A. COVERAGE REQUIREMENTS.

1. General Requirements.

Contractor shall provide 100 percent, 24 hour per day, coverage for all Code-3 requests for ambulance service within the service area. Contractor shall provide Advanced Life Support ("ALS") ambulance response to all Code-3 requests for ambulance service within the contract service area, except as otherwise provided herein.

2. Response Time Definition.

Response times under this Agreement are measured from the time that Contractor is notified of the call, the nature of the call (if known), and the call priority by EMS dispatch (hereinafter "BOEC") until the time Contractor's ambulance arrives at the scene and notifies BOEC. Notified means a radio transmission, either voice or via MDT, acknowledged by the intended recipient of the transmission.

3. Code-3 Response Time Standards.

Contractor shall adhere to the following response time standards:

a. Each month, within the Urban area, Contractor shall respond to all Code-3 calls within 8 minutes or less, a minimum of a 90 percent of the time.

b. For each 100 consecutive calls within the Rural areas Contractor shall respond to all Code-3 calls within 20 minutes or less, a minimum of 90 percent of the time.

c. Each month, within Frontier areas, Contractor shall respond to all Code-3 in a "best effort" manner. Immediate dispatch of ambulance is required.

4. Code-2 Response Time Standards

In the event the County adopts a Code-2 priority dispatch system, the following response time will apply to Code-2 calls.

a. Each month, within the Urban area on Code-2 calls, Contractor shall respond 15 minutes or less, 90 percent of the time.

b. For each 100 consecutive calls within the Rural area on Code-2 calls, Contractor shall respond 40 minutes or less, 90 percent of the time.

c. Each month, within the Frontier area on Code-2 calls, Contractor shall respond in a "best effort" manner. Immediate dispatch of ambulance is required.

5. Code-1 Ambulance Requests

a. Contractor shall respond immediately to all Code-1 dispatches from BOEC. These calls are at the request of fire or police.

b. BOEC triaged non-emergency ambulance requests are referred to non-emergency ambulance providers. Contractor may respond to such a request with non-emergency units. The Contractor shall furnish sufficient production capacity, sufficient on-call crew capacity and shall manage its available resources so as to provide Code-1 ambulance services without interfering with Code-2 or Code-3 response times.

B. STAFFING REQUIREMENTS.

1. Each ambulance utilized for the provision of contracted services shall be staffed with a minimum of two Oregon certified EMT-Paramedics, and be equipped as an ALS unit except

as otherwise provided herein.

2. Each of the Contractor's ambulance drivers shall successfully complete an Emergency Vehicle Operators Course (sixteen (16) hour minimum) which is approved by the County EMS Administration. This requirement shall be in effect for all drivers one (1) year from the starting date of this Agreement. Such training shall be repeated with a minimum of eight (8) hours per driver every two years.

C. SYSTEM STATUS MANAGEMENT PLAN.

1. The Contractor shall submit for approval to the County EMS Administrator an initial coverage system status management plan for the entire contract service area. This plan, once approved, shall be utilized by the Contractor and BOEC for the first three months of the contract period. The Contractor shall be required to adhere to that plan as a minimum level of effort during the first three months of the contract. The Contractor will still be held to minimum performance standards during this initial coverage period. As requested in the Contractor's proposal, penalties for violations of this agreement will be waived for ninety (90) days from the date of this agreement or until the BOEC/AMR CAD interface is completed and reliable, as determined by both parties, whichever comes first. It is recognized that the EMS software in use at BOEC must be modified. The EMS Administrator may extend this waiver if the modification is delayed past the ninety day period.

2. A System Status Management Plan shall be developed and used by Contractor subject to approval by the County EMS

Administrator on no less than an annual basis and as changes are made. The maximum unit-hour utilization in the urban area shall not exceed 0.40 without County approval. Utilization is defined as the ratio of transports to unit-hours scheduled in the System Status Plan, measured on a monthly basis, for each unit with crew. Higher proposed unit-hour utilization ratios must be approved by the County prior to implementation.

D. EQUALIZED RESPONSE TIME PERFORMANCE

Contractor will design its System Status Management Plan to provide equalized response time performance throughout the service area. This means that no area, regardless of anticipated call volume, is planned to have less than the required level of service. If, during the course of service, it is determined that a specific area of the County is not receiving equitable service, then adjustments will be made to the System Status Management Plan, subject to approval by the County EMS Administrator.

E. MUTUAL AID

Contractor shall respond on a mutual aid basis to all areas outside Multnomah County pursuant to Multnomah County's dispatch protocols.

F. EMS DISPATCH CENTER.

1. EMS dispatch shall be provided at the City of Portland, Bureau of Emergency Communications (BOEC).

2. Contractor shall cooperate, train with, and communicate with the 9-1-1/PSAP to assure a smooth delivery of dispatch services.

3. Contractor shall develop a written plan with BOEC

specifying the conditions for Contractor involvement at BOEC. This plan must be approved by County EMS Administrator and is Attachment A to this contract.

G. VEHICLE REQUIREMENTS.

1. During the term of this contract, Contractor shall provide a minimum of 133 percent of peak staffing ambulances for Code-2 and Code-3 calls. The initial system status plan establishes nineteen (19) peak staffing ambulances, plus seven (7) reserve ambulances.

2. All ambulances furnished hereunder by Contractor shall be of a Type I, II, or III, shall be in good condition, and shall meet or exceed the Federal KKK-A-1822C standards or their equivalent at the time of the vehicles' original manufacture, except where such standards conflict with State of Oregon standards, in which cases the State standards shall prevail. All ambulances shall also meet or exceed the equipment standards of the State of Oregon. Vehicles furnished by the Contractor shall be new vehicles when placed into service under this Agreement; twelve (12) within one (1) month of the start of this agreement, and fourteen (14) additional ambulances within one (1) year of the start of this agreement.

3. Each ambulance above shall be identified with the words "MULTNOMAH COUNTY EMERGENCY MEDICAL SERVICES (or EMS), PARAMEDICS"; in letters four (4) inches high; in locations on the vehicle approved by County.

4. Contractor agrees to perform and document regular internal ambulance inventory checks, to allow County to review

such documentation and to allow County to conduct random and spontaneous audits of ambulances to verify such inventory.

H. DISASTER RESPONSE

1. Personnel Recall.

Contractor shall develop and implement a plan for the immediate recall of personnel for the staffing of additional units in a multi-casualty or disaster situation or times of peak overload as specified in Contractor's proposal.

2. Operations Modified.

a. During a disaster declared by an appropriate governmental agency, the Contractor's normal mode of operation may be modified in order to provide services which are appropriate for the nature of the disaster and which are consistent with local disaster plans and protocols. During such time periods, the Contractor shall be exempted from response time performance requirements until notified by the County EMS Administrator that disaster assistance may be terminated.

b. During the course of the disaster, should the demand for service require, the Contractor shall use best efforts to provide local Code-3 or Code-2 service coverage while suspending Code-1 service.

3. Additional Cost Reimbursement.

In the event of declared disasters due to natural causes (e.g. floods, earthquake) Contractor shall not bill the County unless a federal or state source of funds is available, or the County determines that billing is appropriate under the circumstances. Contractor shall not include in its cost statement

any charges for services rendered by volunteer employees. The cost statement associated with rendering aid under disaster conditions shall be based entirely upon the actual costs incurred by the Contractor in the course of rendering such disaster assistance, and shall not include costs of maintaining production capacity that would have been borne by the Contractor to meet normal service requirements if the disaster had not occurred.

I. COMMUNICATIONS EQUIPMENT.

1. Contractor Provided Equipment.

Contractor shall provide in each ambulance:

a. One (1) 800 MHz portable radio of the type specified by EMS. This radio may be supplied by EMS to the extent that radios are available. Should radios not be available from EMS, Contractor must supply the necessary radios.

b. One (1) mobile data terminal (MDT) of the type specified by EMS.

c. Automated vehicle locator (AVL) hardware as specified by EMS.

d. All equipment above shall be purchased through the City of Portland unless otherwise authorized by County and used on the City of Portland 800 MHz radio system. Access and maintenance fees shall be paid by Contractor directly to the City. Contractor may provide additional communications equipment with approval of County EMS.

J. DATA COLLECTION AND REPORTING REQUIRED.

1. Contractor's data collection and reporting systems shall meet the following minimum standards:

a. For each patient contacted, Contractor's ambulance personnel shall complete an approved patient report form, available at the time of the transfer of patient care. Copies of the patient report forms shall be provided to the County upon request. Patient care reports may be automated and recorded electronically during the term of this agreement.

b. When called for by Contractor's policy Contractor shall require its employees to complete approved "EMS Incident Report Forms" and shall furnish a copy of such completed forms to the County by request.

c. Contractor shall require its employees to complete "Equipment Failure Report Forms" in conjunction with Contractor's maintenance program, and shall furnish copies of such completed forms to the County EMS Administrator by request. Equipment is the vehicle and that equipment listed on the Ambulance Inspection Form.

d. Contractor shall forward System Status Plan changes to the County in writing prior to BOEC implementing of such changes.

2. All Contractor's employees shall be appropriately certified at both the State and local levels. The Contractor shall furnish to County EMS Administrator records of participation by its employees in continuing education programs at request of County.

3. Where a dispatched emergency call resulted in a response time in excess of 8 minutes for urban calls or 20 minutes for rural calls Contractor shall supply, at the request of County, the reason for delayed response time, including a

summary of steps taken by the Contractor to eliminate that cause of poor response-time performance.

4. The Contractor shall submit data specified in the proposal, RFP, or this agreement to the County EMS Administrator in a form and at an interval approved by County.

5. All data and reports specified in this section shall be maintained by Contractor for a period of three (3) years.

K. PERSONNEL PLAN.

1. Wages and Benefits

Contractor shall at a minimum adhere to the wage and benefit package as described in its proposal.

2. Employee Handbook

Contractor shall publish and distribute to all employees an Employee's Handbook describing the personnel policies and procedures utilized by Contractor in its operations. A copy of the current handbook shall be on file with the County at all times.

3. Paramedics

Paramedics shall be certified as required by Chapter 333 of Oregon Administrative Rules, and approved to work in Multnomah County by the Multnomah County EMS Medical Director. Paramedics shall not be prohibited by Contractor from communicating directly with the EMS Medical Director on issues related to patient care.

4. Reasonable Work Schedules and Working Conditions

The Contractor shall utilize work schedules and shift assignments as described in the proposal and provide adequate working conditions. Contractor acknowledges that the primary

issue is patient care, and agrees to utilize management practices which ensure that field personnel working extended shifts, part-time, voluntary overtime, or mandatory overtime, are not exhausted to an extent which might impair judgment or motor skills. Regularly scheduled shifts of paramedics shall not exceed 24 hours, and shall be followed by at least 8 hours of rest before the next regularly scheduled shift. The Contractor is specifically precluded from allowing staff to work in excess of 48 continuous hours except under emergency conditions (disaster) and with the permission of the County.

5. Key Personnel and Prohibition Against "Bait and Switch Bidding"

Contractor understands that the County has, in part, awarded this Agreement based upon the qualifications of the Contractor's organization, and upon the qualifications of key personnel presented in Contractor's proposal. Contractor shall furnish the personnel identified in this proposal, and throughout the term of the agreement Contractor shall continue to furnish those same personnel or replacement personnel with equal or superior qualifications as determined by County.

L. FIRST RESPONDER SERVICES AND COORDINATION.

1. Contractor shall reimburse County for first responder agency disposable medical supplies which are utilized in EMS dispatched calls for direct patient care. Supplies covered by this section are identified in Attachment B to this agreement. The maximum reimbursement for the first year of this agreement is $200,000. Susequent years reimbursement shall be determined by

County based on the actual use of supplies in the prior year. Reimbursement paid to County shall be distributed to first responders in accordancee with the agreements between first responders and County.

2. Contractor may replace the supplies used by rural providers if the rural provider agrees.

3. Contractor shall provide, at no cost to the agency, automated external defibrillators (AED) as follows:

a. one (1) to Sauvie Island Fire

b. two (2) to Corbett Fire

3. Training.

a. Contractor shall implement a first responder orientation program designed to acquaint all agencies with Contractor's equipment and response system within 3 months. Contractor shall work with the first responder agency to avoid the necessity for multiple presentations to the agency.

b. The objectives of this program are: 1) relate the history and background of Contractor; 2) clarify expectations of each other in the new system; 3) orientation to Contractor's ambulances and supervisory response vehicles; 4) show standardized placement of equipment; and 5) develop communication lines.

c. Contractor shall offer regularly scheduled first-responder training, as defined in the proposal and approved by the EMS Medical Director, to the rural first responder agencies in the County and must include multiple casualty incident training

4. For all equipment left with a patient, Contractor will provide a management contact and a telephone number to record the equipment information, and return all equipment within 7 days. In addition, all first-responder staff who accompany Contractor to the hospital at Contractor's request shall be returned to their station by Contractor without delay.

5. Contractor will respond to HazMat, fire, and public safety standbys, at the request of fire or police agencies, without additional compensation.

6. Contractor will cooperate with joint Critical Incident Stress Debriefing whether provided by County, Contractor or an outside agency.

7. Contractor's representatives shall visit the administration of every agency actively involved in first-responder programs to develop personal lines of communication. Contractor shall be active on all County-wide advisory committees, as requested by the County EMS Administrator, and in the planning and execution of drills and exercises as requested by County.

M. SUPERVISION REQUIREMENT.

1. The Contractor shall establish a field supervisory system approved by the County EMS Administrator with a minimum of one (1) Field Supervisor on duty at all times. This supervisor shall not be assigned to an ambulance active in the system status plan except under unpredictable periods of demand or other circumstances. Contractor shall make every effort to remove the supervisor from this duty as soon as possible.

2. Each paramedic will be evaluated for adherence to medical control requirements by a supervisor every 6 months. Supervisors shall meet regularly with the EMS Medical Director.

3. The County will provide a physician EMS Medical Director who will oversee and coordinate the Contractor's clinical performance and supervise all Contractor's paramedics working in Multnomah County under this agreement. Contractor shall reimburse County for these services in accordance with MCC 6.33.

4. The County reserves the right to modify the medical control system.

N. STANDBY AND SPECIAL EVENTS COVERAGE.

Contractor may provide standby or special events coverage with units other than those included in Contractor's System Status Plan. All such coverage and notifications shall be provided as directed in MCC 6.33 and the EMS Administrative Rules.

O. HELICOPTER AIR AMBULANCE AND MARINE AMBULANCE SERVICES.

The County Board of Commissioners reserves the right to allow helicopter air ambulance services and marine ambulance service, for emergency and non-emergency calls, to be operated in the County by a provider other than Contractor. This includes responses, flights and transportation within the Contractor's services areas.

P. EMS SYSTEM INTERACTION.

Upon request of the County EMS Administrator, Contractor shall regularly participate in all areas of EMS system

development including but not limited to:

1. Paramedic, EMT, Nurse, Physician, and Dispatcher continuing education and training, and ride along programs with Contractor's employees or otherwise.

2. Disaster drills.

3. Continuing education programs.

III. SPECIFIC PROVISIONS.

A. PATIENT FEES.

1. Rate Schedule for Services Rendered.

Effective with the execution of this agreement, the Contractor shall utilize the following rate schedule for ambulance services rendered for the term of this contract unless modified pursuant to section III, A, 6 of this agreement on Rate Adjustment. These fees constitute the only charges that may be billed to a patient receiving care pursuant to this agreement:

Emergency Rates:

BLS Response/Treatment	$447.00
ALS Response/Treatment	$531.42
Non-Transport Fee	$125.00
Patient Load Mileage	$9.00 / mile

2. Collection of Fees for Services.

Contractor shall:

a. Accept assignment on claims for all individuals in cases where there is evidence of financial hardship,

b. Accept assignment when the patient is receiving fee-for-service Medicaid benefits directly from the State of Oregon,

and

c. Write off non-paid Medicare balances where payment of those balances would cause undue financial hardship for the patient and such write-off is permitted by Medicare policy.

3. Subscription Membership Program.

The proposed subscription membership program is approved by the County EMS Administrator, Contractor may accept assignment under such program.

4. Fee Discounts.

All fee discounts including discounts based on volume of business or group membership are prohibited, unless specifically authorized by the County. The County reserves the right to have the EMS Administrator approve other payment mechanisms, so long as they do not cause "cost shifting," which in the opinion of the County, does not serve the public interest.

5. Standby Charges.

Contractor shall not charge for non-dedicated standby coverage using units which are part of the system status plan, unless treatment is provided.

6. Rate Adjustment.

a. The rates shown above shall remain in force and effect throughout the term of this Agreement unless modified or adjusted by the Board of Commissioners pursuant to the provisions of MCC 6.33.

b. During the term of the franchise, Contractor shall be allowed an opportunity for annual inflation adjustments to the charges listed above. No such adjustments shall be effective

prior to one year after the beginning of the franchise. No later than 60 days prior to each adjustment date, the Contractor shall request the County to determine the percentage rate of change in prices and the provider may, at its option, increase its rates equal to or less than the average of the following National Consumer Price Index (CPI) factors over the most recent 12-month period for which published figures are then available:

(1) 45 percent of the CPI-Transportation Index;

(2) 45 percent of the CPI-Health Care Index; and

(3) 100 percent of the CPI All Components.

Any rate adjustments made under this provision shall be approved in writing by the EMS Administrator within 30 days from the adjustment request, and when so approved shall be considered as an amendment to this Agreement.

c. Contractor may request additional rate increases in accordance with the procedures specified in MCC 6.33. for among other reasons, the following:

(1) The cost of some factors of production may rise faster than the cost of other factors of production. (e.g. insurance, fuel) Therefore, Contractor may apply for an adjustment to the rates sufficient to offset expenses associated with the rise in the cost of these factors of production.

(2) Prior to implementation of County required upgrades, Contractor may apply for a rate adjustment to offset the actual amortized marginal costs of implementing the upgrade.

d. Contractor agrees to exercise due diligence to realize cost savings throughout the life of this agreement, and if it

does realize such savings or otherwise finds that it is possible to lower the rates established in this agreement, it agrees to propose lower rates or service enhancements, as the County shall determine. If Code-2 response times are considered for adoption, Contractor and County will review the potential for cost savings from such response times.

7. On-Scene Collections.

Contractor's personnel shall not request payment for services rendered under this Agreement either at the scene of the call, en route, or upon delivery of the patient nor will they accept any payment or gratuities offered.

8. Billing Descriptions.

a. The Contractor shall bill for ALS response/treatment or BLS response/treatment, as defined by protocol and procedure, only when the Contractor's personnel perform or share in the performance of patient care services.

b. Contractor shall bill for ALS service (1) If an ALS assessment or procedure, such as endotracheal intubation, IV. administration, or cardiac monitoring is provided; (2) If paramedic or medical control judgment requires patient monitoring by a paramedic or "Code-3" transport in lieu of on-scene ALS treatment; (3) If ALS is started by a first responder paramedic and then responsibility for the patient is turned over to a paramedic from the Contractor.

c. Contractor may bill the "non-transport fee" and shall bill no more than that fee when a patient is not transported and one of the following conditions is met: (1) a patient exam is

performed by Contractor and the patient requests Contractor stand by at the scene for 30 minutes or longer; (2) a patient exam is performed by the Contractor, the on-scene time is 20 minutes or greater, and treatment is administered; or (3) a patient exam is performed by Contractor, the on-scene time is 20 minutes or greater, and substantial disposable supplies are used.

9. Detailed Description of Practices and Procedures.

Contractor shall provide the County EMS Administrator with a detailed written descriptions of all billing and collection procedures.

10. Changes in Practices and Procedures.

Contractor shall adhere to the procedures referenced in paragraph 9. above. The parties acknowledge and agree that certain of the items contained therein are dependent upon rules, regulations, policies, and procedures adopted by the Federal and State Governments, private insurance companies, and other third-party payers; that such rules, regulations, policies, and procedures may change from time to time; that Contractor's practices and procedures must necessarily change in response to such changes, and that it would be impractical to amend this Agreement to reflect such changes each time they occur. The parties therefore agree that Contractor may change the practices, procedures, schedules, and policies referred to above if it is necessary to do so to reflect changes in rules, regulations, policies, and procedures of the Federal and State Governments, private-insurance companies, and other third-party payers, without a formal amendment to this Agreement, subject, however,

to the review of the County. Nothing in this section, however, shall be construed as authorizing any increase in the user fees or rates provided for herein without the approval of the County as set forth in this Agreement.

B. FINANCIAL INFORMATION

1. Billing Records

Contractor shall maintain billing and accounts receivable information sufficient to document Contractor's compliance with authorized charge levels, and account records capable of linking payment receipts over time to the calendar month in which the receivable was originally generated. The form of record keeping and method of reporting such financial information shall be subject to the approval of the County.

2. Required Reports

Contractor shall provide annually, within 120 days of the end of Contractor's fiscal year, reviewed financial reports which are specific to its Multnomah County operations under this agreement. If the County requests audited financial statements specific to Multnomah County operation, those will be provided without charge to the County. Contractor shall also provide updated pro-forma income, working capital statements and balance sheets for the remaining term of the franchise within 120 days of the end of the fiscal year.

C. LATE-RUN AND OTHER DEDUCTIONS.

1. Contractor agrees to meet the standards of performance set out in this agreement and further agrees to pay any and all penalties imposed by the County for failure to meet those

standards as specified in this agreement within 30 days from the date of the imposition of the penalty.

2. Penalty for Call Referral

If Contractor is fails to respond to a call within the contract area for which ALS service is required, and that call is referred to another ambulance provider, there will be a $1000 per call penalty for each such occurrence. Failure to respond is defined as a delay of ninety (90) seconds or more in the dispatch of an ambulance due to the lack of an available ambulance for dispatch, after BOEC notifies Contractor of the lack of ambulances. BOEC dispatch may dispatch other ambulance resources without delay when Contractor has no units available.

3. Penalties for Code-3 Calls

a. In the urban zone, for those months that the Contractor fails to respond to 90 percent of all Code-3 calls within the time period specified in the response time standards, the County EMS Administrator will review the system-status plans, unit-hour production capacities, or other factors to determine the causes of non-compliance. For each month that the Contractor fails to meet the 90 percent standard, a $200 financial penalty for each one-tenth of a percentage point less than 90 percent, will be assessed for each individual zone (i.e. urban and rural).

b. In the rural zone County will use a consecutive 100-count system for determining Contractors compliance with the response time standard. For every set of 100 calls the standard and penalties in the preceding paragraph will apply.

c. For monitoring purposes, each zone shall have, in

addition to the 90-percent standard referred to in Section II, a response time limit for every call. For every Code-3 call where the ambulance fails to arrive within the time limit (Code-3 every-call time limits are: 12 minutes - Urban, 45 minutes - Rural), the penalty will be $20 per excess minute (e.g., in urban zone, call response times of 12:00-12:59 minutes shall be fined $20, 13:00 - 13:59 minutes shall be fined $40), for a maximum of $400 per call. Calls referred to another agency will be included as part of the response time calculations.

4. Penalties for Code-2 Calls

In the event that a Code-2 priority dispatch system is implemented, penalties for failure to meet the standards shall be the same as for Code-3 calls.

5. Multiple Units/Break Downs

If multiple units are responding, other than on an MCI, then the additional unit's times are measured from the time the additional unit is dispatched until it arrives on scene. If a unit breaks down at the scene, the response time is measured from when the additional unit is dispatched until it arrives. If a unit breaks down enroute to the scene, the response time is measured from the original time of request of the first unit until the replacement unit arrives.

6. Other Penalties

a. In the event Contractor fails to furnish "on-scene" times for calls, the County EMS Administrator may impose upon Contractor a penalty of $300 for each call. If no "on-scene" time is furnished, the call will be counted as late for purposes

of the 90 percent on-time standard.

b. Penalties for willfully falsifying "on-scene" times shall be assessed at $500 if by Contractor's field staff, and $1000 if by Contractor's management staff, for each incident.

c. A penalty of $500 may be imposed where an ambulance breaks down enroute to the hospital with a patient loaded.

d. A penalty of up to $500 may be imposed where Contractor fails to furnish required information from patient report forms, incident report forms, equipment failure report forms, system status plan changes, continuing education participation reports, excess response time reports, or fails to furnish financial information as required by the Agreement. Such a penalty shall not be applied in cases where the cause of such reporting deficiency was beyond Contractor's reasonable control; simple loss of records and problems with Contractor's own computer system shall not be considered beyond Contractor's reasonable control.

e. Contractor may also be fined for violations of MCC 6.33. This may not be in addition to fines levied under this agreement for the same violation.

7. Exceptions

The County EMS Administrator may grant exceptions to the response time requirements or waive penalties stated herein, for unusual circumstances beyond the Contractor's reasonable control. These include only unusually severe weather conditions, disasters, off road situations, inaccessibility from normal posting locations, private roads, unusual periods of very high

demand upon the system, or dispatch computer failure. Such calls shall be individually examined and if the circumstances warrant, the EMS Administrator will exclude them from penalties and/or monthly compliance statistics. In order to be eligible for an exception, Contractor shall notify the County within a reasonable time of the unusual occurrence. Contractor's equipment failure or lack of a nearby ambulance do not furnish grounds for an exception to response time standards.

D. FUNDING OF ASA SUPERVISION 9-1-1 SERVICES

1. Contractor shall pay a fee of $356,937 to County during the first year of this Agreement and $306,937 in each subsequent year of this agreement order to fund the costs of supervising and administering the ambulance service area. County will provide documentation, if requested, that this fee is exclusively used for this expense.

2. In addition, Contractor shall pay to County, Contractor's pro rata share of the cost for the provision of medical direction and supervision as required in MCC 6.33. This share shall be determined by the EMS Administrator.

3. Thee above fees are due and payable on July 1, October 1, January 1, and April 1, and shall be paid pro-rata if this Agreement is commenced after one of those dates.

4. The above fees shall be derived from the fixed-rate charges of the Contractor; it shall not be recovered through a specified add-on charge to the patient.

5. Fees may be adjusted from time to time during the term of this agreement by the County to reflect the actual costs for

the services provided.

6. Additional fees, if any, will be determined by the County, and may be considered as justifiable new costs for purposes of the Contractor requesting a rate increase as provided herein.

E. DEFINITION OF MATERIAL BREACH AND PROVISIONS FOR EMERGENCY TAKEOVER

1. Material Breach Definitions

Conditions and circumstances which shall constitute a breach of contract by the Contractor shall include but not be limited to the following:

a. Failure of the Contractor to provide ambulance service in compliance with the requirements of the applicable federal and state laws, rules and regulations, and with the requirements of local ambulance ordinance and related rules and regulations, including any failure to maintain necessary licenses. Minor infractions of such requirements shall not constitute a breach of this agreement.

b. Willful falsification of information supplied by the Contractor during the RFP process.

c. Willful falsification of data supplied to the County during the course of operations, including but not limited to: dispatch data, patient report data, response time data, financial data; or willful downgrading of presumptive run code designations to enhance Contractor's apparent performance, or falsification of any other data required under this agreement.

d. Failure to comply with the system status plan for

ambulance coverage during the first three months of operations under this agreement.

e. Failure to comply with or exceed the minimum employee wage/salary and benefit package as submitted during a "lame duck" period.

f. Deliberate, excessive, and unauthorized scaling down of operations to the detriment of performance during a "lame duck" period.

g. Multiple unremediated failures to maintain equipment in accordance with good maintenance practices.

h. Willful attempts by the Contractor to intimidate or otherwise punish employees who desire to sign contingent employment agreements with competing bidders during a subsequent bid cycle.

i. Failure of Contractor's employees to conduct themselves in a professional and courteous manner, and to present a professional appearance, to the extent that the County's reputation suffers.

j. Failure to furnish key personnel of quality and experience as bid.

k. Failure to comply with approved rate setting, billing and collection procedures.

l. Failure to comply with "most favored customer" provisions of this contract.

m. Marketing or invoicing of services under a trade name, or the routing of income, so as to avoid the performance security provisions of this agreement.

n. Failure of Contractor to cooperate with and assist the County after a material breach has been declared as provided for herein, even if it is later determined that such breach never occurred or that the cause of such breach was beyond Contractor's reasonable control.

o. Abuse of the performance security provisions of this agreement to enhance Contractor's profits, directly or indirectly through an outside business entity, at the expense of the County by way of such practices as receiving commissions, discounts, kickbacks or other consideration from manufacturers without reducing effective purchase price of items by the same amount, or by any other business practice which would have a similar effect.

p. Failure to comply with response time requirements in the urban zone for two consecutive months, or three months in a twelve month period, or in the rural zone for two consecutive 100 call counts or three 100 call counts in a twelve month period, shall be considered minor breach of contract. Failure to comply with response time requirements in the urban zone for three consecutive months, or four months in a twelve month period, or in the rural zone for three consecutive 100 call counts in a twelve month period, shall be considered material breach of contract.

q. Failure to maintain in force throughout the term of the agreement, including any extensions thereof, the insurance coverage required herein.

r. Failure to comply with the terms of the performance security provisions of this agreement.

s. The filing of any voluntary petition of bankruptcy, reorganization, receivership or liquidation, or of any involuntary petition of bankruptcy which is undismissed sixty days after its filing; or an adjudication of bankruptcy or insolvency; or being placed in receivership by any state or federal agency for purposes of rehabilitation.

t. Any other willful act or omission of the Contractor which endangers the public's health or safety.

2. Notice to Contractor

In the event that any one or more of the conditions or circumstances set forth above should occur, the County EMS Administrator may notify Contractor in writing that the Contractor is in breach of this agreement, and said notice shall specify the nature of the breach. Said notice will specify a period of time, which shall be reasonable under the circumstances, for the Contractor to take appropriate remedial action to correct the breach.

3. County EMS Administration Hearing

a. Contractor may request a hearing to contest the notice of breach referred to in Paragraph 2 above. Said request shall be in writing and submitted to the EMS Administrator within 10 days of the date of the notice of breach. The County EMS Administrator or a hearing officer appointed by the EMS Administrator shall preside over the hearing and make a determination on behalf of the Department. Written notice of the time and place set for hearing shall be given to the Contractor within 10 days of Contractor's request for hearing. At the

hearing, Contractor may present evidence and testimony, including any exculpatory and mitigating evidence the Contractor may wish to present. The EMS Administrator shall determine whether a material breach has occurred, and, if so, whether the public health or safety would be endangered by allowing Contractor to continue its operations under such circumstances. If the EMS Administrator finds that a material breach has occurred and that public health or safety would be endangered by allowing Contractor to continue its operations, he may immediately terminate this Agreement and implement an emergency takeover of Contractor's operations, or, in the alternative, implement a takeover and/or termination upon a schedule he shall determine to be appropriate.

b. If the EMS Administrator finds that only a minor breach has occurred, or that a material breach has occurred but that public health and safety would not be endangered by allowing Contractor to continue its operations, then the EMS Administrator may take such other actions, including but not limited to imposing remedial actions upon Contractor, as he deems appropriate under the circumstances. The EMS Administrator or delegate shall issue his determination in writing, specifying his findings and conclusions.

c. Contractor may appeal the action of the EMS Administrator to the County Board of Commissioners by filing a notice with the Clerk of the Board within five (5) days of the date of the EMS Administrator's determination.

4. Expedited Hearing Process

If in the judgment of the EMS Medical Director or County Health Officer it appears a condition or circumstance of material breach exists or has occurred and that such condition or circumstance presents immediate danger to the public health or safety, then the County Health Officer, after giving notice to the Contractor as in Paragraph 2 above, may take the matter directly and immediately to the Board of County Commissioners, or its designee, for their determination.

5. Takeover Cooperation

a. Contractor shall cooperate completely and immediately with the County EMS Administration and other County departments to effect any immediate takeover by County of Contractor's operations. Such takeover shall be effected immediately or within not more than 72 hours, after a finding of material breach as determined by the EMS Administrator, or if appealed, the Board of County Commissioners. The County shall attempt to keep whole the existing staff and operations until such time as a new request for proposal can be issued and a new contractor secured.

b. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary to the protection of the public health, safety and welfare. Contractor agrees that it shall not, under any circumstances, delay the process of the emergency takeover or the County's access to performance security funds, or to equipment to be made available by Contractor under the performance security provisions of this agreement.

c. Contractor's cooperation with and full support of such

emergency takeover, as well as Contractor's immediate release of performance security funds to the County, shall not be construed as acceptance by the Contractor of the finding of material breach, and shall not in any way jeopardize Contractor's right to recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of the Contractor to cooperate fully with the County to effect a safe and smooth takeover of operations shall itself constitute a material breach of this Agreement, even if it was later determined that the original declaration of material breach was made in error.

F. PERFORMANCE SECURITY PROVISIONS

1. Absence of Liens

Contractor warrants that the ambulances in service for this agreement and ambulances which may from time to time be added to the system status plan, together with the equipment and supplies regularly contained therein, are now and shall remain free and clear of all liens, encumbrances, claims, or interests of any nature, except those in favor of the County.

2. Performance Bond

On or before the effective date of this Agreement, Contractor shall provide County, and shall continuously keep in force, performance security in the amount of $2,500,000 in one of the following forms:

a. A performance bond issued by a bonding company, appropriately licensed and acceptable to the County, provided that such performance bond shall recognize and accept the

requirement of immediate release of funds to the County upon determination by the County that contractor's performance is dangerous to public health or safety, and recognize and accept that any legal dispute by the Contractor or the bonding company shall be initiated and resolved only after release of funds to the County;

b. An irrevocable letter of credit in a form acceptable to the County and from a bank or financial institution acceptable to the County;

c. A cash deposit in a bank acceptable to the County listing the County as sole and irrevocable beneficiary, with interest to remain the property of the Contractor but to remain on deposit with the account; or

d. A combination of the above.

e. The performance security is intended to provide operating capital and a fund for the recovery of actual damages by the County in the event of County takeover of the system. Such funds shall constitute a no-interest loan to County for a period of one year from the delivery of the funds, and shall then be repaid by County to Contractor, less the amount of the County's net expenses and other damages suffered as a result of the takeover.

3. Replacement Security

Any performance bond furnished by Contractor in fulfillment of the requirements of this Agreement for performance security shall provide that said bond shall not be canceled by the bonding company for any reason except upon 30 days advance

written notice to County of the bonding company's intention to cancel said bond. Not later than 20 days following the commencement of the 30 day notice period, Contractor shall provide to County replacement security acceptable to the County in the form of a performance bond, or in one of the other forms, or combination thereof, herein provided.

4. Inflation Adjustment

The County may at its option require that the amount of the performance bond or other security be adjusted based on inflation adjustments, increased call volume, or rate adjustments allowed to Contractor. The County will allow a commensurate rate adjustment in the event of a change in the bond amount.

5. Conditional Lease Agreement

On or before the effective date of this Agreement, the parties shall execute, and shall continuously keep in force, the Lease Agreement attached hereto as "Attachment C".

G. MISCELLANEOUS PROVISIONS

1. Most-Favored Customer

a. Except as otherwise provided herein, all factors of production employed by the contractor in the performance of this Agreement shall be considered primarily devoted to the work of this Agreement. These "factors of production" include all equipment, supplies, facilities, locally assigned personnel, and all other production factors utilized by the Contractor in the performance of this work except where prohibited by law.

b. Contractor is not prohibited from doing outside work which is unrelated to basic life support, advanced life support,

or medical transportation, so long as such work does not detract from Contractor's primary emergency services responsibilities under this Agreement.

c. Contractor is not prohibited from doing outside work which is related to basic life support, advanced life support, or medical transportation (e.g., long distance transfer work, non-emergency work, inter-hospital transfers, gurney car and wheelchair transportation, special events coverage, Veterans' Administration contract work, etc.), provided Contractor's methods of producing such services are designed to enhance Contractor's peak-load capacity, disaster readiness, and overall efficiency, and do not detract from Contractor's primary emergency service responsibilities. The County EMS Administrator shall review the Contractor's plans for providing such services. Contractor shall obtain the County's written permission if factors of production are affected by the outside work.

2. Contract Commitments

Contractor shall not enter into service contracts as part of providing emergency services under this Agreement which extend beyond the date of the termination of this Agreement, except as may be specifically approved in writing by the County EMS Administrator.

3. Advertising, Public Education and Marketing

a. The County shall have right of prior approval of the form and content of all forms of public information and advertising, direct or indirect, utilized by the Contractor in conjunction with services and operations related to this

Agreement, including the exterior of Contractor's ambulance vehicles.

b. County understands that Contractor is a business organization, and that as such, the Contractor has a legitimate interest in improving and promoting its own image as a competent contract provider of high performance advanced life support ambulance service. Therefore, the County shall not unreasonably withhold its approval of advertising or public relations programs and materials developed by the Contractor to promote its reputation.

4. Non-Transferable Contract

This contract shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission of the County. Similarly, any significant change in ownership of Contractor shall be considered a form of assignment of this contract, and must be approved by the County.

5. Restriction of Services to Chronic Abusers

a. In order to provide adequate availability of ambulance service to the general public, Contractor may, at Contractor's option, identify by name specific individuals that the Contractor has found are chronic abusers of the service system. The Contractor shall document such abuse, and if the County agrees that a named individual is a chronic abuser, Contractor may refuse to render services unless the individual can present evidence that service is medically necessary to protect that individual's health.

b. Contractor understands that dry runs, cancels,

chronic abusers, and courtesy standby service for law enforcement agencies and fire departments exist in the ambulance service industry. Contractor should utilize its own expertise and judgment to estimate the quantity and financial impact of these factors, assuming reasonable effort to contain abuse of service. Dry runs, cancels, abuse of service, and courtesy standbys are recognized as part of the "overhead" in the ambulance industry, and no additional compensation shall be sought by Contractor relative to these inevitable activities except as defined herein.

c. Except as is provided for in this subsection or in County code, Contractor shall never engage in telephone call screening of emergency calls, or emergency transport refusals.

6. Audits and Inspections

a. At any time during normal business, and as often as may reasonably be deemed necessary, County's appropriate representatives may observe Contractor's operations, and may make audits of all contracts, invoices, materials, payrolls, inventory records, records of personnel, daily logs, conditions of employment, and other data related to all matters covered by this contract. Contractor shall make available for the County's examination all of Contractor's records with respect to all matters covered by this contract, and provide copies to the County of such records as requested by the County and as provided herein. The County EMS Administrator or representatives may, at any time, and without notification, directly observe Contractor's operation, maintenance facility, and ambulance post location, and a County representative may ride as "third person" on any of the

Contractor's ambulance units at any time, provided, however, that in exercising this right to inspection and observation, County representatives shall conduct themselves in a professional and courteous manner, shall not interfere with Contractor's employees in the performance of their duties, and shall at all time be respectful of Contractor's employer/employee relationships.

b. The County's right to observe and inspect operations or records in Contractor's business office shall, however, be restricted to normal business hours, and reasonable notification (24 hours) shall be given the Contractor in advance of any such visit.

c. This right to directly observe Contractor's field operations, and maintenance shop operations, shall also extend to authorized representatives of the Contract Compliance Committee, provided the requirements for polite conduct and non-interference with employees' duties shall be observed at all times. County may be required to sign a waiver of liability to ride on Contractor's vehicles.

H. END-TERM PROVISIONS

1. In the event that Contractor is not the winner of County's next ambulance provider selection process, or if this contract is otherwise terminated, Contractor shall:

a. Continue to provide services during any "lame duck" period,

b. Assist both County and its new Contractor in effecting a safe and orderly transition,

c. Cease doing business under the franchise after the

end of any lame duck period and assert no claim of right to business conducted thereafter under the franchise, nor asset any claim of compensation owed relative to the loss of such business.

2. During any lame duck period, the Contractor shall continue all operations at the same level of effort and level of performance as were in effect prior to the award of the subsequent bid to a competing bidder, And Contractor shall specifically be prohibited from making any changes in Contractor's methods of operation which could reasonably be considered to be aimed at cutting Contractor's operating costs to maximize profits during the final stages of the contract.

3. However, the County recognizes that, if a competing bidder is awarded the contract in a subsequent bid cycle, Contractor may reasonably begin to prepare for transition of service to the new contractor during the lame duck period, and the County shall not unreasonably withhold its approval of Contractor's requests to begin an orderly transition process, (within six months), including reasonable plans to relocate staff, scale down certain inventory items, etc., so long as such transition activities do not impair Contractor's performance during the lame duck period.

4. By accepting this agreement, including the competitive award of certain market rights, Contractor acknowledges and accepts periodic ambulance provider selection processes, as structured under this or subsequent contracting procurement process, as a safe, fair and economically effective method of awarding and periodically reallocating business and market rights

in the ambulance service industry.

5. Contractor shall not penalize or bring personal hardship to bear on any of its employees who may apply for work with a competing bidder in future bid cycles, and shall specifically allow, without penalty, its employees to sign contingent employment agreements with competing bidders at the employee's discretion. It is the County's intention under this and future procurement that supervisory personnel, drivers, paramedical personnel, and control center personnel serving in the ambulance service system shall have reasonable expectation of long-term employment in this system, even though contractors may change from time to time over the years. Contractor hereby expresses its understanding, acceptance, and endorsement of this provision.

IV. STANDARD PROVISIONS

A. TERM OF AGREEMENT AND RENEWAL PROVISIONS

1. Unless initiated earlier by mutual agreement, this Agreement shall commence on September 1, 1995 at 8:00 AM. This Agreement shall terminate on September 1, 2000 at 8:00 AM, unless extended as provided for herein.

2. Any decision regarding the extension of this agreement shall be made at least twelve months prior to the scheduled termination date, so that if no extension is approved, a new bid process can be conducted on a schedule that will identify the new Contractor at least six months prior to that scheduled termination date. The purpose of this requirement is

to allow reasonable time for both outgoing and incoming contractors to plan and execute an orderly transition, to allow the County and its new Contractor to review Yellow Page and other advertising, and to allow time for negotiation of new service contracts, mutual aid agreements, and other contracts previously services by the outgoing Contractor.

3. This Agreement may be extended by one three (3) year period and one subsequent two (2) year period upon approval by the Board of County Commissioners.

B. INSURANCE REQUIRED

1. At all times during the term of the contract, and throughout any extension periods, the Contractor shall maintain the minimum required insurance coverage. All such insurance shall be furnished by an insurance carrier appropriately licensed to write such policies, and acceptable to the County.

2. With respect to performance of work under this Agreement, Contractor shall maintain insurance as described below:

a. Worker's Compensation

Worker's Compensation insurance with statutory limits as required by the State of Oregon. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Multnomah County, EMS Administration."

b. Commercial/General Liability

Commercial or comprehensive general liability insurance

covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than $2,000,000 for combined single limit for each occurrence. Said comprehensive or commercial general liability insurance policy, and excess liability policy, shall either be endorsed with the following specific language or contain equivalent language in the policy:

"Multnomah County, its officers and employees, and the County medical director are named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of the agreement between the named insured and Multnomah County for exclusive ambulance services.

"The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the entity's liability."

"The insurance provided herein is primary coverage to Multnomah County with respect to any insurance or self-insurance programs maintained by the County."

"This policy shall not be canceled or materially changed without fist giving 30 days prior written notice to Multnomah County EMS Administration."

c. Automobile Coverage

Automobile liability insurance covering bodily injury and property damage in an amount no less than $3,000,000 combined

single limit for each occurrence. Said insurance shall include coverage for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

"This policy shall not be canceled or materially changed without first giving 30 days prior written notice to Multnomah County EMS Administration."

d. Medical Malpractice (Professional Liability)

(1) Professional liability insurance for all activities of the Contractor arising out of or in connection with this Agreement in an amount no less than $1,000,000 combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially change without first giving 30 days prior written notice to Multnomah County."

(2) In the even Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement and shall maintain such insurance in effect for not less than two (2) years following completion of performance of this Agreement.

e. Documentation

The following documentation shall be submitted to Multnomah County as requested by the County:

(1) Properly executed Certificates of Insurance clearly evidencing all coverage, limits, and endorsements required above. Said Certificates shall be submitted prior to the execution of this Agreement.

(2) Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within 30 days of execution of the Agreement.

(3) Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

(4) If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement or, in the absence of available insurance, fails to demonstrate to the satisfaction of County, comparable financial resources to manage insured activity, the same shall be deemed a material breach of contract which is dangerous to public health and safety. County, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and with 30 days notice to Contractor, County may deduct from sums otherwise due to Contractor, or obtain recovery of, from a performance bond or otherwise, any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

C. CONSIDERATION TO CONTRACTOR

1. In consideration of the services, equipment, and materials furnished under this Agreement, Contractor shall receive the following as full compensation:

a. Market rights as specified herein.

b. Use of communications infrastructure.

c. Income from fee for service billing (less penalties,

liquidated damages, and other costs) as specified.

2. In consideration of the services, equipment, materials, and supplies to be furnished by Contractor, the County Board of Commissioners hereby designates Contractor as the exclusive provider of emergency ground ambulance service within the geographical areas defined by this Agreement. Contractor and County agree that said designation shall begin on September 1, 1995 at 8:00 AM and shall continue throughout the term of this Agreement, unless otherwise mutually agreed upon. The parties further agree that by such designation and through the other provisions for Contractor compensation incorporated herein, County has fulfilled any and all obligations it may have presently or at any time during the term of this Agreement to compensate, reimburse, or otherwise pay Contractor for services provided to medically-indigent patients.

3. This Agreement is a "master-term agreement of requirements." County is acting, in effect, as a group purchasing agent for the residents of the contract service area. Pursuant to the "master-term agreement," residents (and visitors) are allowed to request services individually, with each such request being a separate "purchase order," and with individual customers each being responsible for payment relative to services received.

D. RIGHTS AND REMEDIES NOT WAIVED

The Contractor agrees and guarantees that the work herein specified shall be completed without further or additional compensation than that provided for in this Agreement; and that the acceptance of work herein and the compensation allowed shall

not be held to prevent maintenance of an action for failure to perform such work in accordance with this Agreement.

E. ENTIRE AGREEMENT; AMENDMENTS; INTERPRETATION; VENUE; NOTICES

1. This Agreement constitutes the entire agreement between County and Contractor with respect to the subject matter hereof and supersedes any and all previous negotiation, proposals, commitments, writings, advertisements, publications, and understanding of any nature whatsoever unless specifically included or incorporated herein.

2. Any amendments or changes to this Agreement, whether requested by Contractor or County may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. The Agreement shall not be modified or amended, nor any rights of the Parties to it waived, except by such a writing.

3. The rights and obligations of the parties and all interpretations in performance of this Agreement shall be governed in all respects by the laws of the State of Oregon.

4. Notices and other communications required hereunder shall be transmitted in writing by certified U.S. Mail, postage prepaid, Return Receipt Requested, addressed to:

To Contractor:
D. Trace Skeen, CEO
AMR Northwest
1240 SE 12th Ave.

Portland, OR 97215

To County:
William Collins, EMS Administrator
426 SW Stark, 9th Floor
Portland, OR 97204

5. Except as otherwise provided, any notice given pursuant to this Agreement shall be effective seven (7) days after the postmark or upon receipt as evidenced by the U.S. Postal Service Return Receipt card, whichever is later.

F. FORCE MAJEURE

1. If any party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, that party shall give to the other parties hereto prompt written notice of the Force Majeure with reasonable full particulars concerning it. Thereupon, the obligations of the party giving the notice, so far as they are affected by the Force Majeure, shall be suspended during, but no longer than the continuance of the Force Majeure, except for a reasonable time thereafter required to resume performance.

2. During any period in which any party hereto is excused from performance by reason of the occurrence of an event of Force Majeure, the party so excused shall promptly, diligently, and in good faith take all reasonable action required in order for it to be able to commence or resume performance of its obligations

under the Agreement. Without limiting the generality of the foregoing, the party so excused from performance shall, during any such period of Force Majeure, take all actions reasonably necessary to terminate any temporary restraining orders preliminary or permanent injunctions to enable it to so commence or resume performance of its obligations under the Agreement.

3. The party whose performance is excused due to the occurrence of an event of Force Majeure shall, during such period, keep the other parties notified of all such actions required in order for it to be able to commence or resume performance of its obligations under the Agreement.

4. "Force Majeure" is defined as an act of God, act of public enemy, war, and other causes not reasonably within the control of any parties hereto.

G. INDEPENDENT CONTRACTOR

In performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of County. Contractor shall be solely responsible for and save County harmless from all matters relating to the payments of its employees, including compliance with Social Security, withholding, worker's compensation, and all other regulations governing such matters.

H. INVALIDITY

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

I. HOLD HARMLESS

Contractor shall indemnify, hold harmless and defend County, and its agents, officers and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property resulting from the Contractor's operations under this Agreement, or caused by the errors, omissions, fault or negligence of the Contractor or its employees or subcontractors.

J. PREVENTION OF IMPLEMENTATION

The parties agree that in the event County or Contractor, or both, are delayed or prevented due to legal action, from implementing this agreement on August 14, 1995, the terms and conditions of the Agreement may be modified as mutually agreed upon by the parties.

K. NONDISCRIMINATION

Under the Civil Rights Act of 1964, and other provisions of law, no person shall, on the ground of race, color, national origin, sex, religion, age or disability be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any program or activity receiving federal financial assistance. This Agreement is subject to the requirements of Title 6 of the Civil Rights Act of 1964 (PL88-352) and Department of the Treasury regulations with respect thereto, including regulations under 31 CFR, Subtitle B, Part 51, Subpart E, which the Contractor agrees to comply with in the performance of its obligations under this Agreement.

L. NONTRANSFERABLE AGREEMENT

This Agreement shall not be assigned or transferred, nor may the duties hereunder be delegated, without the express written permission of the County. Any substantial change in ownership of Contractor shall be considered a form of assignment of this Agreement, and must be approved by the County, provided, however, that the County shall not unreasonably withhold its approval of such change in ownership. Any assignment, transfer, or delegation in violation of this provision shall be void and of no force or effect.

M. SECTION HEADINGS AND TABLE OF CONTENTS

Section headings and Table of Contents are inserted for convenience only and shall not be used in any way to construe the terms of this Agreement.

N. COOPERATION

Contractor's obligations of cooperation with the County EMS Administration and other county departments hereunder shall survive termination of this Agreement and shall remain in force an effect until fulfilled.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year below written.

MULTNOMAH COUNTY
BOARD OF COUNTY COMMISSIONERS

Beverly Stein, Chair

Date: July 20, 1995

CONTRACTOR

D. Trace Skeen
CEO

Date: 7/12/95

REVIEWED:

Jacqueline A. Weber
County Counsel

APPROVED MULTNOMAH COUNTY
BOARD OF COMMISSIONERS
AGENDA # R-8 DATE 7/20/95
DEB BOGSTAD
BOARD CLERK

ATTACHMENT A

CITY OF
PORTLAND, OREGON
BUREAU OF EMERGENCY COMMUNICATIONS

Earl Blumenauer, Commissioner
Sherrill L. Whittemore, Director
9911 SE Bush Street
Portland, Oregon 97266-2505
(503) 823-0911
Fax: (503) 823-4630

July 5, 1995

To: Bill Collins, Multnomah County EMS
Keith Flewelling, AMR
Dan Campbell, PRC
Sherrill Whittemore, BOEC

From: Steve Baker, BOEC

Subject: **EMS Planning**

I have summarized all agreements between AMR and BOEC regarding the utilization of a System Status Plan Coordinator and interface of information.

System Status Plan Coordinator (SSPC)

1. Responsible for managing the System Status Plan
2. AMR Employees
3. Works from a mutually agreeable SOP[1]
4. Located at a mutually agreeable position at BOEC
5. 4-6 personnel will be hired to achieve 24 hour coverage
6. A BOEC representative will sit on the hiring review panel
7. AMR and BOEC will establish a job description
8. Interacts with BOEC Fire/EMS Supervisor
9. AMR will work with Paul Stein and Jim Churchill to arrive at SSPC costs

[1] Standard Operating Procedure

n:\steveb\corrpo\ems\ltr50620.slb 6/20/95

EMS System Status Plan Module

1. Is being purchased from PRC by BOEC

2. Approximate installation date: August 1995

3. The SSPC will use this software to manage the system status plan

Data Interface From BOEC To AMR

1. AMR will document their information requirements and deliver them to Jim Churchill at BOEC by Wednesday, June 28th.

2. Interface is one-way (BOEC to AMR)

3. Real time transfer of data is not an issue (as soon as feasible is acceptable)

4. AMR is responsible for scheduling and paying for the data line between AMR and BOEC.

5. PRC will insure that the interface remains compatible with any software changes made to BOEC system.

6. AMR will insure that the interface remains compatible with any software changes made at AMR.

cc Jerry Andrews, Multnomah County EMS
Jim Churchill, BOEC

ATTACHMENT B

DISPOSABLE MEDICAL SUPPLIES

Airways, Nasopharyngeal
Oropharyngeal
Cannula, Nasal
Catheter, Suction
Holder, E.Tube
Mask, O2, Non-Reb
Mask, pocket
Mask, Resusc
Resuscitator, Bag Valve
Stylet
Suction unit, V-Vac
Syringe, 70cc Toume Tip
Tip, Yankower suction
Tube, Endotracheal, all
Tube, Nasogastric
Tube, O2 Supply
Tube, Suction Connecting
Valve, Heimlich
Bandages
Dressings
Tape, Transpore
Tape, Durapore
I.V. Catheters
I.V. Drip Sets
I.V. Needles
I.V. Tubing
Pads, Prep
Syringes
Needles
Tourniquets
Tube, Red top
Linen, disposible
Electrodes, Fast Patch
Gel, Conductive
Bag, Biohazard
Basin Emesis
Blade, Toung
Block, Foam Immobilization
Collar, Cervical
Container, Infectious waste
Cuffs, Flex
Electrodes, Blood Glucose
Eye Shield

Gloves, Exam
Inhalant, Ammonia
Obstetrical Kit
Lancet, Blood Glucose
Lubricant, KY Jelly
Mask, Dust
Ice Pack
Scalpel
Face Shield
Splint, Cardboard
Bandaids
Charcoal, Activated
Ipecac Syrup
Epinephrine, 1:1,000 Tubex
Thermometer
Paper Sleeves
Cotten roll (splint liner)
Needles, Butterfly
Plug, Male Adapter
Tube, Drain
Drugs / Pharmaceuticals

Attachment C
Equipment Lease Agreement

WHEREAS, the parties hereto have entered into an Agreement for exclusive emergency ambulance services dated _____ wherein, MULTNOMAH COUNTY is referenced as "COUNTY" and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. is referenced as "CONTRACTOR";

AND, WHEREAS, COUNTY and CONTRACTOR wish to define and clarify a Lease Agreement for the essential equipment to be used by CONTRACTOR in the performance of the Agreement, the parties agree to the terms of this conditional lease of equipment in which the CONTRACTOR is hereinafter referenced LESSOR and the COUNTY is hereinafter referenced the LESSEE;

The parties agree as follows:

1. Property Description.

The individual equipment items or group of items are identified on schedules attached hereto and as Exhibit A and incorporated by this reference herein. Said schedule of items include the agreed upon amortization schedule of each equipment item over the period of the estimated useful life of equipment of that type. It is intended and agreed by the parties that equipment items may be added to and retired from this leasing program throughout the term of the contract between the parties, provided further, that the amortization schedule of each equipment item retired from or added to said schedules will be amended as retired or added.

Additions of equipment throughout the term of the lease shall be subject to approval by the LESSEE, provided that the LESSEE shall not withhold its approval of such request so long as the pricing, financing, and amortization terms are consistent with the provisions set forth herein and consistent with the equipment replacement policy attached hereto as Exhibit B heretofore approved by the LESSEE COUNTY.

In selecting and arranging for acquisition of equipment for inclusion on said schedule, neither LESSOR, nor any owner, officer, employee or affiliate of LESSOR shall directly or indirectly receive any discounts, commissions or other consideration from the supplier or manufacturer except as the full value as such consideration is incorporated as a reduction in the effective purchase price and amortized cost of said equipment.

2. Lease Payment.

The LESSEE's obligation to make lease payments shall be limited and conditioned as follows:

A) So long as LESSOR is not in default of its obligations as the CONTRACTOR under terms of the contract dated _____between CONTRACTOR and MULTNOMAH COUNTY, there will be no payments due under this lease.

B) In the event of a declared default and takeover of services by the COUNTY in accordance with the terms of the contract between the COUNTY and the CONTRACTOR, then the COUNTY, LESSEE, herein may at its option:

1) Elect to assume immediate access to and use of all leased equipment, and either

a) Assume responsibility for payments to LESSOR on a monthly basis, an amount equal to the lease amounts identified for each item of equipment available for use by LESSEE and listed on the attached schedules (Exhibit A) as approved and amended; or

b) Purchase said leased equipment without prepayment penalties for an amount equal to the purchased equipment's then current book value; or

2) Terminate without penalty its remaining obligations as LESSEE thereby relinquishing all rights to the subject equipment.

3. Term of Lease.

The term of this lease is intended to coincide with the term of the contract between the LESSOR, Buck Medical Services, Inc., dba AMR Northwest, Inc., as the CONTRACTOR and LESSEE, MULTNOMAH COUNTY as the COUNTY. This lease will terminate upon the expiration of the contract unless otherwise extended as provided in said contract. During the term of this lease agreement, it is agreed and understood between the parties hereto that the LESSOR CONTRACTOR will maintain possession of all of the essential equipment subject of the lease for purposes of use of said equipment by LESSOR CONTRACTOR in the performance of the terms of the contract.

4. Risk of Loss

LESSOR shall bear all risk of loss to the property and only prior to lease shall secure property damage insurance against all risks from every cause whatsoever and public liability and property damage insurance covering the equipment, LESSOR shall be responsible for payment of all deductible cost.

In the event the property is accidentally destroyed or substantially damaged so as to render said equipment unusable, LESSOR shall replace the property using whatever insurance proceeds may be available and absorb all costs to replace equipment accidentally destroyed or substantially damaged during the remaining period of the amortized useful life of said item or items of equipment.

5. Maintenance of Property.

LESSOR at is own cost and expense shall keep all leased property in good repair, condition and working order and shall furnish all parts, mechanisms, devices and servicing required therefore.

During the course of this lease and prior to any declared default, LESSOR shall at LESSOR'S expense comply with all laws, regulations and orders relating to the leased property or to this lease and shall pay all license fees, assessments and sales, use, property excise and other taxes or penalties, and interest now and hereafter imposed by any governmental body or agency upon any property leased herein or the use hereof

6. Indemnification.

LESSOR covenants to indemnify LESSEE and hold harmless and defend LESSEE against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of such leased property.

7. County's Obligations On System Takeover

In the event of a declared default and takeover of services by the COUNTY in accordance with the general provisions of the EMS Contract between COUNTY, and Buck Medical Services, Inc., dba American Medical Response Northwest, Inc. the LESSOR herein and CONTRACTOR by the terms of that EMS Contract referenced above and further, if the LESSEE shall exercise its option of a system takeover and its right to instant and unimpaired use of the essential equipment used by the CONTRACTOR in the performance of the contract and further, if the COUNTY (LESSEE herein) elects to assume responsibility for the payment obligations under this lease, then all requirements of the LESSOR herein for the responsibility and payment for insurance, maintenance of equipment and payment of all license fees, assessments, taxes imposed, and other costs, including LESSOR's assumption of risk of liability arising from or pertaining to the possession, operation or use of the leased equipment, shall cease and terminate and the LESSEE herein shall with its assumption of the possession of the leased equipment insure against risk of damage in the amount of the replacement costs of the equipment. Additionally, LESSEE will provide auto liability insurance of not less than $_____ from an insurance company naming AMR Northwest as additionally insured. Said policies shall be in the joint names of LESSOR and LESSEE. Such proceeds shall be the sole property of LESSOR and shall be used for the repair or replacement of equipment or toward payment of LESSEE's obligation under this lease, at the sole option of LESSOR. During all times, LESSEE shall have actual possession of the leased property. LESSEE assumes the risk of liability arising from or pertaining to the possession, operation or use of the leased property and covenants to indemnify LESSOR and hold LESSOR harmless, and defend LESSOR against any and all claims, costs, expenses, damages and liabilities arising from or pertaining to the use, possession or operation of the leased property; LESSEE further agrees at its costs and expense to keep all leased property in as good repair, condition and working order as when LESSEE takes possession, reasonable wear

and tear excepted, and to furnish all parts, mechanisms, devices and servicing required therefore; and at LESSEE's expense to comply with all laws, regulations and orders relating to the leased property or to this lease and to pay all license fees, assessments and sales use, property excise and other taxes or penalties and interest imposed after the time of such declared default and system takeover by LESSEE.

8. Security for LESSEE's Obligations.

The financial obligations of LESSEE to LESSOR for the lease of the equipment subject of this agreement shall be secured solely by the leased equipment.

LESSEE understands and agrees that title to the equipment does not pass from LESSOR to LESSEE during the term of this lease agreement. The terms of this agreement are to ensure the COUNTY LESSEE's uncontested right to instant and unimpaired use of essential equipment as defined in the Contract, in the event CONTRACTOR LESSOR is declared in major default during the terms of the Contract.

9. LESSEE'S Obligation Upon Expiration of Lease.

Upon expiration of the initial lease term or any subsequent renewal term, if there has been a declared default and a system takeover and further if LESSEE has exercised its option to assume responsibility for the remaining payment obligations under the terms of this lease, then LESSEE agrees to immediately return leased property in as good condition as received less normal wear, tear and depreciation to such place as then specified by LESSOR.

10. Attorney's Fees.

In the event of litigation by either party to enforce the provisions of the lease agreement, the prevailing party shall be entitled to reasonable attorney fees.

11. Termination.

In all other respects, all rights and duties accruing to the LESSOR and LESSEE by the terms of this agreement terminate effective as of the last day of the Contract between the parties. Upon termination, all right title and interest in the equipment shall revert to LESSOR.

Dated this _____ day of _____, 1995.

Multnomah County Emergency Medical Services
(District - Lessee)

By_____

Buck Medical Services, Inc., dba
American Medical Response Northwest, Inc.
(Contractor - Lessor)

By_____